BOARD OF SUPERVISORS

AGENDA

Meetings are located at: Yuba County Government Center Board Chambers, 915 Eighth Street Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

MARCH 25, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.
 - I. **PLEDGE OF ALLEGIANCE** Led by Supervisor Nicoletti
 - II. ROLL CALL Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
 - III. <u>CONSENT AGENDA:</u> All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 - 1. (104-14) Approve amendment to lease agreement with Keith and Gail Stroup, dba Aroma Catering, and authorize Chair to execute.
 - B. Agricultural Commissioner
 - 1. (105-14) Approve agreement with Applied Forest Management Inc. for consultant services related to Yuba Watershed Protection and Fire Safe Council activities for Fiscal Years 2014/15 and 2015/16 and authorize Chair to execute same. (Protective Inspection Committee recommends approval)
 - C. Clerk of the Board of Supervisors
 - 1. (106-14) Approve Conflict of Interest Code for Yuba County Water Agency.
 - 2. (107-14) Approve minutes from the meeting of March 11, 2014
 - D. Community Development and Services
 - 1. (108-14) Adopt resolution certifying the 2013 County Maintained Mileage.
 - 2. (109-14) Approve plans, specifications and estimate, and authorization for advertisement of bids for Loma Rica Road shoulder widening and overlay project phase II and authorize Chair to execute.
 - E. Emergency Services
 - 1. (110-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.
 - F. Health and Human Services
 - 1. (111-14) Approve six month extension of Interim Program Manager of Employment Services Division appointment effective April 1, 2014.

G. Probation

(112-14) Adopt resolution authorizing the Yuba County Probation Department to apply for and enter into
agreements with the California Emergency Management Agency, Sierra Health Foundation and First Five Yuba
for grants relating to the delivery of victim and program aid services, and authorize the Chief Probation Officer
or the County Administrator to execute documents as required, acceptance and transfer of funds, and extensions
and amendments.

IV. SPECIAL PRESENTATION

- A. (113-14) Received presentation promoting smoke free parks from Yuba County Youth and Adult Tobacco Education Coalition. (Ten minute estimate)
- B. (007-14) Present proclamation to First 5 Yuba Commission proclaiming 2014 the Year of the Child (Five minute estimate)
- V. <u>PUBLIC COMMUNICATIONS:</u> Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. (114-14) Adopt resolution regarding conveyance of a leasehold interest in County 4H Camp property in Dobbins to Environmental Alternatives and granting certain exemptions of Chapter 8.76 of the Ordinance Code. (Public Facilities Committee recommends approval) (Twenty minute estimate)

B. Board of Supervisors

1. (115-14) Consider claim for refund of taxes paid by Fellowship of Friends on APN 048-260-008-000 (12607 Rices Crossing Road, Oregon House) for tax years 2009-2014 and take action as appropriate. (Fifteen minute estimate)

C. Community Development and Services

1. (116-14) Authorize General Fund Contingency expenditure of \$15,000 for consultant support services regarding implementation of Phase II MS4 (Municipal Separate Storm Sewer Systems) general permit. (Land Use and Public Works Committee recommends approval) (Ten minute estimate)

D. County Administrator

- 1. (117-14) Receive information on Assembly Bill 2205 (Use of Dogs to pursue bears and bobcats) and take action as appropriate. (Ten minute estimate)
- 2. (096-14) Receive report on current legislation relevant to Yuba County and provide direction as appropriate. (Continued from March 18, 2014) (Thirty minute estimate)

E. Probation

- 1. (118-14) Adopt resolution proclaiming April 6 12, 2014 National Crime Victims' Rights Week in celebration of service to victims of crime and commending Yuba County Probation and other units of government for providing exemplary service to victims of crime. (Thirty minute estimate)
- VII. <u>ORDINANCES AND PUBLIC HEARINGS:</u> If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. (097-14) Ordinance Hold public hearing, waive reading, and adopt ordinance repealing and reenacting Chapter 10.05 of the Yuba County Ordinance Code relating to Building Standards and Construction Codes, in its entirety. (Second Reading) (Continued from March 18, 2014) (Land Use and Public Works Committee recommends approval) (Fifteen minute estimate)
- B. (098-14) Ordinance Hold public hearing, waive reading, and adopt ordinance adding Chapter 10.50 to the Yuba County Ordinance Code relating to repair and reconstruction of structures. (Second Reading) (Continued from March 18, 2014) (Fifteen minute estimate)

VIII. <u>CORRESPONDENCE</u>

- A. (119-14) Letter from Saftey Belt Safe U.S.A regarding safety seat checkup week March 30 April 5, 2014.
- B. (120-14) Letter from Senator Jim Nielsen regarding the Agriculture Education Incentive Grant Program.
- C. (121-14) Notice from Three Rivers Levee Improvement Authority correcting time of Board meeting to consider adoption of the mitigated negative declaration for the proposed Yuba Goldfield 100 -Year Flood Protection Plan April 1, 2014 at 3:30 p.m.
- IX. <u>BOARD AND STAFF MEMBERS' REPORTS:</u> This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- X. <u>CLOSED SESSION:</u> Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
 - A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 <u>Property: APN 005-260-003/5360 Highway 20 Negotiating Parties: Sukhbir/County of Yuba Negotiation: Terms of Payment</u>
 - B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 <u>Property: APN 050-140-056,050-140-055,055-110-025 Negotiating Parties: Bamford/County of Yuba Negotiation: Terms of Payment</u>
 - C. Personnel pursuant to Government Code §54957(a) Labor Negotiations YCEA/County of Yuba
 - D. Personnel pursuant to Government Code §54957 Department Head Evaluation/Agricultural Commissioner

XI. ADJOURN

- 11:00 A.M. Public Facilities Committee (Supervisors Griego and Vasquez Alternate Supervisor Nicoletti)
 - A. (122-14) Consider sublease agreement between Continental Pacific Lumber Industries and Cali Shine Distillery Company for property located at 5216 Arboga Road Administrative Services (Five minute estimate)

Land Use and Public Works Committee - (Supervisors Abe and Vasquez - Alternate Supervisor Nicoletti)

- A. (123-14) Consider extending section 13.80.070 of the Yuba County Ordinance Code regarding deferral and waiver of certain impact fees Community Development and Services (Five minute estimate)
- B. (124-14) Consider ordinance repealing and reenacting Chapter 13.20 of the Yuba County Consolidated Fee Ordinance Code relating to Community Development and Services Agency fees for services Community Development and Services (Ten minute estimate)
- C. (125-14) Consider ordinance repealing and reenacting as amended Chapter 13.50 of the Yuba County Consolidated Fee Ordinance Code relating to Countywide Development Impact Fees Community Development and Services (Ten minute estimate)

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

<u>PUBLIC HEARINGS</u>: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

INFORMATIONAL CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda. **End**



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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



AIRPORT BUILDING & GROUNDS FACILITIES MANAGEMENT INFORMATION SERVICES PRINT SHOP PURCHASING

TELECOMMUNICATIONS

749-7880 749-7891 749-7880 749-7880 749-7880

(530) 749-7880 FAX (530) 749-7936

104-14

March 25, 2014

TO:

YUBA COUNTY BOARD OF SUPERVISORS

FROM:

DOUG MCCOY, Administrative Services Director

SUBJECT:

AUTHORIZE THE CHAIRMAN TO EXECUTE AMENDMENT TO AIRPORT LEASE AGREEMENT BETWEEN COUNTY OF YUBA AND KEITH AND GAIL GROUP, DBA

AROMA CATERING

Recommendation:

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject Amendment to Lease Agreement.

Background:

The attached is a three-year lease renewal as provided for in the lease dated May 10, 2010. The lease rate is specified to increase by 3 percent and will generate \$4,900 annually in airport revenue.

Discussion:

The tenant has invested a significant amount in improving the facilities. The facilities are regularly used for special events, meetings, and luncheons, in addition to serving as a county polling location for annually scheduled elections.

Committee Action:

This item was not presented to the committee as it is considered routine. The agreement was reviewed and approved by both County Counsel and Risk Management.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachment

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AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE made and entered into this _____ day of March, 2014, is an amendment to the Lease Agreement dated May 18, 2010, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as "Lessor," and KEITH STROUP and GAIL STROUP, dba AROMA CATERING, hereinafter referred to as "Lessee":

WITNESSETH:

WHEREAS, Lessor has leased to Lessee certain premises described in the lease dated May 10, 2010; and

WHEREAS, the terms of said lease provide for an option to extend an additional three year term; and

WHEREAS, the terms of said lease provide for a three (3) percent increase at commencement of each option period from the base rent; and

WHEREAS, it is the desire of the Lessee to continue the lease on the premises and exercise the right to extend the lease an additional term.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The lease of May 10, 2010, for the premises described therein is hereby extended for a period of three years, beginning July 1, 2013, and terminating on the 30th day of June, 2016;
- 2. Item 2. <u>CONSIDERATION</u>, 2.1 <u>Payments</u>, is hereby deleted in its entirety and replaced with the following:
 - 2.1. Payments: Lessee hereby agrees to pay as rent for said premises the sum of FOUR HUNDRED TWELVE DOLLARS (\$412.00) per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rent and fee shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment.
- 3. All other terms and conditions of the Lease and Use Permit shall continue to remain in full force and effect.

IN WITNESS WHEREOF the Lessor and Lessee have executed this

Amendment to Lease and Use Permit the date and year first above written.

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Chairman

Keith Stroup

"Lessee"

By Mail Strong

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ATTEST: DONNA STOTTLEMEYER

Clerk of the Board of Supervisors

Ву _____

Approved as to form:

County Counsel

by: Bobbie K. Ross

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The County of Yuba

Agricultural Commissioner - Weights & Measures 915 8th Street, Suite 127 - Marysville, CA 95901

> LOUIE B. MENDOZA, JR. AGRICULTURAL COMMISSIONER **DIRECTOR OF WEIGHTS & MEASURES**



(530) 749-5400 Fax (530) 749-5404 yubaag@co.yuba.ca.us

KEVIN ROUSH ASSISTANT AGRICULTURAL COMMISSIONER **DIRECTOR OF WEIGHTS & MEASURES**

To:

Honorable Board of Supervisors

From:

Louie B. Mendoza Jr., Agricultural Commissioner

Subject:

Consider approval of Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years

2014/2015 and 2015/2016 and Authorize Chair of the Board to sign the Agreement

Date:

March 25, 2014

Recommendation:

Consider approval of Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2014/2015 and 2015/2016 and Authorize Chair of the Board to sign the Agreement.

Background:

The Board has approved this Agreement for Consultant Services for the Yuba Watershed Protection and Fire Safe Council for the past eight years. This is a continuation of an existing agreement with Applied Forest Management Inc. that will provide consultant services for Fiscal Years 2014/2015 and 2015/2016 pending available funds. By way of this agreement, Applied Forest Management Inc. will provide the services of a "Fire Safe Coordinator" for the Yuba Watershed Protection and Fire Safe Council. In a separate action (February 11, 2014) the Board of Supervisors approved the Fire Safe Coordinator as a Title III project under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389).

Discussion:

Approval of this Agreement will provide for the continuing services of the currently contracted Fire Safe Council Coordinator position. This will allow continued fire education and planning to occur in high fire risk areas of Yuba County for fiscal years 2014/2015 and 2015/2016.

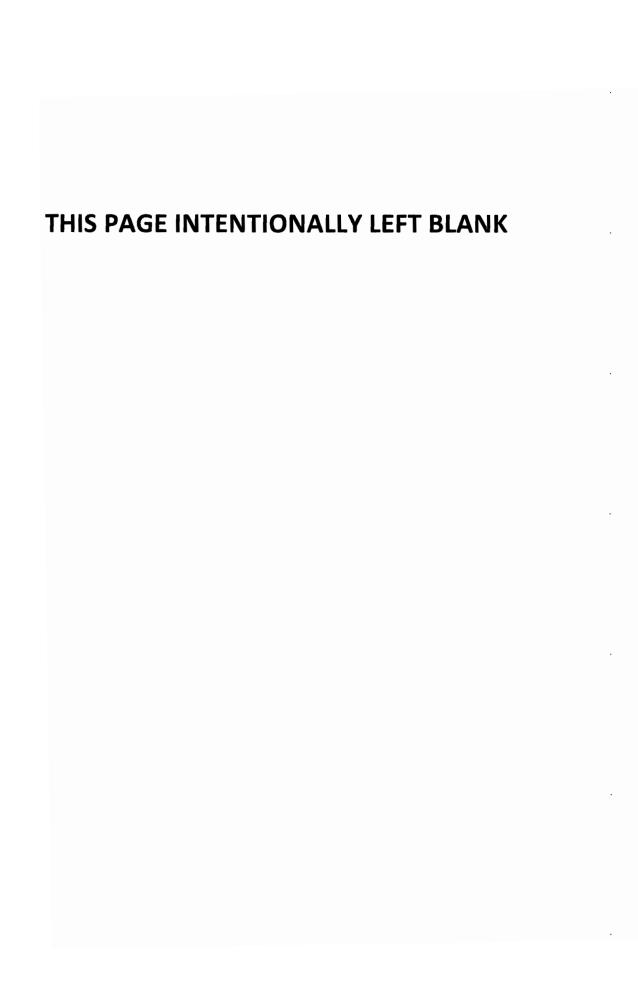
Fiscal Impact:

This project is funded by Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389) which are already on deposit with the Yuba County Auditor Controller and requires no County General Funds. The cost of this agreement is \$32,000 per fiscal year pending funding resources from Title III funds.

Committee Action:

On March 11, 2014, the Protective Inspection Committee recommended approval as a consent item to the Board of Supervisors and authorization for the Chair to sign the agreement.

Enclosure: Agreement



AGREEMENT FOR CONSULTANT SERVICES FOR THE YUBA WATERSHED PROTECTION AND FIRE SAFE COUNCIL

THIS AGREEMENT for CONSULTANT Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

APPLIED FOREST MANAGEMENT, INC., a California Corporation, ("CONSULTANT")

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1 (hereinafter, the "Services"). CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-1 through A-4.

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2016

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Yuba County Agricultural Commissioner and HR2389 Project Director, is the representative of the COUNTY and will administer this Agreement for the COUNTY.

Stevan W. Andrews is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Disclosure Statement (page 4)

Attachment A – Services (page 5)

Attachment B – Payment (page 7)

Attachment C – Additional Provisions (page 8)

Attachment D – General Provisions (page 9)

9. TERMINATION. COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on	, 2014.
"COUNTY"	"CONSULTANT"
COUNTY OF YUBA	APPLIED FOREST MANAGEMENT, INC A California Corporation
Chairman, Yuba County Board of Supervisors	STEVAN W. ANDREWS Manager

APPROVED AS TO FORM: COUNTY COUNSEL

RISK MANAGEMENT

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DISCLOSURE STATEMENT

COUNTY hereby discloses that this agreement was prepared as a component of the project funded by the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389). The maximum funding for this agreement is in the amount of \$64,000.00 for Fiscal Years 2014/15 & 2015/16 (\$32,000 each fiscal year).

Agricultural Commissioner/HR2389

Project Director

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties shall be to coordinate the activities of the Yuba Watershed Protection & Fire Safe Council (the "COUNCIL"), as directed by the HR2389 Project Director and the COUNCIL, under authority of the Yuba County Board of Supervisors, which held a Public Hearing on February 7, 2006 and approved funding of a Fire Safe Coordinator position as a Title III project. The Coordinator position is intended to conduct fire safe education and planning for high fire risk areas of Yuba County. Those duties include the following:

Responsibility: CONSULTANT will work under the direction of HR2389 Project Director and in cooperation with the COUNCIL in coordinating the activities of the COUNCIL.

<u>Specific Duties</u>: CONSULTANT agrees to perform the following Services, which Services may be modified from time to time by CONSULTANT, HR2389 Project Director and COUNCIL, as the time and funds set forth in Attachment "B" will provide for; said Services being as prioritized and approved by the COUNCIL for completion under its 2005-2006 strategic operating plan:

Operations

- Assist the COUNCIL's Chair/Facilitator in preparing for meetings. Prepare and email agenda packets and all supporting reports and documentation, and attend all meetings.
- Attend all committee and Task groups meetings and provide assistance as required.
- 3. Communicate with other county Fire Safe Councils.

Grants

- Perform the tasks (deliverables) required and funded by grants. Report progress to the COUNCIL through written monthly reports. Prepare periodic reports to grant funders as required.
- 2. Prepare a monthly Executive Summary for the COUNCIL on all grants in progress.

Projects

- Work with the COUNCIL, CalFire, local Fire Districts, and the community to develop and implement Community Coordinated Landscape Plans including the Yuba County All-Hazards Mitigation Planning effort.
- 2. Reengage local communities with the COUNCIL.
- 3. Provide general oversight and assistance in implementing a Community Defensible Space Chipping and Shredding Program.

<u>Outreach</u>

- Conduct community awareness campaigns by speaking to community groups, preparing press releases, planning and conducting community events, television and radio interviews. Coordinate all press and public relations activities and inquiries related to the activities of the Council. Reply to requests and inquiries from the community.
- 2. Prepare flyers, brochures, posters and other materials to educate the public about fire safety.

A.2. TIME SERVICES RENDERED.

CONSULTANT shall provide services in a timely basis within the term of this Agreement.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

- **B.1 BASE CONTRACT FEE.** Pursuant to Operative Provision 2. above, COUNTY shall pay CONSULTANT on a monthly basis, a contract fee not to exceed Two Thousand Six Hundred, Sixty Six Dollars, Sixty Six Cents (\$2,666.66) per month for CONSULTANT to perform Forty One Hours (41) per month in the provision of the services set forth in Attachment "A". CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed Sixty Four Thousand Dollars (\$64,000) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.
- **B.2 TRAVEL COSTS.** COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices.
- **B.3 AUTHORIZATION REQUIRED.** Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

C.1 FUNDING AVAILABILITY. CONSULTANT acknowledges that COUNTY is the recipient of funds which are being used to pay for the services of CONSULTANT. Should the funds become unavailable, COUNTY shall have the right to immediately terminate this agreement upon giving written notice of termination to CONSULTANT. This notice shall be effective starting with the date it is mailed.

C.2 CONFLICT OF INTEREST.

- a. CONSULTANT certifies that CONSULTANT is aware the Political Reform Act (California Government Code section 81000 and following) prohibits CONSULTANT from using its official position to influence the making of any decision that will affect a financial interest of the CONSULTANT. A violation of the Political Reform Act subjects the CONSULTANT to administrative, civil, and criminal penalties. Additionally, California Government Code section 1090 prohibits employees and officers of the County from being financially interested in any grant or contract made by them in their official capacity, and provides that any such grant or contract is void from its inception. A violation of Government Code section 1090 is a felony and a conviction results in depriving the officer or employee from holding any office in the State of California.
- b. CONSULTANT shall be subject to the terms of the Yuba County Conflict of Interest Code and shall be required to file a Statement of Financial Interest with the Yuba County Clerk prior to providing services pursuant to this Agreement, annually during the term of this Agreement, and within thirty days after the Agreement terminates. CONSULTANT shall be required to disclose all investments and business positions in business entities, sources of income and interests in real property within the County of Yuba and within two miles of the exterior boundaries of Yuba County.

ATTACHMENT D

GENERAL PROVISIONS

- **D.1 INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, CONSULTANT shall be responsible for their own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement. CONSULTANT shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
- D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding Operative Provision No. 9.
- **D.3 TIME.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- **D.4 INSURANCE.** CONSULTANT shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or SUBCONTRACTORS. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.
 - **D.4.1 MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
 - 2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

D.4.2 MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

1. General Liability: (including operations, products and completed operations.)

\$1,000,000

per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the

required occurrence limit.

\$1,000,000 2. Automobile Liability:

per accident for bodily injury and

property damage.

3. Workers' Compensation:

As required by the State of California.

4. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000

each employee bodily injury by disease.

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

- D.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- **D.4.4 OTHER INSURANCE PROVISIONS.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or

- equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT'S insurance policy, or as a separate owner's policy.
- For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or selfinsurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.
- **D.4.5 WAIVER OF SUBROGATION.** CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the CONSULTANT, its employees, agents and SUBCONTRACTORS.

- **D.4.6 ACCEPTIBILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best's rating if no less then A:VII unless otherwise acceptable to the COUNTY.
- **D.4.7 VERIFICATION OF COVERAGE.** CONSULTANT shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- **D.4.8 SUBCONTRACTORS.** CONSULTANT shall require and verify that all SUBCONTRACTORS maintain insurance meeting all the requirements stated herein.
- **D.5 INDEMNITY.** CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or

negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, or employees, provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of COUNTY, its elected and appointed councils, boards, commissions, officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

COUNTY shall defend, indemnify, and hold harmless CONSULTANT, its officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of COUNTY in the performance of its duties under this Agreement by COUNTY or any of COUNTY's elected and appointed councils, boards, commissions, officers, agents, or employees; provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of CONSULTANT, its officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

- **D.6 CONSULTANT NOT AGENT.** Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- **D.7 ASSIGNMENT PROHIBITED.** CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- **D.8 PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.9 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.
- **D.10 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital

shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the granting parties hereto. A taxable possessory interest may be created by this grant; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

- **D.11 TAXES.** CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.
- **D.12 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:
 - **D.12.1** CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - **D.12.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.
 - **D.12.3** COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY or CONSULTANT may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex.

CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

- **D.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.
- D.15 OWNERSHIP OF INFORMATION. Notwithstanding anything to the contrary contained herein, all professional and technical information and writings developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion or termination of the services hereunder. The COUNTY agrees to defend, indemnify and hold CONSULTANT harmless from any claim arising out of reuse of such documents for other than this project or arising out of any change in or alteration of such documents by COUNTY to which changes CONSULTANT has not previously consented to in writing.
- **D.16 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

- **D.17 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- **D.18 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- **D.19 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **D.20 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
 - **D.20.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
 - **D.20.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- **D.21 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- **D.22 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- **D.23 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- **D.24 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- **D.25 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver

such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

- **D.26 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- **D.27 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.
- **D.28 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- **D.29 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.
- **D.30 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- **D.31 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall knowingly be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.
- **D.32 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Agricultural Commissioner 915 8th Street, Suite 127 Marysville, CA 95901

With a copy to:

County Counsel 915 8th Street, Suite 111 Marysville, CA 95901

If to "CONSULTANT":

Stevan W. Andrews Applied Forest Management 200 Litton Drive, Suite 310 Grass Valley, CA 95945

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The County of Yula

Clerk of the Board of Supervisors



March 25, 2014

TO:

Board of Supervisors

FROM:

Donna Stottlemeyer, Clerk of the Board of Supervisors

SUBJECT:

Conflict of Interest Code approval for Yuba County Water Agency

Recommendation

Approve Conflict of Interest Code for Yuba County Water Agency.

Background and Discussion

Government Code section 87300 et seq. requires each local agency to keep a conflict of interest code which must be reviewed during each even numbered year and updated to reflect changes that occur within the organization. Attached is the revised code received from Yuba County Water Agency. An agency's code is not effective until after approval of the code reviewing body. The Board of Supervisors is the reviewing body for local agencies whose boundaries lie only in Yuba County.

The attached code has been reviewed by Counsel for legal sufficiency and is submitted for your approval.

Committee Action

Brought directly to the Board for approval as this is a routine and recurring matter every two years mandated by the State.

Fiscal Impact

No additional impact to General Fund.

Attachment

RESOLUTION NO. 2014-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUBA COUNTY WATER AGENCY AMENDING AGENCY CONFLICT OF INTEREST CODE

WHEREAS, Government Code section 87300 requires each local public agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act:

WHEREAS, the Agency has determined that amendments to the Yuba County Water Agency conflict of interest code are appropriate under Government Code section 87306(a) because of it has created new positions which must be designated in the code;

WHEREAS, the state Fair Political Practices Commission (FPPC) has adopted a model local agency conflict of interest code (California Code of Regulations, title 2, section 18730) that may be adopted by reference; and,

WHEREAS, the Agency desires to continue to use the FPPC model code as the Agency conflict of interest code, together with an amended list of Agency designated positions and disclosure categories;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yuba County Water Agency as follows:

- 1. The terms of California Code of Regulations, title 2, section 18730, and any amendments to section 18730 duly adopted by the FPPC, are hereby adopted and incorporated by reference as the main body of the Agency conflict of interest code.
- 2. The list of designated Agency positions and applicable disclosure categories attached to this resolution is hereby adopted as the appendix of designated positions and disclosure categories to accompany section 18730.
- 3. Designated employees, officers and consultants shall file statements of economic interest (FPPC Form 700) with the Agency Secretary who will make the statements available for public inspection and copying.
- 4. This conflict of interest code shall not take effect until the Yuba County Board of Supervisors approves it in its capacity as code reviewing body under the Political Reform Act. The Agency Secretary is hereby authorized and directed to submit a certified copy of this resolution to the Board of Supervisors and request approval of the conflict of interest code.
- 5. After approval by the Yuba County Board of Supervisors, this resolution and attachment shall constitute the Yuba County Water Agency Conflict of Interest Code.
- 6. This resolution supersedes all prior Agency conflict of interest codes and appendices of designated positions and disclosure categories.

PASSED AND ADOPTED by the Board of Directors of the Yuba County Water Agency on this 11th day of March 2014 by the following vote:

AYES:

DIRECTORS ABE, BELZA, GRIEGO, MCUK, NICOLETTI, STOCKER AND VASQUEZ

NOES: ABSTAIN: NONE NONE

ABSENT:

NONE

By: Sidney R Muck Sidney Muck, Chair

Attest:

7021\R022714jmh Amend COI Code

-2-

EXHIBIT "A"

Yuba County Water Agency LIST OF EMPLOYEE JOB TITLES

POSITION	DISCLOSURE CATEGORY
General Manager	17
Finance Manager	1/
Water Resources Manager	Categories I, II, III & IV
Projects Manager	Categories I, II, III & IV
Members of the Board of Directors	1/
Administrative Services Manager	Categories I, II, III & IV
Business Services Manager	Categories I, II, III & IV
Power Systems Manager	Categories I, II, III & IV
Compliance Manager	Categories I, II, III & IV
Sr. Hydro Engineer	Categories I, II, III & IV
Maintenance Foreman	Categories I, II, III & IV
Assistant Power Systems Manager —	Category 1, 2, 3 & 4
Senior Accountant	Category 1 & 2
Associate Accountant	Categories I & II
Administrative Coordinator	Exempt
Administrative Assistant	Exempt
Office Manager	Exempt
Working Foreman	Categories I, II & III
Supervising Communications Technicia	ın Categories I, II & III
Supervising Electrical Technician	Categories I, II & III
Senior Operator	Exempt
Operator	Exempt
Plant Mechanic	Exempt
Utility Worker	Exempt
Hydro Maintenance Worker	Exempt
Ditch Tender	Categories I & II
Assistant Ditch Tender	Categories I & II
Peripheral Facilities Care Taker	Categories I& II
Electrician	Exempt
Communications Technician	Exempt

Officials Who Manage Public Investment: It has been determined that the persons in these positions manage public investments within the meaning of Government Code section 87200 and California Code of Regulations, title 2, section 18701(b); therefore, they are subject to state law requirements concerning disclosure and filing of statements of economic interest.

Consultants: Consultants (as defined at FPPC Regulation, 2 CCR section 18701(a)(2)) shall be included in the list of designated positions and shall disclose interests and investments in accordance with the broadest disclosure category in the Agency's conflict of interest code, subject to the following limitation. The Engineer-Administrator may determine (a) whether a particular independent contractor is a consultant, as defined, and (b) that a particular consultant, although a 'designated position,' is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The General Manager's determination under (b) shall be in writing and include a description of the consultant's duties, and based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same mariner and location as the Agency's conflict of interest code.

Safety & Records Coordinator Sr. Hydrographer General Counsel Consultants Exempt Exempt Categories I, II, III & IV

- The Senior Accountant position has been deleted
- The Utility Worker position has been deleted
- Add Business Services Manager position
- Add Maintenance Foreman
- Add Compliance Manager
- The Hydrographer position became Sr. Hydrographer
- The Assistant Power Systems Manager became Sr. Hydro Engineer

Revised 3/7/2014

^{1/} Officials Who Manage Public Investment: It has been determined that the persons in these positions manage public investments within the meaning of Government Code section 87200 and California Code of Regulations, title 2, section 18701(b); therefore, they are subject to state law requirements concerning disclosure and filling of statements of economic interest.

Consultants: Consultants (as defined at FPPC Regulation, 2 CCR section 18701(a)(2)) shall be included in the list of designated positions and shall disclose interests and investments in accordance with the broadest disclosure category in the Agency's conflict of interest code, subject to the following limitation. The Engineer-Administrator may determine (a) whether a particular independent contractor is a consultant, as defined, and (b) that a particular consultant, although a 'designated position,' is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The General Manager's determination under (b) shall be in writing and include a description of the consultant's duties, and based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same mariner and location as the Agency's conflict of interest code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

<u>Category</u> <u>Description of Interest to be Disclosed</u>

I. Investment and Real Property Interests

Reporting requirements are set forth in 2 California Code of Regulations, §18730, (b), Section 7 (A) as follows:

- 1. A statement of the nature of the investment or interest.
- 2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged.
- 3. The address or other precise location of the real property.
- 4. A statement whether the fair market value of the investment or interest in real property exceeds \$1,000, \$10,000 or \$100,000.

For the purpose of disclosure only (not disqualification), an interest in realproperty does not include the principal residence of the filer.

Investments and interests in real property which have a fair market value of less than \$1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of ten percent or greater.

II. Income, Gifts and Loans

Reporting requirements are set forth in 2 California Code of Regulations, §18730, (b), Section 7 (B) as follows:

The name and address of each source of income aggregating \$250
or more in value, or \$50 dollars or more in value if the income was
a gift, and a general description of the business activity, if any, of
each source.

- 2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source was \$1,000 or less, greater than \$1,000, or greater than \$10,000.
- 3. A description of the consideration, if any, for which the income was received.
- 4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received.
- 5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

Income includes the community property interest of the filer in the income of his or her spouse, but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

III. Business Entity Income

Reporting requirements are set forth in 2 California Code of Regulations, §18730, (b), Section 7 (C) as follows:

- 1. The name, address, and a general description of the business activity of the business entity.
- 2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

Income of a business entity must be reported if the direct, indirect, or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest.

IV. <u>Business Positions</u>

Reporting requirements are set forth in 2 California Code of Regulations, §18730, (b), Section 7 (D) as follows:

1. The name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which he or she holds any position of management.

- 2. A description of the business activity in which the business entity is engaged.
- The employee's position with the business entity.

^{1/} Officials Who Manage Public Investment: It has been determined that the persons in these positions manage public investments within the meaning of Government Code section 87200 and California Code of Regulations, title 2, section 18720; therefore, they are subject to state law requirements concerning disclosure and filing of statements of economic interest.

Consultants: Consultants (as defined at FPPC Regulation, 2 CCR section 18700) shall be included in the list of designated positions and shall disclose interests and investments in accordance with the broadest disclosure category in the Agency's conflict of interest code, subject to the following limitation. The Engineer-Administrator may determine (a) whether a particular independent contractor is a consultant, as defined, and (b) that a particular consultant, although a 'designated position,' is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The Engineer-Administrator's determination under (b) shall be in writing and include a description of the consultant's duties, and based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same mariner and location as the Agency's conflict of interest code.

The County of Yuba

BOARDOFSUPERVISORS



MARCH 11, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:31 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe and Hal Stocker. Supervisor Griego was absent. Also present were County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

I. <u>PLEDGE OF ALLEGIANCE</u> - Led by Supervisor Stocker

A moment of silence was held in recognition of our military soldiers who have been lost or injured in this current conflict.

- II. ROLL CALL Supervisors Vasquez, Nicoletti, Abe, Stocker Supervisor Griego was absent.
- III. <u>CONSENT AGENDA:</u> All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve Consent Agenda MOVED: Hal Stocker SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti NOES: None ABSENT: Supervisor Griego ABSTAIN: None

A. Auditor-Controller

1. (075-14) Authorize out of state travel for the Auditor to attend Government Finance Officers Association training seminar in Reno, Nevada. Approved.

B. Clerk of the Board of Supervisors

- 1. (076-14) Appoint Dennis Michael Ayres to the Area 4 Agency on Aging Advisory Council to finish the current term ending June 2014, and serve a three year term ending June 30, 2017. Approved.
- 2. (077-14) Approve minutes of the meeting of February 25, 2014. Approved as written.

C. Health and Human Services

1. (078-14) Adopt resolution authorizing the Director of Health and Human Services or her designee to implement changes to General Assistance Standards of Aid. (Human Services Committee recommends approval) Adopted Resolution No. 2014-13, which is on file in Yuba County Resolution Book No. 45.

D. Human Resources and Organizational Services

- 1. (079-14) Adopt resolutions amending the Position Allocation and Classification System-Basic Salary schedules effective March 1, 2014 as they relate to Community Development and Services and Health and Human Services Departments. Adopted Resolution No. 2014-14 and 2014-15 respectively, which are on file in Yuba County Resolution Book No. 45.
- 2. (080-14) Adopt resolutions amending the Position Allocation and Classification System-Basic Salary schedules effective April 1, 2014 as they relate to Sheriff's Department. Adopted Resolution No. 2014-16 and 2014-17 respectively, which is on file in Yuba County Resolution Book No. 45.

E. Sheriff-Coroner

- 1. (081-14) Approve agreement with Department of Agriculture, Tahoe National Forest, for law enforcement to fight controlled substances on forestland and authorize Chair to execute. Approved.
- (082-14) Adopt resolution authorizing the Sheriff to execute the State application for financial aid for the boating program for Fiscal Year 2014-2015; and approve a contract with the California Department of Boating and Waterways for boating safety and enforcement activities for Fiscal Year 2014-2015 and authorize the Chair to execute. Adopted Resolution No. 2014-18, which is on file in Yuba County Resolution Book No. 45.
- 3. (083-14) Approve cooperative agreement with United States Department of Agriculture, Plumas National Forest to provide campground patrols on forestland and authorize the Chair to execute. Approved.

IV. PUBLIC COMMUNICATIONS:

Ms. Lori Jacobs, Assembly Bill 2205 Use of dogs to pursue bears and bobcats

Legislative Analyst Russ Brown advised inclusion of AB2205 in presentation scheduled before the Board on March 18, 2014.

V. <u>COUNTY DEPARTMENTS</u>

A. Board of Supervisors

1. (084-14) Receive presentation from California Association of Counties Executive Director Matt Cate. (No background information) (Fifteen minute estimate)

Executive Director Matt Cate and Senior Advocate Jean Hurst provided a brief background of the legislative agenda for 2014, and issues being addressed including the following:

- AB109 Criminal Realignment impacts and funding
- Rise in February revenues
- Dip in sales tax
- State to repay monies owed to Counties in 2014
- Statewide transportation
- Williamson Act

B. County Administrator

1. (085-14) Receive report regarding status of Sheriff's Yuba Street facility and provide direction as appropriate. (Twenty minute estimate) County Administrator Robert Bendorf and Administrative Services

Director Doug McCoy recapped the current status of the Yuba Street building, and responded to Board inquiries.

Sheriff Durfor recapped the benefits of moving the Sheriff's operations out of the courthouse and creating more space for remaining departments and the courts.

Mr. Bendorf recapped the financial costs expended and potential available funding sources. Following additional discussion Board consensus, was received to proceed with the bid process.

VI. <u>CORRESPONDENCE</u>

- A. (086-14) Notices from California State Water Resources Control Board of temporary urgency change petition to reduce minimum in stream flows in the lower Yuba River for February 1 through March 31, 2014. Received.
- B. (087-14) Notice from the Yuba County Auditor enclosing the Independent Audit of the financial records for Reclamation District 784, and Sutter-Yuba Mosquito and Vector Control District for year ending June 30, 2013. Received.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Vasquez: First 5 Yuba Commission mini grants

Supervisors Abe:

- Wheatland High School Board meeting February 11, 2014
- NCCC Youth Council meeting February 12, 2014
- Julie Taylor Renaissance Program February 15, 2014
- End Zone Ribbon Cutting ceremony February 18, 2014
- Home Emergency Renovation Opportunity (HERO) February 19, 2014
- Emergency Medical Care meeting February 19, 2014
- NCCC Retreat in Colusa February 20, 2014
- Bounce back breakfast February 21, 2014
- Yuba County Water Agency special meeting February 21, 2014
- Farm Bureau meeting February 21, 2014
- Yuba Sutter Peace Officer of the Year Awards banquet February 22, 2014
- North Yuba Water District meeting March 10, 2014
- Bok Kai Parade March 1, 2013
- Bok Kai Hostess Dinner Reception 28, 2014
- Memorial Adjournment Mr. Robert "Bob" Taylor
- Wheatland Lions Club St. Patrick's Day Dinner March 16, 2014

Supervisor Vasquez left the meeting at 1:00 p.m.

Supervisor Stocker: Historic Marysville Dam

Supervisor Nicoletti:

- Peach Tree Health Care Board meeting February 26, 2014
- Fish and Game Advisory Commission meeting March 6, 2014
- Community Services Commission meeting March 6, 2014

- Yuba Sutter Legal Services
- Yuba Sutter Peace Officer of the Year Awards banquet February 22, 2014
- Memorial Adjournment Mrs. Gay Sellers

County Counsel Angil Morris-Jones: Kiwanis Club Italian Night

- VIII. <u>CLOSED SESSION</u>: The Board retired into closed session to discuss the following at 11:06 a.m. and retuned at 11:39 a.m. with all present as indicated above.
 - A. Personnel pursuant to Government Code §54957 <u>Public Employee Discipline/Dismissal/Release</u> By unanimous the Board upheld the decision of the department head.
 - B. Personnel pursuant to Government Code §54957(a) <u>Labor Negotiations YCEA/County of Yuba</u> Direction was given.
 - C. Personnel pursuant to Government Code §54957 <u>Department Head Evaluation/Agricultural Commissioner</u> Postponed to March 18, 2014
- IX. <u>ADJOURN</u> 11:40 a.m. in memory of Mrs. Gay Sellers and Mr. Robert "Bob" Taylor.

ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS		Chair
By: Rachel Ferris, Deputy Clerk	Approved:	

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



BUILDING 108-14

CODE ENFORCEMENT 749-5455 • Fax 749-5464

FAVOR TALL HEALTH • CUPA 749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES 749-5460 • Fax 749-5464

> PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION 749-5430 • Fax 749-5434

TO:

Board of Supervisors

FROM:

Michael Lee, Public Works Director

SUBJECT:

Maintained Mileage of Yuba County Road Network

DATE:

March 25, 2014

Recommendation

Approve the attached resolution certifying the 2013 Maintained Road Mileage and Functional Classification.

Background

This list is updated annually to reflect changes during the previous year due to abandonment's, additions from new construction, and urban boundary changes.

Discussion

Section 2121 of the Streets and Highways Code requires each County to certify to the California Department of Transportation on an annual basis the number of miles in our road system and the functional classification of street and road segments. Exhibit "A" Tabulation and Exhibit "B" Functional Classification Definitions Exhibit "C" and Functional Classification Map, have been filed in the Office of the Clerk of the Board of Supervisors indicating that 2.25 miles have been added to our road system for 2013.

Committee Action

The Land use and Public Works Committee was by-passed because this certification is routinely completed annually.

Fiscal Impact

None.

Attachment

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUT	rion	CONCERI	NING	THE)
COUNTY	MAIN	TAINED	MILE	AGE)

RESOLUTION	NO.

WHEREAS, Section 2121 of the Streets and Highways Code provides that in May of each year, the County shall submit to the Department of Transportation any additions to or exclusions from its mileage of maintained County roads, specifying the terminus and mileage of each route added to or excluded; and classify each of the street and road segments that the State has record of in the Highway Performance Monitoring System (HPMS) Database that corresponds to the FHWA approved California Road System (CRS) Maps coded by one or two-digit numeric Functional Classification (FC) codes; and

WHEREAS, the Department of Transportation certified to the State Controller in the year 2012 that the total mileage of maintained County roads was 654.65 miles and;

NOW THEREFORE, BE IT RESOLVED, that the total mileage of maintained County roads for 2013 is 656.90 miles. Additions, exclusions or corrections for the 2013 year are indicated in bold print on the Tabulation marked Exhibit "A". Exhibit "A"

is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED, that the rural and urban functionally classified street and road segments that the State has record of in the HPMS database, and that correspond to the FHWA approved CRS Maps, are coded as outlined in Exhibit "B" in the year 2013. Exhibit "B" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED, that the rural and urban functionally classified street and road segments that the State has record of in the HPMS database, and that correspond to the FHWA approved CRS Maps, are coded as shown on the map in Exhibit "C" in the year 2013. Exhibit "C" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED AND ORDERED, that duplicate copies of the hereinabove said Exhibit "A", Exhibit "B" and Exhibit "C" shall be filed in the office of the Clerk of the Board of Supervisors of the County of Yuba.

PASSED	AND	ADOPTE	at a	a re	egula	r me	eetir	ng of	the	Board	d of
Supervisors	of t	he Cou	nty of	Yu	ba,	Stat	e of	Cali	forn	ia on	the
day of	<u> </u>		_		2014	by	the	follo	wing	vote:	
AYES:											
NOES:											
ABSENT:											
ABSTAIN:											
					Ch	airm	an				
ATTEST: DON				SORS	3						
					_						

ANGIL P. MORRIS-JONES YUBA COUNTY COUNSEL APPROVED AS TO FORM:

		YUBA COUNTY	OUNTY		Г		
Я:		MAINTAINED ROAD DATA	ФАБ БАТА				SS
BAMUN GAG			CHANN CHANNE	ENGTH MIL	9AI TANIGROO	IILEAGE FR	имст. ссъ
วน	ROAD NAME	25 N DEALE BOAD	END CONTROL OF THE PROPERTY OF	30/2	W S	^	1
421	A RU	867 FEATHER RINGE DRIVE	CNI	0.03 2	980 860		7
863	863 ABBOTSFORD COORT	857 CALABRESE WAY	END	0.02 2	860 860		7
	906 ABERDEEN COURT	849 LOCHCARRON DRIVE	END	0.003 16H15			7
Ç	106 ARFRNATHY RD	PLU NF BDRY	3 FORBESTOWN RD	0.74 07G13	13 10H	740	7
	106 ABFRNATHY RD	107 OLD KNOX ROAD	PLU NF BDRY	0.30 07G13	13 10H		7
517	514 ACACIA WY	481 CATALPA ST	513 ASPEN WY	0.27 06H15	-		7
83	835 AFFIRMED DRIVE	833 EGYPTIAN WAY	834 BUCKSKIN WAY	0.11 06H25	\dashv		7
35	359 ALBERTA AVE	35 NORTH BEALE RD	36 HMT SMTVLE RD	0.53 06H15	\dashv	_	7
37.	375 ALBRECHT AVE	35 N BEALE ROAD	END	0.21 06H15	\dashv	4	7
4	405 ALGODON RD		25 PLUMAS ARBOGA RD	0.39 06H25	\dashv	4	2
4	405 ALGODON RD	43 FEATHER RIVER BLV	405 ALGODON RD	2.27 06H25	+	7	7
4	405 ALGODON RD		44 RIVEROAKS BLVD	0.08 06H25	+	4	7
31	317 ALICIA AVE	43 FEATHER RIVER BLV	23 GRAND AVE	0.43 06H15	+	430	2
31	317 ALICIA AVE	23 GRAND AVE	321 PASADO RD	0.27 06H15	+	\downarrow	7
31	317 ALICIA AVE	441 RIVERSIDE DR	43 FEATHER RIVER BLV	0.42 06H15	+	4	7
16	168 ALLEGHANY RD	SH049	S180 SIE CO RD	2.49 07G	-	5	7
31	312 ALMOND AVE	441 RIVERSIDE DR	311 POPLAR AVE	0.09 06H15	+	\downarrow	7
3	397 ALPINE WAY	35 N BEALE ROAD		0.26 06H15	\dashv	260	7
73	738 AMARANTH STREET	736 BAMBOO STREET	739 VELVET LEAF STREET	0.23 06H25	\dashv	_	7
76	760 AMARILLO COURT	761 DRY GULCH TRAIL DRIVE	END	0.05 06H25	+	20	7
23	235 AMES RD	233 LAURELLEN RD	END	0.37 06G		370	7
7	799 ANCHOR BAY WAY		797 SANTA CRUZ DRIVE	0.05	-		7
3	303 ANDERSON AVE	EAST LINE TRLIA SETBACK LEVEE R/W	END	0.59 06H25	+	_	7
65	653 ANGELICA WAY	619 MCCARTHY AVE	616 BARNEY AVE	0.17 06H25	\dashv	-	7
79	795 ANNADEL COURT	788 WESTPORT WAY	END	0.04	┥		7
12	707 APPALOOSA RANCH COURT	706 THUNDER RANCH	END	0.06 06H25	\dashv	8	7
63	638 APTOS CREEK COURT	635 BIDWELL BAR DRIVE	END	0.10 06H25	+	100	7
2	22 ARBOGA RD	37 BROADWAY	ᄆ	0.30 06H25	+	300	2
7	22 ARBOGA RD	25 PLUMAS ARBOGA	32 MC GOWAN PKWY	1.45 U6H25	25 04E	4	
7	22 ARBOGA RD	32 MC GOWAN PKWY	43 FEATHER RIVER BLV	3.00 000125	+	onas	O L
45	498 ARCANO AVE	496 MAPLEHURS I SI	END SOUTH DOMEST	4.00 061	+	1	
35	354 ARDMORE AVE	347 NINTH AVE	32 MCGOWAN PRWY	1.00 UOH 15	+	2	1
39	688 ARLINGTON WAY	687 NOTTING HILL WAY	69/ ISLEWORTH WAY	0.07 UBHZ5	+	2 8	1
22	228 ARMSTRONG RD	14 WOODRUFF LANE	END	0.03 00555	+	630	1
42	427 ASH WAY			0.37 06H15	-+	370	~
74	747 ASPEN PEAK STREET	743 MEADOW RANCH STREET	780 SNOWY EGRET STREET	0.06 06H25	+	8	7
5	513 ASPEN WY	483 HICKORY LN	444 CHESTNUT RD	0.48 06H15	\dashv	480	7
6	618 ASTER COURT	653 ANGELICA WAY	END	0.04 06H25	+	49	7
٣	787 ATHERTON WAY	END	END	0.42	+	4	7
9	676 AUGUST WAY	678 JUNE WAY	336 ROSE AVENUE	0.25 06H25	+	5	
8	878 AUTUMN LANE	882 FREESTONE DRIVE	E SUBDIVISION BOUNDRY	0.08 06H15	+	1	7
.9	679 AVERY STREET	677 SUMMERFIELD LANE	676 AUGUST WAY	0.06 06H25	25 11G	9	_

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	A HOIDS						
8 3	MAINTAINED ROAD DATA	KOAD DATA	SE	5	:	MC	S
BBMUN GAO			ENGTH MILI	ABAMUN 9A	9А ЭТАИІОЯОО	HEAGE FRO	
224 AVOCET DR	ROD EACH EIN	623 EAIDWAY DD	יורו	M OC OC			1
370 AVONDALE AVE	36 HMT SMTVI F RD	35 N REALE RD	0.20	0.20 06H25	90	300	- 14
370 AVONDALE AVE	35 N BEALE RD	END	0.30	0.29 06H15	050	290	1
262 BABBINGTON RD	17 SIMPSON LANE	END	0.85	0.85 06H15	04D	850	7
864 BAIRDSLEY COURT	867 FEATHER RIDGE DRIVE	END	0.11	2	960	110	7
158 BAKER RD	FOREST BDRY	END	1.10 07G	076	03G	1100	7
158 BAKER RD	125 GARDEN VALLEY	FOREST BDRY	1.90 07G	07G	03H	1900	7
219 BALD MT RD	8 MARYSVILLE RD		1.90 07G	07G	08B	1900	7
736 BAMBOO STREET	735 YARROW STREET	744 MORNING GLORY STREET	0.33	0.33 06H25	03D	33	7
616 BARNEY AVENUE	653 ANGELICA WAY	621 BLUEBELL AVE	0.07	0.07 06H25	01F	2	7
141 BARTON HILL RD	1 LA PORTE RD	BUTCO	2.25	_	046	2250	_
419 BAUGH SI	31 OLIVEHURST AVE	354 ARDMORE AVE	0.10	0.10 06H25	91F	9	7
419 BAUGH SI	354 ARDMORE AVE	355 FLEMING WAY	0.13	0.13 06H25	101	130	-
419 BAUGH SI	355 FLEMING WAY	357 POWERLINE RD	0.25	06H25	110	220	-
SUB BAYMON CI	909 HEARTLAND DR	END	0.02			1	-
4/9 BAYWOOD WAY	469 FERNWOOD DR	END	0.07	06H15	96	8	$\overline{}$
110 BEAN CLIPPER RD	1 LA PORTE RD	1 LA PORTE RD	3.00 07G	07G	02F	3000	^
110 BEAN CLIPPER RD	1 LA PORTE RD	1 LA PORTE RD	6.20 07G	07G	02F	6200	7
411 BEAVER LANE	346 EIGHTH AVE	345 SEVENTH AVE	0.13	0.13 06H15	9E	130	_
770 BEDROCK COURT	767 POTOMAC WAY	END	90.0	2	960	09	^
448 BEEDE AVE	35 N BEALE ROAD	451 SIERRA WAY	0.10	0.10 06H15	05F	9	^
	869 TARRANT DRIVE	W SUBDIVISION BOUNDRY	0.10	0.10 06H25	02E	100	7
622 BELLIS COURT	31 OLIVEHURST AVE	END	0.08	0.08 06H25	01F	80	7
		681 LEIGHTON GROVE DRIVE	0.27	0.27 06H25	10E	270	7
891 BERMUDA DRIVE	892 SAINT ANDREWS DRIVE	890 ROSS RANCH CIRCLE	0.40	0.40 06H25	06F	400	7
338 BERNICE AVE	URBAN LIMIT	END	0.85	0.85 06H25	017	820	^
338 BERNICE AVE		URBAN LIMIT	0.03	0.03 06H25	01)	30	7
668 BERTAS COURT	635 BIDWELL BAR DRIVE	END	0.11	0.11 06H25	08F	110	7
252 BEVAN RD	10 LOMA RICA ROAD	END	0.88	0.88 07G41	02G	880	7
394 BEVERLY AVE	31 OLIVEHURST AVE	357 POWERLINE ROAD	0.49	0.49 06H25	01F	490	7
394 BEVERLY AVE	31 OLIVEHURST AVE	621 BLUEBELL AVE	0.03	0.03 06H25	01F	30	7
635 BIDWELL BAR DRIVE	634 OREGON CREEK WAY	673 HIGH NOON DRIVE	0.62	0.62 06H25	08F	410	7
499 BIGLOW DR	END	END	0.26	0.26 06H25	02F	259	^
365 BINGHAM AVE	21 LINDHURST AVE	443 PACKARD AVE	0.14	0.14 06H15	09D	140	_
476 BIRCH CT	469 FERNWOOD DR	END	0.04	0.04 06H15	190	40	7
815 BISHOP LANE	816 JORDAN DRIVE	818 WALLEN DRIVE	0.11	0.11 06H15	04)	110	7
560 BLACK ANGUS WY	543 DONALD DR	541 DEATON DR	0.15	0.15 06H25	01F	150	7
165 BLACKFORD RD	42 CAMP FAR WEST	PLA CO	0.40	2	07F	400	7
880 BLOOM DRIVE	885 CLING DRIVE	659 RIVERBANK DRIVE	0.24	06H15	H90	240	7
247 BLUE GRAVEL RD	19 SMARTVILLE RD	1025 BLUE GRAVEL RD	0.11	07G53	06A	19	7
621 BLUEBELL AVENUE	619 MCCARTHY AVE	616 BARNEY AVE	0.09	06H25	91	8	^
782 BLUEGRASS STREET	855 LINKS PARKWAY	784 FIDDLENECK STREET	0.25	06H25	030	250	7
667 BOARDWALK DRIVE	660 POPPY WAY	576 RIVER RUN DRIVE	0.25	0.25 06H15	96E	250	/

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Source: Department of Transportation Office of Highway System Engineering

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		VEHILOO A GUIN CANG	N. C.					
Я:		MAINTAINED ROAD DATA	DAD DATA	ES.	8	=	WO	SS
BAMUN GAOS	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	HAP NUMBER	AAM COORDINATE	MILEAGE FRO	FUNCT. CLAS
458	458 BOMANN DR	418 FOURTEENTH ST	END	0.18	90	шU		7
249	BOYER RD	SH070	END	0.31 06G	990	H80	310	7
415	415 BRADLEY	306 MYRNA AVE	END	0.05	0.05 06H15	08C	20	7
332	332 BRADSHAW RD	END	334 OSTROM ROAD	2.20 2	2	07D	2200	7
884	884 BRANCH WAY	887 PEACH TREE DRIVE	881 COBBLER LANE	0.15	0.15 06H15	H90	150	7
282	282 BRANDIE DR	10 LOMA RICA RD	283 DAWN DR	0.65 07G	07G	07B	650	7
699	669 BRANDING IRON WAY		673 HIGH NOON DRIVE	0.36	0.36 06H25	08F	360	7
587	587 BRENT DRIVE	544 SUTTER ST	END	0.27	06H15	05G	270	7
723	723 BRIANNA AVENUE	724 SEYKOTA AVENUE	726 SUNDARI AVENUE	0.10	0.10 06H25	티	9	7
633	633 BRIDGEPORT WAY	44 RIVER OAKS BLVD	635 BIDWELL BAR DRIVE	0.12	0.12 06H25	98F	120	^
209	BROAD ACRES WAY	602 WILCOX RANCH ROAD	END	0.24	0.24 06H25	08F	240	7
302	302 BROADWAY	EAST LINE TRLIA SETBACK LEVEE R/W	END	1.95	1.95 06H25	04E	2800	7
853	853 BROKEN BIT DRIVE	669 BRANDING IRON WAY	909 HEARTLAND DR	0.25	0.25 06H25	99F	150	7
708	708 BROKEN SPUR WAY	606 COFFEE CREEK WAY	712 SLINGSHOT DRIVE	0.48	0.48 06H25	08F	480	7
709	709 BRONCO DRIVE	606 COFFEE CREEK WAY	712 SLINGSHOT DRIVE	0.39	06H25	08F	390	7
538	538 BROOKGLEN DR	499 BIGLOW DR	658 SOPHIA STREET	0.24	06H25	02F	88	7
376	376 BROPHY RD	35 N BEALE ROAD	36 HMT SMTVLE RD	1.60	2	06C	1600	7
376	376 BROPHY RD	36 HMT SMTVLE RD	END	0.94	2	05C	940	7
497	497 BROUGHAM WAY	496 MAPLEHURST ST	END	60.0	06H25	02F	06	7
218	218 BROWNS VALLEY SCHOOL RD	SH020	8 MARYSVILLE RD	0.75 07G	07G	960	750	7
420	420 BRYDEN RD	36 HMT SMTVLE RD	END	0.37	0.37 06H15	03K	370	7
834	834 BUCKSKIN WAY	22 ARBOGA ROAD	830 CITATION DRIVE	0.13	0.13 06H25	01E	130	7
410	410 BURDICK RD	304 CNTRY CLUB RD	END	0.32	06H25	09D	320	7
575	575 BUTLER DR	544 SUTTER ST	546 COLLEGE VIEW DR	0.20	0.20 06H15	04F	200	7
265	BUTTER MILK COURT	592 INDEPENDENCE TRAIL	END	0.05	0.05 06H25	08F	20	7
493	493 BUTTERCUP LN	22 ARBOGA ROAD	491 BUTTERFLY LN	0.45	0.45 06H25	916	450	7
491	491 BUTTERFLY LN	22 ARBOGA ROAD	493 BUTTERCUP LN	0.39	0.39 06H25	01E	330	7
672	672 CACTUS DRIVE	668 BERTAS COURT	669 BRANDING IRON WAY	0.20	0.20 06H25	08F	200	7
857	CALABRESE WAY	866 CHALICE CREEK DRIVE	859 EARHART WAY	0.14 2	2	960	140	^
561	CALISTOGA DR	543 DONALD DR	541 DEATON DR	0.15	0.15 06H25	01F	120	7
150	CALVIN LN		145 SPENCER ST	90.0	0.06 07G1	04A	9	7
909	605 CALYPSO RANCH DRIVE	606 COFFEE CREEK WAY	604 GOLD NUGGET WAY	0.45	0.45 06H25	8	420	^
42	CAMP FAR WEST RD	40 SPENCEVILLE RD	41 LONG RAVINE RD	6.60 2	2	07F	0099	9
42	CAMP FAR WEST RD	41 LONG RAVINE RD	NEV CO	1.02	2	07G	1020	^
143	CAMPTONVILLE ST	146 CLEVELAND AVE	SH049	0.09	0.09 07G1	04A	90	7
352	CANAL ST		341 THIRD AVE	0.19	06H15	08E	190	7
593	593 CANYON CREEK TRAIL	592 INDEPENDENCE TRAIL	589 SECRET LAKE TRAIL	0.29	0.29 06H25	08F	290	7
369	699 CAREY COURT	697 ISLEWORTH WAY	END	0.03	06H25	10E	30	7
611	611 CASA DULCE WAY	613 LINDENMEIR DRIVE	602 WILCOX RANCH ROAD	0.27	0.27 06H25	08F	270	7
481	CATALPA ST	444 CHESTNUT RD	513 ASPEN WY	0.23	0.23 06H15	07E	230	7
563	S CATTAIL CT	364 RUPERT AVE	END	0.12	06H15	06E	120	7
264	CATTAIL DR	364 RUPERT AVE	571 TWISTED RIVER DR	0.37	06H15	390	370	7
98(860 CAVANAUGH COURT	866 CHALICE CREEK DRIVE	END	90.0	2	98B	9	7

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		EATION A	¥ -					
83		MAINTAINED ROAD DATA	OAD DATA	S3	5	:	WC	S
IBMUN DAO				ENGTH MILI	AP NUMBER	9А ЭТАИІДЯОО	ILEAGE FRO	UNCT. CLAS
ਸ	KOAD INAME	544 SHITTED ST	E46 COLLEGE VIEW DB	13	-	S L	- 11	۱ <u>-</u>
314	CEDAR I ANE	347 ALICIA AVE	345 COLLECT VIEW DIV	0.75	06H15	200	250	7
128	CELESTIAL VLY RD	159 RIDGE ROAD	END	0.81 07G	76	SEE CONTRACT	810	
866	866 CHALICE CREEK DRIVE	N SUBDIVISION BOUNDRY	S SUBDIVISION BOUNDRY	0.28	2	960	280	_
9	6 CHALLENGE CUT OFF	BUTCO	1 LA PORTE RD	2.41	2.41 07G13	G60	2410	2
263	263 CHANDLER RD	SH070	END	0.50 06G	990	H90	200	7
326	356 CHAPMAN AVE	355 FLEMING WAY	END	0.14 (0.14 06H15	99F	140	7
537	537 CHATEAU DR		ام	0.23	0.23 06H25	02F	9/	7
444	444 CHESTNUT RD	33 ERLE RD	31 OLIVEHURST AVE	1.01 (1.01 06H15	07D	1010	7
	444 CHESTNUT RD		33 ERLE RD	0.74 (0.74 06H15	၁ <u></u>	740	_
907	CHUCK YEAGER RD	36 HAMMONTON SMARTSVILLE RD	1017 (BEALE AFB)	9.69	07G	100	0699	2
246	246 CHURCH LANE	245 OBRIEN ROAD	247 BLUE GRAVEL RD	0.08	0.08 07G53	05A	8	$\overline{}$
685	685 CHURCHILL WAY	681 LEIGHTON GROVE DRIVE	MINORIES DRIVE	0.27 (0.27 06H25	티	240	^
765	765 CIMARRON DRIVE	44 RIVER OAKS BLVD	END	0.29	2	09B	290	^
114	114 CISSANO RD	SH049	END	0.09	_	05H	6	^
830	830 CITATION DRIVE	828 IRISH DRAUGHT WAY	834 BUCKSKIN WAY	0.34	06H25	01E	340	7
728	728 CLARICE AVENUE	726 SUNDARI AVENUE	31 OLIVEHURST AVE	0.03	0.03 06H25	01F	30	7
905	CLARIDGE COURT	901 GARNET WAY	END	0.01	2	09C	10	7
627	CLEAR WATER COURT	625 RAPID WATER WAY	END	0.07	06H25	96F	70	7
146	146 CLEVELAND AVE	SH049	115 MT HOUSE RD	0.73	07G1	02A	730	7
885	885 CLING DRIVE	887 PEACH TREE DRIVE	880 BLOOM DRIVE	0.09	0.09 06H15	H90	6	^
881	881 COBBLER LANE	880 BLOOM DRIVE	659 RIVERBANK DRIVE	0.23	0.23 06H15	H90	230	7
565	565 COBBLESTONE DRIVE	570 TADPOLE WAY	467 OAKWOOD DRIVE	0.47	0.47 06H15	96E	470	^
909	606 COFFEE CREEK WAY	607 BROAD ACRES WAY	600 ZANES DRIVE	0.71	0.71 06H25	岁	200	^
313	313 COHN AVE	310 SYCAMORE AVE	314 CEDAR LANE	0.31	0.31 06H15	05B	310	^
273	273 COLLEEN CT	271 VICKIE DR	END	0.09	0.09 07G41	04F	6	^
246	546 COLLEGE VIEW DR	35 NORTH BEALE RD	END	0.20	0.20 06H15	05G	204	_
339	339 COLLEGE WAY	394 BEVERLY AVE	418 FOURTEENTH ST	0.39	0.39 06H25	01F	330	7
269	269 COLLINS LAKE RD	8 MARYSVILLE RD	END	0.20 07G	07G	290	200	^
772	772 COLORADO DRIVE	44 RIVER OAKS BLVD	44 RIVER OAKS BLVD	0.39	2	98 0	330	^
775	775 COLUMBIA WAY	772 COLORADO DRIVE	END	0.07	2	09B	2	7
692	695 COPLEY WAY	673 HIGH NOON DR	684 PADDINGTON WAY	0.12	06H25	10E	8	7
533	533 COPPER LEAF CT	532 GOLD LEAF WY	END	0.04	0.04 06H25	016	40	^
808	809 CORDOZA DRIVE	806 PHEASANT RUN DRIVE	END	0.04	625	03E	40	^
529	559 CORNFIELD WY	543 DONALD DR	541 DEATON DR	0.15	0.15 06H25	01F	120	^
151	COSTA RD	1 LA PORTE RD	END	1.25 07G1	07G1	03F	1250	_
319 (COTTONWOOD AVE	23 GRAND AVE	441 RIVERSIDE DR	0.40	0.40 06H15	07C	400	_
472 (COUNTRY CLUB CT	464 WOODLAND DR	END	0.08	06H15	05F	80	7
304	COUNTRY CLUB RD	EAST LINE TRLIA SETBACK LEVEE R/W	43 FEATHER RIVER BLV	0.55	06H25	06A	1170	7
304	COUNTRY CLUB RD	43 FEATHER RIVER BLV	304 CNTRY CLUB RD	0.48	06H25	၁ <u></u>	480	^
304	COUNTRY CLUB RD	304 CNTRY CLUB RD	END	0.52	06H25	09D	520	^
839 (COUNTRY CREEK COURT	825 STONEY CREEK WAY	END	0.04	0.04 06H15	990	40	_
1691	169 COUNTY ROAD 169	PLU NF BDRY	END	1.00 07G	07G	056	1000	7

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		2013 YUBA GOUNTY				}	+	
Я		MAINTAINED ROAD DATA	DAD DATA	\$3	-			
IBMUN QAO	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	ENGTH MIL	BBMUN 9AN	TANIGROOS	NILEAGE FR	FUNCT. CLAS
169		129 OREGON HILL RD	PLU NF BDRY	.31	╁	၂	310	_
171	COUNTY ROAD 171		END		_	04B	50	7
172	COUNTY ROAD 172	8 MARYSVILLE RD	END	0.28		07G	280	7
270	COUNTY ROAD 270	8 MARYSVILLE RD	END	0.97 07G	Н	G90	970	7
276	COUNTY ROAD 276	10 LOMA RICA RD	END	0.83 07G41	7G41	10A	830	7
512	COUNTY ROAD 512	43 FEATHER RIVER RD	END	0.59 06H	П	05J	290	7
484	CRESS WAY	483 HICKORY LANE	483 HICKORY LN	0.17 06H15	Н	07E	170	7
692	RT	681 LEIGHTON GROVE DRIVE	END	0.04 06H25	6H25	10E	40	7
700	T	687 NOTTING HILL WAY	END	0.07 06H25	6H25	10E	20	7
730		733 SHAY AVENUE	END	0.03 06H25	\dashv	01F	30	7
802	802 CURRENT COURT	479 BAYWOOD DRIVE	END	0.04 06H15	\dashv	990	40	7
27	DAIRY RD	SH065	26 FORTY MILE RD	2.88 2	┪	080	2880	7
620	620 DAISY AVENUE	619 MCCARTHY AVE	END	0.05 06H25	┪	01F	20	7
335		32 MC GOWAN PKWY	END	0.39 06H25	H25	016	390	7
858	858 DANFORTH WAY	857 CALABRESE WAY	866 CHALICE CREEK DRIVE	0.10		09B	100	7
387	387 DANTONI RD	URBAN LIMIT	END	1.95 06H15	\dashv	03G	1950	7
387	387 DANTONI RD	36 HMT SMTVLE RD	URBAN LIMIT	0.51 06H15	\dashv	04G	510	7
181	181 DARK DAY RD	8 MARYSVILLE RD	END	0.33 1	-	07G	330	7
614	614 DARK HORSE WAY	600 ZANES DRIVE	44 RIVER OAKS BLVD	0.19 06H25	3H25	08F	190	7
501	501 DAUGHERTY RD	907 CHUCK YEAGER RD	END	0.29 2		04G	290	7
540	540 DAVID LN	302 BROADWAY	END	0.22 06H25		05D	220	7
251	251 DAVIS RD	17 SIMPSON LANE	END	0.60 06H15	Н	03C	009	7
283	283 DAWN DR	282 BRANDIE DR	279 KIMBERLY RD	1.04 07G	920	07B	1040	7
541	541 DEATON DR	32 MC GOWAN PKWY	561 CALISTOGA DR	0.45 06H25	6H25	01F	452	7
500	503 DEBORAH LANE	855 KENT WAY	516 MAYWOOD DR	0.25 06H15	6H15	05E	170	7
177	DEERCLIFF CT	174 IDLEWOOD CIR	END	0.08 07G13	-	10B	80	7
746	746 DEERWOOD STREET	742 HUNTER'S CREEK STREET	745 TRAIL LEAF STREET	0.23 06H25	\dashv	03D	230	^
785	789 DEL NORTE WAY	787 ATHERTON WAY	END	0.03		960	30	7
28.	281 DENNIS DR	279 KIMBERLY RD	283 DAWN DR	0.30 07G	7	07B	300	^
536	536 DEREK DR	442 FIR RD	444 CHESTNUT RD	0.22 0	\dashv	070	216	^
528	529 DIANE WY	527 LISA WY	END	0.10 06H15	\dashv	05D	100	^
26	261 DIGGINGS RD	19 SMARTVILLE RD	END	0.24 2		960	240	7
43	435 DIVOT ST	304 CNTRY CLUB RD	END	0.07 0	06H25	06E	2	^
17;	173 DIXON HILL RD	138 TEXAS HILL RD	1054	1.00 07G	17G	99E	1000	^
23	234 DOC ADAMS RD	233 LAURELLEN RD	END	0.50 06G55	96655	10A	200	7
367	DODSON AVE	368 MONTCLAIR AVE	END	0.10 06H15	6H15	050	100	7
22(220 DOLAN HARDING RD	9 PEORIA ROAD	8 MARYSVILLE RD	3.35 07G	920	07C	3350	7
54.	543 DONALD DR	32 MCGOWAN PKWY	END	0.51 06H25	6H25	01F	510	7
28(280 DORI CT	279 KIMBERLY RD	END	0.12 07G)7G	07C	120	7
79(790 DOS RIOS COURT	787 ATHERTON WAY	END	0.05	2	09B	20	7
8	811 DOVE DRIVE	806 PHEASANT RUN DRIVE	END	0.03	625	03E	30	_
9	601 DRAKES BAR COURT	602 WILCOX RANCH ROAD	END	0.05 06H25	96H25	18P	20	_
33	DRY CREEK LEVEE RD	SH065	29 OAKLEY LANE	0.54		08D	240	$\overline{}$

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NAP NAP		MAINTAINEI	MAINTAINED ROAD DATA	TES	Я:	3.	MOS	SS
MIL DRIVE 5000 COFFEE CREEK WAYY 614 DARK HORSE WAY 0.20 (MILD AZE)	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	aamun 9am	ЧАМ ТАИІДЯООЭ	MILEAGE FR 28AT	FUNCT. CLA
23 ERILE ROAD END END 0.05 (00Hz) 50 0 FF 50	SULCH TRAIL DRIVE	606 COFFEE CREEK WAY	614 DARK HORSE WAY	0.37		180	11	7
772 SIANDRA ANENILE END 0.00 G0 G0 F0	IN ST	33 ERLE ROAD	END	0.30	06H15	08K	300	7
The Control of the	S COURT	726 SUNDARI AVENUE	END	90.0	5 06H25	01F	20	7
The control of the	AN DRIVE	806 PHEASANT RUN DRIVE	END	0.0	625	03E	40	7
VEX. Color VEX.	ING AVE	360 LINDA AVENUE	END	0.47	t 06H15	05F	440	7
The control of the	MUIR WAY	648 LAKEPORT WAY	44 RIVER OAKS BLVD	0.27	1 06H25	08F	210	7
RT TAT MORGAND MRIVAE END 0.00 (6H25) 10E 50 T 302 BROADWAY S22 EAGLE LN 0.03 (6H25) 10E 50 T 302 BROADWAY S22 EAGLE LN 0.03 (6H25) 10E 50 T 302 BROADWAY S22 EAGLE LN 0.03 (6H25) 10E 50 S 202 FAIRWAY DR END 0.14 (6H25) 0.6E 140 B 522 FAIRWAY DR END 35 ERLE RD 0.14 (6H25) 0.6E 140 B 522 FAIRWAY DR BND 35 ERLE RD 0.03 (6H25) 0.0E 140 RF 35 FALE RDD BND 35 ERLE RD 0.01 (3H25) 0.0E 140 RF 35 FALE MAD BND 35 FERNING WAY 35 FE	OODY DRIVE	22 ARBOGA ROAD	875 HUSTON WAY	0.16	3 06H25	02E	160	
T 688 ADDINACTON WAY END END COLOR 50.30 GHZ-50 60.30 GHZ-50<	NGO COURT	711 MORGAN DRIVE	END	0.06	3 06H25	18F	09	7
322 FARKAVENUE END 0.12 GMIS 0.556 G	AM COURT	684 PADDINGTON WAY	END	0.0	3 06H25	9	9	\sqcap
372 PARK ALENUE END 0.14 0BH26 0.60 1.20 60 SEAR ALENDE END 0.14 0BH26 0.06 1.10 10 SEAR ALENDE BAD 1.10 0.10 0.2 0.06 1.10 10 SEAR ER D 1.10 0.10 0.0	(D	302 BROADWAY	522 EAGLE LN	0.5	5 06H25	05E	220	7
END END 0.10 2 0.00 0.10 0.00	RK AVE	372 PARK AVENUE	END	0.12	2 06H15	050	120	7
DEST CALABRESES WAY BASE CHALICE CREEK DRIVE 0.10 20 0.06	ELN	523 FAIRWAY DR		0.14	1 06H25	06E	140	7
ID THENTILADID DD END 0.08 (0HHz) 0.84 (0TC) 34 (0TC) 34 (0TC) 34 (0TC) 35 (0TC) 34 (0TC) 35 (0TC) 34 (0TC) 36 (0TC) 37 (0TC)	ART WAY	857 CALABRESE WAY	866 CHALICE CREEK DRIVE	0.10) 2	09B	100	7
IR 33 ERLE RD 33 ERLE RD 0.10 (00H25) 0.0E 440 RT 641 KNIGHTS FERRY DRIVE ENJBOLIVISION BOUNDRY 0.13 (06H25) 0.0E 140 VE 835 AFRIMED DRIVE ENJBOLIVISION BOUNDRY 0.13 (06H25) 0.0E 130 VE 355 FLEMING WAY 0.13 (06H25) 0.1E 130 VE 355 FLEMING WAY 0.24 (06H15) 0.0F 240 SCAPADIO WATER WAY END 0.02 (06H15) 0.0F 240 SCAPADIO WATER WAY END 0.02 (06H15) 0.0F 260 351 WESTERN AVE BY 0.02 (06H15) 0.0F 260 352 ARBOD WATER WAY BY 0.00 (06H15) 0.0F 260 354 WESTERN AVE BY 0.00 (06H15) 0.0F 260 355 WESTERN AVE	BURRIS RD	11 FRUITLAND RD	END	0.36	9 07G	03J	360	7
RTT 641 KNIGHTS FERRY DRIVE END 10 041	WATER CIR	33 ERLE RD	33 ERLE RD	36.0	3 06H15	06E	440	5
VE BSSA PEIRNED DRIVE ESUBDIVISION BOUNDRY 0.13 06H25 0.1E 130 VE 355 FLEMING WAY 355 FLEMING WAY 0.13 06H25 0.1F 130 VE 355 FLEMING WAY 355 FLEMING WAY 0.10 06H25 0.1F 240 CULY 357 FLEMING WAY END 0.24 06H5 0.F 240 31 OLIVEHURET AVE 32 PACIFIC AVE 33 PACIFIC AVE 34 PACIFIC AVE 34 PACIFIC AVE 35 PACIFIC AVE	ARDS COURT	641 KNIGHTS FERRY DRIVE	END	0.1	1 06H25	08F	110	7
VE 354 ARDMORE AVE 355 FLEMING WAY 0.13 IOGH-25 0 IF 130 VE 355 FLEMING WAY 837 POWERLINE RD 0.024 IOGH-35 0 IF 130 VE 355 FLEMING WAY END 0.024 IOGH-35 0 IF 240 SOF OWERLINE RD END 0.024 IOGH-35 0 IF 240 101 SOF OWERLINE RD END 0.024 IOGH-35 0 IF 0 IOGH-35 0 IF 0 IOGH-35 0 IOGH-35 <td>TIAN WAY</td> <td>835 AFFIRMED DRIVE</td> <td>E SUBDIVISION BOUNDRY</td> <td>0.13</td> <td>3 06H25</td> <td>01E</td> <td>130</td> <td>7</td>	TIAN WAY	835 AFFIRMED DRIVE	E SUBDIVISION BOUNDRY	0.13	3 06H25	01E	130	7
VE 355 FLEMING WAY 357 POWERLINE RD 0.24 IOBH2S 0 F 240 COURT 357 POWERLINE RD 0.04 IOBH S 0.9F 40 1 COURT 625 RAPID WATER WAY END 0.04 IOBH S 0.9F 40 1 31 OLIVEHURST AVE 357 POWERLINE RD 0.04 IOBH S 0.05 IOBH S 10F 500 32 ARBOGA RD 357 POWERLINE RD 0.05 IOBH S 1.0F 500 351 VOLVICHINAST AVE 357 POWERLINE RD 0.05 IOBH S 1.0F 500 352 ARBOGA RD 358 PACIFIC AVE 0.01 IOBH S 1.0F 500 354 SHOTO 10 VINCHINAS AVE END 1.53 IOBH S 1.0F 500 355 INDEPENCINE RAVE END 1.53 IOBH S 0.05 IOHS S	IEENTH AVE	354 ARDMORE AVE	355 FLEMING WAY	0.13	3 06H25	01F	130	7
ST POWERLINE RD END END ORG 06H15 OFF 820 SCOURT 625 RAPID WATER WAY 55 POWERLINE RD 0.04 06H15 10F 60 31 OLIVEHURST AVE 357 POWERLINE RD 0.02 06H15 10F 50 31 WESTERN AVE 31 OLIVEHURST AVE 0.20 06H15 10F 26 20 BELIZABETH AVE END 0.12 06H15 08B 120 21 CARBOGA ROAD END 0.20 06H15 08B 200 22 ARBOGA ROAD END 0.20 06H15 08B 200 22 ARBOGA ROAD 15 JACK SLOUGH RD 0.20 06H15 08B 200 23 HOZO 22 ARBOGA ROAD 15 JACK SLOUGH RD 0.04 06H15 0F 40 24 BE LEVER AVE END 0.04 06H15 0F 120 0F 120 25 HOZO 466 FERNWOOD DR END 0.04 06H15 0F 10 10 10 12 10 10 12 10 10 10 12 10 12 10 10	LEENTH AVE	355 FLEMING WAY	357 POWERLINE RD	0.5	1 06H25	01F	240	7
COURT GES FAPID WATER WAY END COUGHINER COUGHINE OFF 40 1 31 OLIVEHUST AVE 357 POWERLINE RD 0.26 06H15 10F 500 0.04H15 10F 500 22 ARBOGA RD 357 PACIFIC AVE 0.13 06H15 10D 110 10D 110 22 ARBOGA RD 353 PACIFIC AVE 0.13 06H15 10B 10D 110 308 ELIZABETH AVE END 0.13 06H15 0.08 B 120 307 ELIZABETH AVE END 0.13 06H15 0.08 B 120 308 ELIZABETH AVE END 0.13 06H15 0.08 B 120 308 ELIZABETH AVE END 0.13 06H15 0.08 B 120 469 ELIZABETH AVE END 0.13 06H15 0.06 06H15 0.06 06H15 0.06 52 ARBOGA ROAD 15 JACK SLOUGH RD 1.53 06H25 0.07 06H15 0.07	TH AVE	357 POWERLINE RD	END	0.83	2 06H15	99F	820	7
357 POWERLINERD 31 OLIVEHURST AVE 357 POWERLINERD 0.56 06H15 10E 500 22 ARBOGAR NAD 100 100 100 100 100 100 100 23 OS ELIZABETH AVE 100 100 100 100 100 100 100 100 24 ARBOGAR ROAD 15.0 06H25 0.26 07A 15.30 25 ARBOGAR ROAD 15.0 06H25 0.26 07A 15.30 25 ARBOGAR ROAD 15.0 06H25 0.26 07A 15.30 25 ARBOGAR ROAD 100 0.0 06H25 0.0 0.0 06H25 0.0 25 OS INDEPENCENCE TRAIL 100 0.0 0.0 06H25 0.0 0.0 25 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 0.0 26 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 0.0 27 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 28 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 29 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 100 0.0 0.0 20 OS INDEPENCENCE TRAIL 1.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 1.0 0.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL 1.0 0.0 0.0 0.0 20 OS INDEPENCENCE TRAIL	RBERRY COURT	625 RAPID WATER WAY		0.0	4 06H15	96 F	4	19
351 WESTERN AVE 31 OLIVEHURST AVE 0.26 06H15 10E 260 22 ARBOGAR AD 353 PACIFIC AVE 0.11 06H15 10D 110 22 ARBOGA ROD END 0.12 06H15 10B 120 22 ARBOGA ROAD END 0.20 06H15 10B 120 22 ARBOGA ROAD END 1.50 06H15 10B 120 22 ARBOGA ROAD IS JACK SLOUGH RD 0.20 06H15 10B 120 469 FERNWOOD DR END 460 EVELYN DR 0.12 06H25 07F 40 562 INDEPENCENCE TRAIL END 0.04 06H15 07F 40 562 INDEPENCENCE TRAIL BARROALINET 0.04 06H25 07G 0.04 06H25 07G 562 INDEPENCENCE TRAIL BARROALINE 0.04 06H25 0.05 06H25 0.05 06H25 0.05 06H25 0.06 06H25 0.07 06H25 0.07 06H25 0.07 06H25	ENTH AVE	31 OLIVEHURST AVE	- 1	0.50	06H15	티	200	5
22 ARBOGA RD 353 PACIFIC AVE 0.11 06H15 10D 110 END 308 ELIZABETH AVE END 0.12 06H15 08B 120 END 22 ARBOGA ROAD END 1.50 06H15 0.8B 1.00 END 15 JACK SLOUGH RD 1.50 06H15 0.8B 1.00 SH070 469 FERNWOOD DR 1.50 06H15 0.6F 40 A60 ELVER AVE END 0.04 06H15 0.6F 40 A60 ELVER AVE END 0.04 06H15 0.6F 40 EET 855 LINKS PARKWAY RND 735 YARROW STREET 0.09 06H25 0.6F 90 BEALE ARB BDRY 5.46 06H15 0.7H 5.46 06H15 0.7H<	ENTH AVE	351 WESTERN AVE		0.26	3 06H15	100	260	7
SET END 0.12 GeH15 08B 120 SIGY VIRGINIA AVE END 0.20 GeH15 08B 120 SAFOTO 150 GRADE 0.20 GeH15 08B 120 SHOTO 15 JACK SLOUGH RD 1.50 GGE5 0.74 1500 SHOTO 469 FERNWOOD DR END 0.04 GH15 06F 40 FET 460 EVELYN DR 0.04 GH15 06F 40 FET 485 LEVER AVE 460 EVELYN DR 0.04 GH15 06F 120 FET 852 LINKS PARKWAY 1735 YARROW STREET 0.03 GGH25 03D 30 INBAN LIMIT 107 BEALE AFB BDRY 5.46 GH15 07F 140 STARDOGA RD 17 LINDHURST AVE 0.04 GH15 07D 34D STARBOGA RD 21 LINDHURST AVE 0.23 GH15 07D 34D STARBOGA RD 21 LINDHURST AVE 0.23 GH15 07D 34D STARBOGA RD 832 FALABELLA WAY 0.28 GH25 01G 05D 06H15 01G SAD	ENTH AVE	22 ARBOGA RD		0.1,	1 06H15	9	110	7
END END COLO IOCHIS 0.20 IOCHIS 0.8B 200 22 ARBOGA ROAD END 1.50 IOCHIS 0.26 IOCHIS 0.0E 150 IOCHIS 0.0E 40 0.0E 0.0E 40 0.0E	R AVE	308 ELIZABETH AVE	END	0.13	2 06H15	08B	120	7
22 ARBOGA ROAD END 1.50 (6H25) 0.2E 1500 SHOTO 15 JOKC SLOUGH RD 1.50 (6H25) 0.7A 1530 SHOTO 469 FERNAND 60.04 (6H15) 0.04 (6H15) 0.0F 40 FET 460 EVELYN DR 0.04 (6H15) 0.0F 40 FET 460 EVELYN DR 0.01 (6H15) 0.0F 40 FET 852 INDEPENCENCE TRAIL END 0.09 (6H25) 0.0F 40 FET 852 LINKS PARKWAY 870 BEDFORD STREET 0.05 (6H25) 0.0F 40 URBAN LIMIT 1019 BEALE AFB BDRY 5.46 (6H15) 0.7D 60 2 ARBOGA RD 1018 BEALE RD 0.06 (6H15) 0.7D 60 3 STALE RD 21 LINDHURST AVE 0.34 (6H15) 0.7D 60 657 MARYCLAIR DRIVE 512 GH15 0.7D 0.05 (6H15) 0.0F 0.0F 0.0F 0.0F 0.0F 0.0F 0.0F	ВЕТН АVE	307 VIRGINIA AVE	END	0.20	06H15	08B	500	7
SHO70 SHO70 15 JACK SLOUGH RD 1.53 l06G55 07A 1530 469 FERNWOOD DR END 0.04 l06H15 06F 40 *** SE LEVER AVE END 0.01 l06H25 01G 120 *** SET INKS PARKWAY T35 YARROW STREET 0.03 l06H25 03D 30 *** SET LINKS PARKWAY 872 MC ALISTER COURT 0.01 l06H25 02E 140 *** BEDFORD STREET 872 MC ALISTER COURT 0.01 l06H25 02E 140 *** URBAN LIMIT 1019 BEALE AFB BDRY 5.46 l06H15 07H 5460 *** STARD CALISTER COURT 0.06 l06H15 07H 5460 07H *** STARD CALISTER COURT 0.01 l06H25 0.02 0.01 0.	AVE	22 ARBOGA ROAD	END	1.5(06H25	02E	1200	7
469 FERNWOOD DR END 0.04 06H 15 06F 40 485 LEVER AVE 460 EVELYN DR 0.02 06H 25 01G 120 592 INDEPENCENCE TRAIL END 0.09 06H 25 08F 90 EET 855 LINKS PARKWAY 872 MC ALISTER COURT 0.03 06H 25 03B 30 BTABAN LIMIT 1019 BEALE AFB BDRY 5.46 06H 15 07B 40 LINDHURST AVE 33 ERLE RD 0.06 06H 15 07B 40 21 LINDHURST AVE 0.34 06H 15 07D 340 22 ARBOGA RD 21 LINDHURST AVE 0.34 06H 15 07D 340 657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H 25 11E 110 32 MC GOWAN PKWY 515 ELTON AVE 0.18 06H 25 01G 520 N 664 EUGENE DRIVE END 0.13 06H 25 01E 130 N 654 EUGENE DRIVE 719 WATERFRONT COURT 0.013 06H 25 01E 130	RD	SH070	15 JACK SLOUGH RD	1.5	3 06G55	07A	1530	7
485 LEVER AVE 460 EVELYN DR 0.12 0H25 0.15 0H15	VOOD CT	469 FERNWOOD DR	END	0.0	4 06H15	190	40	\
SEZ INDEPENCENCE TRAIL END 0.09 06H25 0.08 06H25 0.08 06H25 0.09 06H25 0.00 06H25 0.	N AVE	485 LEVER AVE	460 EVELYN DR	0.1	2 06HZ5	510	UZT	`
855 LINKS PARKWAY 735 YARROW SI REE I 0.03 06H25 0.50 3	RE COURT	592 INDEPENCE TRAIL	END	0.08	9 06HZ5	180	3 8	-
872 MC ALISTER COURT 0.14 06H25 02E 140 URBAN LIMIT 1019 BEALE AFB BDRY 5.46 06H15 07H 5460 21 LINDHURST AVE 33 ERLE RD 0.06 06H15 07D 60 22 ARBOGA RD 21 LINDHURST AVE 0.34 06H15 07E 1440 657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H25 11E 11O END 654 EUGENE DRIVE END 0.18 06H25 0.6E 18O 654 EUGENE DRIVE END 0.13 06H25 0.16 13O 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F 50O	ESS STREET	855 LINKS PARKWAY	735 YAKKOW SIREE	0.0	3 U6HZ5	OSO 1	ş ;	- '
URBAN LIMIT 1019 BEALE AFB BDRY 5.46 06H15 07H 5460 21 LINDHURST AVE 33 ERLE RD 0.06 06H15 07D 60 33 ERLE RD 0.06 06H15 07D 60 22 ARBOGA RD 21 LINDHURST AVE 0.34 06H15 07E 1840 657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H25 11E 11O 807 MARYCLAIR DRIVE 515 ELTON AVE 0.52 06H25 01G 52O END END 0.18 06H25 01G 18O 654 EUGENE DRIVE ESUBDIVISION BOUNDRY 0.13 06H25 01E 13O 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F 50O	ISH WAY	870 BEDFORD STREET	872 MC ALISTER COURT	0.17	4 06H25	120	140	`
21 LINDHURST AVE 33 ERLE RD 0.06 06H15 07D 60 33 ERLE RD URBAN LIMIT 1.84 06H15 07E 1840 22 ARBOGA RD 21 LINDHURST AVE 0.34 06H15 07D 340 657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H25 11E 110 832 MC GOWAN PKWY 515 ELTON AVE 0.52 06H25 01G 520 END END 0.18 06H25 01G 180 654 EUGENE DRIVE E SUBDIVISION BOUNDRY 0.13 06H25 01E 130 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F 500	RD	-	1019 BEALE AFB BDRY	5.40	5 06H15	1 1 1 1	5460	او
33 ERLE RD URBAN LIMIT 1.84 06H15 07E 1840 22 ARBOGA RD 21 LINDHURST AVE 0.34 06H15 07D 340 657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H25 11E 110 32 MC GOWAN PKWY 515 ELTON AVE 0.52 06H25 01G 520 END END 0.18 06H25 06E 180 654 EUGENE DRIVE E SUBDIVISION BOUNDRY 0.13 06H25 01E 130 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F 500	RD	- 1	- 1	0.0	5 06H15	9/9	09	ဂ
22 ARBOGA RD 21 LINDHURST AVE 0.34 06H15 07D 657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H25 11E 32 MC GOWAN PKWY 515 ELTON AVE 0.52 06H25 01G END END 0.18 06H25 06E 654 EUGENE DRIVE E SUBDIVISION BOUNDRY 0.13 06H25 01E 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F	RD		യി	1.8	4 06H15	07E	1840	2
657 MARYCLAIR DRIVE 832 FALABELLA WAY 0.28 06H25 11E 32 MC GOWAN PKWY 515 ELTON AVE 0.52 06H25 0.1G END END 0.18 06H25 0.6 654 EUGENE DRIVE E SUBDIVISION BOUNDRY 0.13 06H25 0.1E 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F	RD	22 ARBOGA RD	- 1	0.3	4 06H15	070	340	^
32 MC GOWAN PKWY 515 ELTON AVE 0.52 06H25 01G 06H25 01G	NE DRIVE	657 MARYCLAIR DRIVE	832 FALABELLA WAY	0.28	8 06H25	11E	110	^
END END 0.18 06H25 0.6E 654 EUGENE DRIVE E SUBDIVISION BOUNDRY 0.13 06H25 0.1E 479 BAYWOOD DRIVE 719 WATERFRONT COURT 0.50 06H15 06F	YN DR	32 MC GOWAN PKWY	515 ELTON AVE	0.5	2 06H25	01G	520	_
654 EUGENE DRIVE	VAY DR	END	END	0.1	8 06H25	99E	200	'ا^
479 BAYWOOD DRIVE 0.50 06H15 06F	BELLA WAY	654 EUGENE DRIVE	E SUBDIVISION BOUNDRY	0.1	3 06H25	01E	130	ا '
	RIVER DRIVE	479 BAYWOOD DRIVE	719 WATERFRONT COURT	0.50	0106H15	190	200	^

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		2013 YUBA COUNTY	NOUNTY			r		
ЯЭ		MAINTAINED ROAD DATA	DAD DATA	S3 ⁻	Я	3	MO	SS
amun gao		TMAM CITA DECEMBER MODE	THE CHAIN CHAIN	ENGTH MI	BAMUN 9A	9А ТАИІДЯОО	ILEAGE FR	лист. сс <i>ь</i> :
ြုပ္	EARBEIT WAY	363 MAPES WAY	36 HMT SMTVLE RD	20	06H15	N PA	7 200	4
867	FEATHER RIDGE DRIVE	NW SUBDIVISION BOUNDRY	S SUBDIVISION BOUNDRY	0.13	2	988	130	1
	43 FEATHER RIVER BLVD	SH070	URBAN LIMITS	10.65 06H15	36H15	260	10650	ည
43	43 FEATHER RIVER BLVD	URBAN LIMIT	35 N BEALE ROAD	2.25	2.25 06H15	05C	2250	2
640	640 FELTON WAY	635 BIDWELL BAR DRIVE	END	0.15	0.15 06H25	08F	150	7
475	475 FERN CT	469 FERNWOOD DR	END	0.04	0.04 06H15	05F	40	7
469	469 FERNWOOD DR	464 WOODLAND DR	427 ASH WAY	1.04 (1.04 06H15	05F	1040	7
893	893 FESCUE WAY		892 SAINT ANDREWS DRIVE	0.18	0.18 06H25	06F	180	7
784	784 FIDDLENECK STREET	781 JEWELFLOWER STREET	783 GOLDENSTAR STREET	0.24	0.24 06H25	030	240	^
432	432 FIFTEENTH ST	354 ARDMORE AVE	357 POWERLINE RD	0.36	0.36 06H25	91	360	7
343	343 FIFTH AVE	31 OLIVEHURST AVE	352 CANAL ST	0.38	0.38 06H15	180 180	380	7
442	442 FIR ROAD		483 HICKORY LN	0.28	0.28 06H15	07E	280	7
778	778 FLAMINGO STREET	777 GOLDEN PLOVER STREET	780 SNOWY EGRET STREET	0.12	0.12 06H25	030	120	^
406	406 FLEDA ST	22 ARBOGA ROAD	317 ALICIA AVE	0.24	0.24 06H15	09C	240	7
355	355 FLEMING WAY	32 MC GOWAN PKWY	418 FOURTEENTH ST	0.44	0.44 06H25	01F	440	7
355	355 FLEMING WAY	349 ELEVENTH AVE	345 SEVENTH AVE	0.50	0.50 06H15	10E	200	7
3	3 FORBESTOWN RD	1 LA PORTE RD	BUT CO	1.00 07G	07G	99K	1000	9
3	3 FORBESTOWN RD	1 LA PORTE RD	BUTCO	3.50	3.50 07G13	07F	3500	9
510	510 FOREST DR	317 ALICIA AVE	END	0.02	0.02 06H15	09C	20	7
134	134 FORSYTHE RD	135 INDIANA RANCH RD	END	1.63 07G	07G	05E	1630	7
26	26 FORTY MILE RD	SUT CO	SH065	2.77	5.77 06H25	033	5710	2
26	26 FORTY MILE RD	SH065	RANCHO RD	0.27	0.27 06H25	02K	270	9
130	130 FOUNTAIN HOUSE RD	135 INDIANA RANCH	END	8.38 07G	07G	05E	8380	7
418	418 FOURTEENTH ST	31 OLIVEHURST AVE	357 POWERLINE RD	0.48	0.48 06H15	10E	480	^
342	342 FOURTH AVE	352 CANAL ST	END	0.26	0.26 06H15	08E	260	^
407	407 FOURTH ST	302 BROADWAY	END	90.0	0.06 06H25	04F	63	7
670	670 FREEMAN'S COURT	669 BRANDING IRON WAY	END	0.04	0.04 06H25	08F	40	7
882	882 FREESTONE DRIVE	878 AUTUMN LANE	659 RIVERBANK DRIVE	0.18	0.18 06H15	H90	180	7
5	FRENCHTOWN RD	8 MARYSVILLE RD	4 WILLOW GLEN RD	7.98 07G	07G	04D	7980	9
201	201 FRENCHTWN-DOBBINS	133 INDIANA SCH RD	8 MARYSVILLE RD	0.49		98E	490	7
201	201 FRENCHTWN-DOBBINS	5 FRENCHTOWN RD	133 INDIANA SCH RD	1.32	_	08D	1320	^
11	11 FRUITLAND RD	12 HONCUT RD	8 MARYSVILLE RD	6.25	2	02D	6250	9
11	FRUITLAND RD	12 HONCUT RD	13 RAMIREZ RD	4.05	07G41	05A	10300	^
446	446 FURNEAUX ROAD	22 ARBOGA ROAD	447 MELODY ROAD	0.58	0.58 06H15	08E	280	^
829	829 GALLANT FOX DRIVE	828 IRISH DRAUGHT WAY	0	0.12	06H25	01E	120	^
315	315 GARDEN AVE	43 FEATHER RIVER BLVD		0.51	0.51 06H15	06B	510	ß
315	315 GARDEN AVE	310 SYCAMORE AVE	441 RIVERSIDE DR	90.0	0.06 06H15	05B	09	~
125	125 GARDEN VALLEY RD	119 PENDOLA ROAD	END	2.37 07G	07G	3H	2370	^
901	901 GARNET WAY	899 PEMBROKE DRIVE	898 MINORIES DRIVE	0.04	2	ပ္ထ	40	^
831	831 GELDERLANDER WAY	22 ARBOGA ROAD	830 CITATION DRIVE	0.14	0.14 06H25	01E	140	^
396	396 GEORGE AVE	395 MARY AVENUE	32 MC GOWAN PKWY	0.82	0.82 06H25	02F	820	_
490	490 GEORGINA DR	489 MEADOW WAY	END	0.10	0.10 06H15	٦ ا	9	7
655	655 GERALD COURT	657 MARYCLAIR DRIVE	END	0.05	0.05 06H25	116	20	_

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		A HOLLY CASE						
ЯЗ		MAINTAINED ROAD DATA	DAD DATA	SE	5	-	WC	SS
замии даоя	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	IBBMUN 9AN	TANIDROO	MILEAGE FRO	FUNCT. CLAS
96	904 GLASGLOW DRIVE	845 KIRKHILL DR	849 LOCHCARRON DRIVE	0.18	06H15	190 H90	5	_
792	GLENHAVEN COURT	787 ATHERTON WAY	END	0.04	2	960	40	7
459	GLENMORE DR	418 FOURTEENTH ST	418 FOURTEENTH ST	0.21	0.21 06H15	10F	210	7
532	GOLD LEAF WY	460 EVELYN DR	486 LARSON ST	0.16	0.16 06H25	01G	160	7
604	GOLD NUGGET DRIVE	605 CALYPSO RANCH DRIVE	600 ZANES DRIVE	0.15	0.15 06H25	180	150	7
842	842 GOLD RIVER WAY	659 RIVERBANK DRIVE	840 WATERVILLE DRIVE	0.11	0.11 06H15	990	110	7
453	GOLD STREET	372 PARK AVE	369 GROVE AVE	0.11	0.11 06H15	990	110	7
632	GOLDEN GATE DRIVE	634 OREGON CREEK WAY	631 TABLE MOUNTAIN DRIVE	0.40	0.40 06H25	08F	400	7
777	GOLDEN PLOVER STREET	776 SNOW GOOSE STREET	778 FLAMINGO STREET	0.17	0.17 06H25	33	170	7
783	GOLDENSTAR STREET	781 JEWELFLOWER STREET	781 JEWELFLOWER STREET	0.24	06H25	030	240	7
875	879 GOLDFIELDS PARKWAY	33 ERLE ROAD	659 RIVERBANK DRIVE	0.27	06H15	H90	270	4
436	GOLF CLUB AVE	435 DIVOT STREET	END	0.14	06H25	99C	140	7
502	GOSSETT WAY	398 SHASTA WAY	END	0.12	06H15	05E	120	7
23	GRAND AVE	43 FEATHER RIVER BLVD	22 ARBOGA ROAD	0.90	0.90 06H15	08D	900	2
793	793 GREENBRAE COURT	787 ATHERTON WAY	END	0.04	2	960	40	7
309	608 GREENHORN CREEK CIRCLE	607 BROAD ACRES WAY	607 BROAD ACRES WAY	0.27	0.27 06H25	08F	270	7
755	755 GREENS STREET	756 TWINBERRY STREET	758 PLUMAS LINKS STREET	0.06	0.06 06H25	030	9	7
731	731 GRIEGO AVENUE	733 SHAY AVENUE	726 SUNDARI AVENUE	0.13	0.13 06H25	01F	130	7
34	GRIFFITH AVE	END	33 ERLE RD	0.67	06H15	08H	029	7
34	34 GRIFFITH AVE	36 HMT SMTVLE RD	END	0.41	06H15	04H	410	7
34	I]GRIFFITH AVE	33 ERLE RD	36 HMT SMTVLE RD	1.69	06H15	07H	1690	2
369	GROVE AVE	36 HMT SMTVLE RD	565 COBBLESTONE DR	0.54	0.54 06H15	05E	460	7
683	GUILDFORD WAY	685 CHURCHILL WAY	681 LEIGHTON GROVE DRIVE	0.18	0.18 06H25	10E	180	_
763	763 HACIENDA DRIVE	606 COFFEE CREEK WAY	711 MORGAN DRIVE	0.14	0.14 06H25	98F	140	7
395	393 HALE RD	338 BERNICE AVE	END	1.02	06H25	01H	1020	7
240	240 HALLWOOD BLVD	SH020	38 WALNUT AVE	1.07	1.07 06G55	H90	1070	9
240	240 HALLWOOD BLVD	38 WALNUT AVE	END	0.58	0.58 06G55	H90	280	7
236	236 HAMMON GROVE RD	SH020	END	0.20 07G	07G	09B	200	7
37	37 HAMMONTON RD WEST	SH070	END	90.0	0.06 06H15	290	9	<u> </u>
37	37 HAMMONTON RD WEST	21 LINDHURST AVE	SH070	0.23	0.23 06H15	090	230	^
452	452 HAPPY WAY	36 HMT SMTVLE RD	END	0.10	0.10 06H15	04F	9	7
161	161 HARMONY CIR	141 BARTON HILL RD	END	0.09	_	04G	06	٦
152	152 HARVEY MINE RD	107 OLD KNOX RD	107 OLD KNOX RD	0.15 07G1	07G1	026	120	-
494	494 HARVEY RD	395 MARY AVE	396 GEORGE AVE	0.13	0.13 06H25	02F	130	-
694	694 HASTINGS COURT	683 GUILDFORD WAY	END	0.03	0.03 06H25	10E	9	_
428	428 HAZEL ST	323 ELLA AVE	END	0.24	06H25	02D	240	7
906	909 HEARTLAND DR	44 RIVER OAKS BLVD	853 BROKEN BIT DR	0.44				T
436	439 HEDGE AVE	388 LAUREL AVE	END	0.21	0.21 06H15	06B	210	^
483	483 HICKORY LANE	481 CATALPA ST	442 FIR RD	0.27	0.27 06H15	07E	270	_
734	734 HICKS AVENUE	733 SHAY AVENUE	726 SUNDARI AVENUE	0.17	06H25	01F	170	7
615	615 HIDDEN CREEK WAY		44 RIVER OAKS BLVD	0.31	06H25	180 F	200	^
673	673 HIGH NOON DRIVE	675 LONG HORN TRAIL DR	675 LONG HORN TRAIL DR	0.65	06H25	08F	260	7
361	361 HILE AVE	36 HMT SMTSVLE RD	402 MC LAUGHLIN WY	0.40	0.40 06H15	04E	400	_

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		SOUNTY.					
ЯЗ	MAINTAINED ROAD DATA	OAD DATA	\$3	2	3	WC	S
ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	IBBMUN 9AM	MAP COORDINATE	NILEAGE FRO	FUNCT. CLAS
264 HILL RD	10 LOMA RICA RD	END	1.21	07G41	114	11 ←	1
36 HMT SMARTSVILLE RD	SH020	907 CHUCK YEAGER RD	1.01	920	100	1010	5
36 HMT SMARTSVILLE RD	907 CHUCK YEAGER RD	URBAN LIMIT	13.26	07G53	07A	13260	2
36 HMT SMARTSVILLE RD	35 N BEALE ROAD	387 DANTONI RD	1.60	06H15	04G	1600	4
36 HMT SMARTSVILLE RD	URBAN LIMIT	387 DANTONI RD	02.0	06H15	04G	2100	ა
36 HMT SMARTSVILLE RD	35 N BEALE RD	364 RUPERT RD	0.55	0.55 06H15	05E	220	2
36 HMT SMARTSVILLE RD	364 RUPERT RD	END	0.08	0.08 06H15	05D	80	7
326 HOFFMAN PLUMAS RD	26 FORTY MILE RD	417 HOFFMAN RD	06.0	0.90 06H25	07J	006	7
417 HOFFMAN RD	END	26 FORTY MILE RD	1.12	06H25	081	1120	7
392 HOLLY AVE	391 N GLEDHILL AVE	END	0.10	0.10 06H15	0eC	100	7
178 HOLMES WAY	4 WILLOW GLEN RD	END	0.16	1	O90	156	7
12 HONCUT RD	11 FRUITLAND RD	BUTCO	09.0	07G41	01D	009	9
636 HONEY RUN COURT	635 BIDWELL BAR DRIVE	END	90.0	0.06 06H25	08F	09	7
239 HOOPER RD	END	END	0.61	0.61 06G55	F90	610	7
258 HOOVER RD	10 LOMA RICA RD	END	0.25	0.25 07G41	03H	250	7
820 HORMAN DRIVE	816 JORDAN DRIVE	818 WALLEN DRIVE	0.15	0.15 06H15	047	150	7
629 HOT SPRINGS COURT	569 SHORELINE DRIVE	END	0.02	0.02 06H15	390	20	7
610 HUMBUG COURT	588 SOLDIERS RANCH WAY	END	0.03	0.03 06H25	180	30	7
742 HUNTER'S CREEK STREET	855 LINKS PARKWAY	746 DEERWOOD STREET	0.03	0.03 06H25	03D	30	7
875 HUSTON WAY	SW SUBDIVISION BOUNDRY	874 LARNER WAY	0.15	0.15 06H25	02E	150	7
579 HUTTON COURT	360 LINDA AVENUE	END	0.05	0.05 06H15	04F	20	7
865 IBERIAN COURT	867 FEATHER RIDGE DRIVE	END	0.11	2	960	110	7
174 IDLEWOOD CIR	103 NEW YORK FLAT RD	103 NEW YORK FLAT RD	0.77	0.77 07G13	10C	192	7
592 INDEPENDENCE TRAIL	44 RIVER OAKS BLVD	45 PLUMAS LAKE BLVD	0.70	0.70 06H25	08F	200	7
785 INDIAN CLOVER STREET	781 JEWELFLOWER STREET	784 FIDDLENECK STREET	0.10	0.10 06H25	03D	100	7
176 INDIAN ROCK CT	174 IDLEWOOD CIR	END	0.05	0.05 07G13	10B	49	7
135 INDIANA RANCH RD	8 MARYSVILLE RD	129 OREGON HILL	0.20 07G	07G	05E	200	7
135 INDIANA RANCH RD	8 MARYSVILLE RD	129 OREGON HILL	7.48 07G	07G	05E	7480	7
133 INDIANA SCHOOL RD	8 MARYSVILLE RD	135 INDIANA RANCH RD	2.75 07G	07G	06E	2750	7
136 INDIANA-NEW YORK RD	135 INDIANA RANCH RD	137 NEW YORK HOUSE RD	0.80	1	99E	800	7
136 INDIANA-NEW YORK RD	135 INDIANA RANCH RD	137 NEW YORK HOUSE RD	0.38	-	06E	380	7
450 INEZ WAY	449 TYLER AVE	448 BEEDE AVE	0.09	0.09 06H15	94E	90	7
852 INVERNESS COURT	849 LOCHCARRON DRIVE	END	0.02	06H15	05H	20	7
212 IOWA CITY RD	10 LOMA RICA RD	11 FRUITLAND RD	1.59	1.59 07G41	0ec	1590	7
828 IRISH DRAUGHT WAY	654 EUGENE DRIVE	830 CITATION DRIVE	0.11	0.11 06H25	01E	110	7
752 IRONWOOD STREET	751 WATER LEAF STREET	753 SUTTER TRAILS STREET	0.11	0.11 06H25	03D	110	7
320 ISLAND AVE	END	23 GRAND AVE	0.21	0.21 06H15	07B	210	7
697 ISLEWORTH WAY	688 ARLINGTON WAY	END	0.16	0.16 06H25	10E	160	7
15 JACK SLOUGH RD	MVL	14 WOODRUFF LANE	3.76	3.76 06H15	010	3760	5
144 JACKSON ST	SH049	147 SPRING ST	0.24	0.24 07G1	03A	240	7
637 JACOBY CREEK COURT	635 BIDWELL BAR DRIVE	END	0.08	0.08 06H25	180 HB	8	7
817 JANA WAY	816 JORDAN DRIVE	818 WALLEN DRIVE	0.11	0.11 06H15	242	110	7
390 JANET AVE	22 ARBOGA ROAD	END	90.0	0.06 06H15	090	09	7

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		EXHIBIT A	Γ.Α					
ИВЕК		MAINTAINED ROAD DATA	DAD DATA	NIFES	ЯЗВ	ЭТА	FROM	SSA
иии даоя	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	геистн і	MUN 9AM	МАР СООКDIN,	MILEAGE SBAT	ЕПИСТ. СІ
526	JASON DR	525 SILVERWOOD ST	END	0.23	06H15		230	_
331	JASPER LANE	334 OSTROM ROAD	40 SPENCEVILLE RD	3.70	2	07D	3700	7
438	JAY ST	22 ARBOGA ROAD	317 ALICIA AVE	0.24	0.24 06H15	0ec	240	7
180	JAYNES LN	8 MARYSVILLE RD	179 OLD MARYSVILLE R	0.04	1	Н90	40	7
463	JEFFERY CT	461 TWAIN DRIVE	END	0.09	0.09 06H25	01G	90	7
781	JEWELFLOWER STREET	783 GOLDENSTAR STREET	783 GOLDENSTAR STREET	0.52	0.52 06H25	030	520	7
426	JEWETT AVE	END	376 BROPHY ROAD	0.48	2	290	480	7
166	JIGGS RD	164 PONDEROSA WY	END 646 MALL EN DRIVE	0.28 076	076	030	780	7
819	JILLIAN DRIVE	816 JURDAN DRIVE	818 WALLEN DRIVE	4 2	0.14 00013	245	040	7
71.7		SHUZU	ZIB SPRING VALLET RU	0.04 07 0	0.04 07 0	980	2 0	1
196	JONES BAR COURT	590 JOINES BAR I RAIL	END FOO INDEPENDENCE TRAIL	0.00	0.04 00025		1 6	1
290	JONES BAK I KAIL	26 HAMMANITON SMADTWILE BOAD	092 INDEPENDENCE I RAIL	0.19	0.19 06H25	5 5	230	1
010	JORDAN DRIVE	A I A BODTE BD	END	0.45	0.36 0761	35	360	1
27.4	JOI CINCLE	271 VICKIE DR	LIND	0.30	0.30 07.01	05F	180	-
678	IN WAY	677 SUMMERFIELD LANE	676 AUGUST WAY	90.0	0.06 06H25	116	09	7
535	535 KAREN WAY	442 FIR RD	444 CHESTNUT RD	0.19	0.19 06H15	07D	186	7
727	KARTIKEYA AVENUE	724 SEYKOTA AVENUE	726 SUNDARI AVENUE	0.12	06H25	01F	120	7
823	823 KATRINA DRIVE	573 RICK DRIVE	N SUBDIVISION BOUNDRY	0.08	0.08 06H15	04H	80	7
400	400 KAY ST	22 ARBOGA ROAD	317 ALICIA AVE	0.24	0.24 06H15	D90	240	7
157	157 KELLY RD	8 MARYSVILLE RD	7 MOONSHINE RD	1.60 07G	07G	04H	1600	7
682	682 KENSINGTON DRIVE		END	0.24	0.24 06K25	빌	240	^
888	888 KENT WAY	S SUBDIVISION BOUNDRY	END	0.08	0.08 06H15	06f	8	^
471	471 KENWOOD WAY	469 FERNWOOD DR	469 FERNWOOD DR	0.31	06H15	05E	310	7
224	224 KIBBE RD	LOMA RICA RD	10 SH020	2.02	06G55	047	2020	<u> </u>
906	905 KILBIRNIE WAY	848 TURNBERRY DRIVE	849 LOCHCARRON DRIVE	0.01	0.01 06H15	H 0	01.00	7
279	237 KIMBALL LAINE 279 KIMBERI Y RD	14 WOODROFF CANE	19 JACK SLOUGH KD	1.87	076	07B	1870	-
506	509 KIMERER DR	1.	END	0.02	0.02 06H15	290	20	_
846	846 KIRKHILL DRIVE	847 STONEHAVEN DR	847 STONEHAVEN DR	0.46	0.46 06H15	05H	190	7
598	598 KNEEBONE COURT	592 INDEPENDENCE TRAIL	END	0.04	0.04 06H25	08F	40	7
641	641 KNIGHTS FERRY DRIVE	640 FELTON WAY	909 HEARTLAND DR	0.73	0.73 06H25	08E	130	7
208	208 KROSENS RD	206 LOOP ROAD	END	0.89	Θl	02H	890	7
813	813 KYRI COURT		END	0.05	625	03E	20	^
	LA PORTE RD	PLU NF BDRY/BUT CO LINE	PLU CO LINE	6.79	_	04F	0629	2
	LA PORTE RD	4 WILLOW GLEN RD	BUTCO	8.35	_	090	8350	2
	LA PORTE RD	BUTCO	4 WILLOW GLEN RD	4.31	- 6	290	4310	2
	LA PORTE RD	BUT CO LINE	PLU NF BDRY BUT CO L	2.50 07G	07G	04F	2500	2
740		735 YARROW STREET	739 VELVET LEAF STREET	0.23	0.23 06H25	030	230	- -
531	LAGO RD	UBRAN LIMIT	END	0.17	06H15	HS	102	7
531	LAGO RD	34 GRIFFITH AVE	URBAN LIMIT	0.06	0.06 U6H15	HCO C	22	7
102	102 LAGUE RD	1 LA PORTE RD	END	1.85	076	04D	1850	7
135	LAKE FRANCIS RD	8 MARYSVILLE RD	1051	2.76 07G	9/6	190	2760	٦

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1	115107						
4=	MAINTAIN	MAINTAINED ROAD DATA	S3	2	<u> </u>	WO	S
DAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	IBAMUN 9AM	AAM COORDINATE	MILEAGE FRO	FUNCT. CLAS
648 LAKEPORT WAY	652 LOCKWOOD DRIVE	647 PRESIDO WAY	0.20 06	5	ıιω	201	7
209 LAMBERT	206 LOOP ROAD	END	0.30 07G41	-	02H	300	7
557 LARIAT LN	543 DONALD DR	541 DEATON DR	0.15 06H25	Н	01F	150	7
874 LARNER WAY	323 ELLA AVENUE	END	0.13 06H25	\vdash	02E	130	7
542 LARRY ST	541 DEATON DR	543 DONALD DR	0.17 06H25		01F	166	7
486 LARSON ST	485 LEVER AVE	32 MC GOWAN PKWY	0.18 06H25	Н	01G	180	7
388 LAUREL AVE	END	22 ARBOGA ROAD	0.38 06H15	15	0ec	380	7
214 LAUREL LANE	215 OLD HIGHWAY	END	0.83 06G	-	07H	830	7
431 LAUREL WAY	323 ELLA AVENUE	END	0.10 06H25	Н	02D	100	7
233 LAURELLEN RD	SH070	END	1.11 06G55	_	99A	1110	7
327 LEACH ROAD	END	26 FORTY MILE RD	2.22 06H		05)	2220	7
681 LEIGHTON GROVE DRIVE	44 RIVER OAKS BLVD	687 NOTTING HILL WAY	0.36 06H25		10E	360	7
440 LEON AVE	36 HMT SMTVLE RD	434 SCALES ST	0.07 06H15		090	20	7
485 LEVER AVE	END	461 TWAIN DR	0.63 06H25	3H25	01G	630	7
328 LEWIS RD	330 DRY CRK LEVEE	28 WHEATLAND RD	1.15 2		O8D	1150	7
250 LINCOLN AVE	224 KIBBE ROAD	END	0.81 07G		09A	810	7
360 LINDA AVE	36 HMT SMTVLE RD	35 N BEALE ROAD	0.72 06H15	\dashv	05E	720	5
360 LINDA AVE	35 N BEALE ROAD	34 GRIFFITH AVE	0.95 06H15	\dashv	05G	920	7
613 LINDENMEIR DRIVE	45 PLUMAS LAKE BLVD	611 CASA DULCE WAY	0.22 06H25	Н	08F	220	7
21 LINDHURST AVE	35 N BEALE RD	SH070	1.94 06H15	-	05C	1940	2
855 LINKS PARKWAY	25 PLUMAS ARBOGA ROAD	END	0.50 06H25	\dashv	03D	200	7
527 LISA WY	526 JASON DR	END	0.37 06H15	┥	05D	370	7
256 LITTLEFIELD RD	11 FRUITLAND RD	END	0.57 07G41	-	01F	220	7
507 LOBATA RD	219 BALD MT RD	END	0.17 07G	-	07C	170	7
849 LOCHCARRON DRIVE	850 WESTHILL DRIVE	N SUBDIVISION BOUNDRY	0.22 06H15	\dashv	05H	220	7
849 LOCHCARRON DRIVE	N SUBDIVISION BOUNDRY	904 GLASGLOW DRIVE		+	05H	510	^
652 LOCKWOOD DRIVE	648 LAKEPORT WAY	44 RIVER OAKS BLVD	0.13 2	+	09B	130	^
10 LOMA RICA RD	SH020	8 MARYSVILLE RD	14.60 06G55	-	047	14600	2
	673 HIGH NOON DR	909 HEARTLAND DR	0.39 06H25	+	08F	110	<u>- </u>
41 LONG RAVINE RD	42 CAMP FAR WEST	40 SPENCEVILLE RD	1.702	+	990	1700	9
206 LOOP RD	10 LOMA RICA RD	11 FRUITLAND RD	1.39 07G41	4	037	1390	^
204 LOS VERJELES RD	10 LOMA RICA RD	BUTCO	2.56 07G		07C	2560	1 22
111 LOST CR DAM RD	1 LA PORTE RD	BULCO	0.58 1	+	046	280	٦
703 LOST CREEK RANCH DRIVE	600 ZANES DRIVE		0.20 06H25	\dashv	98F	500	7
	606 COFFEE CREEK WAY	761 DRY GULTCH TRAIL DRIVE	0.27 06H25	+	8	270	^
861 LOTHLAND COURT	857 CALABRESE WAY	END	0.04 2	+	980 860	40	^
511 LOWE AVE	36 HMT SMTVLE RD	35 N BEALE RD	0.20 06H15	┥	050	200	^
650 LUCERN COURT	648 LAKEPORT WAY	END	0.062	+	09B	8	7
337 MAGE AVE	336 ROSE AVENUE	END	0.34 06H25	4	OH H	340	^
227 MAGNOLIA RD		END	1.03 06G55	4	02A	1030	^
248 MAGONIGAL LN	36 HAMMONTON-SMRTSVLL RD	END	0.192	\dashv	G60	190	^
896 MANCHESTER DRIVE	895 NEWCASTLE WAY	REMINGTON WAY	0.06 06H15	+	990	9	7
278 MANZANITA LN	202 RICES XING RD	END	0.11 07G	\dashv	06E	110	7

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		ACIDACACO	VIIII V					
ВЭ		MAINTAINED ROAD DATA	(QAD DATA	sa.		3	MO	SS
amun dac				ENGTH MIL	AP NUMBE	AA ITANIQAOC	ILEAGE FR	DINCT. CLAS
) B	KOAD NAME	FROM - NUMBER AND NAME	IO - NUMBER AND NAME		╫	W.	'៕	E
303 M	303 MAPES WAY	END T 11 11 11 11 11 11 11 11 11 11 11 11 11	301 FILE AVE	0.08	21 100	il i	2 5	7
363 M	363 MAPES WAY	361 HILE AVE	36 HMI SMIVLE KD	0.1	CLHOO	147	2 3	T
430 M	490 MAPLEHURS I SI	22 ARBUGA KU	499 BIGLOW DR	0.44	0.44 00023		1,00	1
577 M	646 MARIN COURT	644 LIBURON WAY	END 678 SHALLOW CB	0.05	200115	2000	146	7
100 V	488 MAD TECHNISH	3/0 NIVEN NOW DIX	414 OLIVE AVE	0.12	0.12 00113	3 2	2 0 0	1
400 W	440 MARIEL UR	4 I A BODIE BD	FND	0.40	67100	2 2	004	-
305 M	305 MARY AVE	32 MC GOWAN PKWY	396 GEORGE AVE	0.67	0.62 07G	3 12	670	1
657 M	657 MARYCI AIR DRIVE	22 ARBOGA ROAD	FND	0.24	0.24 06H25	11	240	1
656 M	656 MARYPAT DRIVE	657 MARYCLAIR DRIVE	496 MAPLEHURST ST	0.06	0.06 06H25	111	09	7
8 M	8 MARYSVILLE RD	SH020	4 WILLOW GLEN RD	11.32 07G)7G	960	11320	4
8 M	8 MARYSVILLE RD	4 WILLOW GLEN RD	129 OREGON HILL RD	11.57 07G)7G	<u>д</u> 90	12930	4
8 M	8 MARYSVILLE RD	129 OREGON HILL RD	SH049	7.93 07G)7G	990	2000	4
226 M/	226 MATHEWS LANE	14 WOODRUFF LANE	13 RAMIREZ ROAD	3.59	3.59 06G55	05F	3590	2
667 M/	667 MAVERICK DRIVE	673 HIGHNOON DRIVE	631 TABLE MOUNTAIN DRIVE	0.28	0.28 06H25	08F	280	7
265 M	265 MAYER RD	SH070	241 SADDLEBACK DR	0.20	0.20 06G55	08A	200	7
480 M	480 MAYWOOD CT	469 FERNWOOD DR	END	0.03	0.03 06H15	99E	30	7
516 M	516 MAYWOOD DR		469 FERNWOOD DR	0.19	0.19 06H15	05E	190	7
872 M	872 MCALISTER COURT	873 DUNWOODY DRIVE	END	0.12 (0.12 06H25	02E	120	7
619 M	619 MCCARTHY AVENUE		621 BLUEBELL AVE	0.09	0.09 06H25	16	6	^
244 M(244 MCGANNEY LANE	36 HAMMONTON-SMRTSVLL RD	19 SMARTSVILLE RD	0.85	0.85 07G53	06A	820	^
32 MC	32 MCGOWAN PARKWY	22 ARBOGA ROAD	SH070	1.06 (1.06 06H25	01E	1060	4
32 M(32 MCGOWAN PARKWY	SH070	ŌΙ	0.72	0.72 06H25	01 1	720	4
32 MC	32 MCGOWAN PKWY	SH065	20 RANCHO RD	0.19 (0.19 06H25	04H	190	2
124 MC	124 MCLAIN RD	125 GARDEN VLY RD	END	3.52 07G)7G	띯	3520	^
402 MG	402 MCLAUGHLIN WAY	36 HMT SMTVLE RD	361 HILE AVE	0.17 (0.17 06H15	04F	170	7
824 MI	824 MEADOW BROOK WAY	844 RIVER WOOD DRUVE	843 MOSS GLEN LOOP	0.45 (0.45 06H15	990	400	^
518 MI	518 MEADOW CT	- 1	END	0.08	0.08 06H15	티	8	_
743 ME	743 MEADOW RANCH STREET	742 HUNTER'S CREEK STREET	744 MORNING GLORY STREET	0.28	0.28 06H25	030	280	_
504 ME	504 MEADOW VALLEY RD	138 TEXAS HILL RD	END	0.57		98E	570	
489 ME	489 MEADOW WAY	458 BOMANN DR	349 ELEVENTH AVE	0.28 (0.28 06H15	칠	780	7
821 ME	821 MELISSA COURT	820 HORMAN DRIVE	END	0.03 (0.03 06H15	045 1	30	7
447 MI	447 MELODY ROAD	22 ARBOGA ROAD	446 FURNEAUX RD	0.77 (0.77 06H15	H I	2	7
156 ME	156 MERRIAM RD	8 MARYSVILLE RD	END	0.60 1		OSE Sign	000	7
160 MILL RD	LL RD	120 PENDOLA EXT	END	0.58 1		05H	280	7
148 MILL ST	LL ST	146 CLEVELAND AVE	144 JACKSON ST	0.56 07G1	1,61	04B	260	7
838 MI	838 MILLFRONT COURT	825 STONEY CREEK WAY	END	0.04	06H15	990	40	7
630 MI	630 MINERAL SPRINGS COURT	565 COBBLESTONE DR	END	0.05	06H15	96E	20	_
868 MI	898 MINORIES DRIVE	899 PEMBROKE DRIVE	E SUBDIVISION BOUNDRY		2	၁၉၈ ၁၉၈	240	
898 MI	898 MINORIES DRIVE	44 RIVER OAKS BLVD	NE SUBDIVISION BOUNDRY	0.02	2	260	50	
803 MI	803 MISSION COURT	468 WILDWOOD DRIVE	END	0.07	06H15	990	2 3	<u> </u>
617 MI	617 MISSOURI BAR COURT	592 INDEPENDENCE TRAIL	END	0.06	0.06 06H25	188	09	<u> </u>
296 MI	596 MISSOURI BAR TRAIL	592 INDEPENDENCE TRAIL	44 RIVER OAKS BLVD	0.07 [0	06H25	180 H	70	_

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MAINTAINED ROAD DATA	DAD DATA	83.	Я	<u> </u>		-
FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	MAP NUMBEI	ТАИІДЯООЭ		FUNCT. CLAS
36 HMT SMTVLE RD	END	0.30	2		300	7
797 SANTA CRUZ DRIVE	END	0.30	2	99B	300	7
379 SUN AVENUE	35 N BEALE ROAD	0.34 2		29C	340	7
8 MARYSVILLE RD	SH049	5.12 1	H	07G	5120	7
	END	1.16 0	\dashv	94F	1160	^
761 DRY GULCH TRAIL DRIVE		0.35 0	\dashv	98F	210	~
ADOW RANCH STREET	SAMBOO	0.110	+	<u>ස</u>	110	~ 1
XXXX XXX XXX XXX XXX XXX XXX XXX XXX X	END	0.39 2	+	280	380	7
SADOW BROOK WAY	SZE CO	1.56.0	+	338	1560	-
lr	END	0.080	╀╌	180	88	7
	END	0.09	┼	02H	06	7
43 FEATHER RIVER BLVD	END	0.44	-	01D	006	7
260 YUBA NEVADA RD	138 TEXAS HILL RD	0.40	Н	39C	400	7
606 COFFEE CREEK WAY	END	0.03	\dashv	08F	30	7
43 FEATHER RIVER RD	END	0.22 0	\dashv	08C	220	^
23 GRAND AVE	388 LAUREL AVE	0.18	\dashv	၂	180	^
271 VICKIE DR	END	0.06 0	1	05F	09	~
1 LA PORTE RD	END	0.510	7	03E	510	-
BUTCO	1 LA PORTE RD	3.40 0	+	35	3400	^
5 FRENCHTOWN RD	1 LA PORTE RD	4.22 0	-	04E	4220	~
VERBANK DRIVE	MANCHESTER DRIVE	0.06 0	+	990	09	7
ATERFALL DRIVE	659 RIVER BANK DRIVE	0.110	+	96E	110	-
ER OAKS BLVD	892 SAINT ANDREWS DRIVE	0.03	+	196F	8	<u> </u>
JKS PARKWAY	778 FLAMINGO STREET	0.19 0	+	030	190	٦
WERLINE RD	END	0.80	+	100	800	- 1
F	353 PACIFIC AVE	0.120	2 5	1 2 2 2	0220	7
6M E/GRIFFIIH AVE	1.8 W/MAIN GATE BEALE AFB	1 65 2	T	200	2380	4 4
WAIN GALE DEA	UNE SOM WINDS GATE BEALE ALB	3 63 6	+	150 150	3650	गर
//MAIN GATE BEALE AFB	1016 BEALE AFB BDRY	0.350	╁	192 192 192 193 193 193 193 193 193 193 193 193 193	350	2
	END	0.690	-	04A	069	_
874 LARNER WAY	END	0.130	\vdash	02E	130	7
11 FRUITLAND RD	255 SUMMIT AVE	0.110	\dashv	03H	110	^
566 EDGEWATER CIR	715 PYRAMID CREEK DRIVE	0.130	\dashv	06F	130	^
1 LA PORTE ROAD	155 TAYLOR WAY	0.05 0	\dashv	02G	20	^
234 DOC ADAMS RD	END	0.110	\dashv	01A	110	~
689 TURNBRIDGE WAY	684 PADDINGTON WAY	0.28 0	+	100	280	7
898 MINORIES DRIVE	END	0.01 2	+	260	10	~
IRK AVENUE	369 GROVE AVENUE	0.130	6H15	96F	130	7
113 OLD OAK VLY RD	SH049	0.29 7	Ť	95H	290	7
EATLAND RU	SHUGS	2.48 2	17.10	<u> </u>	7840	7
JGEWALERCIR	465 PARK CIK	0.44 0	2 10		438	7
36 HMT S 379 SUN J 379 SUN J 379 SUN J 379 SUN J 379 SUN J 370 SUN J 370 SUN J 370 SUN J 370 SUN J 370 SUN J 371 SUN J 371 SUN J 372 SUN J 372 SUN J 373 SUN J 373 SUN J 374 SUN J 375 SUN J 377 SUN J 3	FROM - NUMBER AND NAME 36 HMT SMTVLE RD 797 SANTA CRUZ DRIVE 379 SUN AVENUE 8 MARYSVILLE RD 129 OREGON HILL 761 DRY GULCH TRAIL DRIVE 743 MEADOW RANCH STREET 743 MEADOW RANCH STREET 7540 MEADOW BROOK WAY 146 CLEVELAND AVE 588 SOLDIERS RANCH WAY 146 CLEVELAND AVE 588 SOLDIERS RANCH WAY 11 LA PORTE RD 43 FEATHER RIVER BLVD 606 COFFEE CREEK WAY 43 FEATHER RIVER RD 606 COFFEE CREEK WAY 43 FEATHER RIVER RD 606 COFFEE CREEK WAY 606 COFFEE CREEK WAY 606 COFFEE CREEK WAY 606 COFFEE CREEK WAY 607 YURN RIVER BE 71 VICKIE DR 72 GRAND AVE 73 FRENCHTOWN RD 608 ORTIVERBANK DRIVE 609 WATERFALL DRIVE 609 WATERFALL DRIVE 609 WATERFALL DRIVE 609 WATERFALL DRIVE 600 WATERFALL DRI	AND NAME	TO - NUMBER AND NAME END END	END	The color of the	Charles

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		EXHIBIT A	, A					
мвек		MAINTAINED ROAD DATA	DAD DATA	MILES	ЯЗВ	ЭТА		SS¥7
ии даоя	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	ГЕИСТН	MUN 9AM	МАР СООRDIN	MILEAGE SBAT	тиист. с
45	O'BRIEN RD	19 SMARTVILLE RD	19 SMARTVILLE RD	0.20	23		200	7
722	722 OCEAN PARK COURT	721 BAYWOOD DRIVE	END	0.06	0.06 06H15	06F	09	7
412	412 OKMULGEE AVE		END	0.18	06H15	360	180	7
117	117 OLD CAMPTONVILLE RD	179 OLD MARYSVILLE RD	TAHOE NF BDRY	1.50 07G	920	04H	1500	7
117	117 OLD CAMPTONVILLE RD		SH049	0.85 07G	920	04H	820	7
117	117 OLD CAMPTONVILLE RD	8 MARYSVILLE RD	179 OLD MARYSVILLE RD	0.03 07G	07G	04H	30	7
105	105 OLD CHALLENGE RD		1 LA PORTE RD	0.47 07G1	07G1	02E	470	7
290	290 OLD DOBBINS ROAD		8 MARYSVILLE RD	0.99 07G	076	08E	066	7
430	430 OLD FORTY MILE RD	KD	STATE UICHWAY 20	0.40 000	0.40 000.20	4 6	400	7
908	908 OLD FIGHWAY 20	135 INDIANA BANCH BD	31ATE HIGHWAT 20	1 05 076	2 (2	180 180	1050	-
1040	107 OLD INDIANA PAINCH NOAD		105 OF INDIVIDUAL OF INDIVIDUA	2 22	07.0	300	2220	1
107	OLD KNOX RD	Q.	105 OLD CHI NG RD	0.35.0761	0761	020	350	7
100	109 OLD KNOX KE		1 A PORTE RD	0.21	0761	HZ0	210	1
109	109 OLD LA PORTE RD	Q	PLU NF BDRY	0.20	07G1	02H	200	7
179	179 OLD MARYSVILLE RD		END	0.45	_	H90	610	^
408	408 OLD MARYSVILLE RD	30GA RD	DND	0.50	0.50 06H25	07G	200	7
113	113 OLD OAK VALLEY RD		112 OAK VALLEY RD	0.20	1	05H	200	7
142	142 OLD S H ALIGN	SH049	SIE CO	0.14 1	1	H50	140	7
215	215 OLD STATE HIGHWAY		END	0.39 06G	990	07H	390	7
121	121 OLD TOLL RD		7 MOONSHINE RD	4.32 07G	07G	04H	4320	7
089	680 OLEANER LANE		360 LINDA AVE	0.14	0.14 06H15	05F	140	7
414	414 OLIVE AVE	PKWY	END	0.67	0.67 06H25	016	029	_
521	521 OLIVE CT		END	0.04	0.04 06H15	10G	40	_
31	31 OLIVEHURST AVE		32 MC GOWAN PKWY	1.85	1.85 06H15	98E	1850	4
634	634 OREGON CREEK WAY	DRIVE	END	0.10	0.10 06H25	98F	9	-
129	129 OREGON HILL RD	8 MARYSVILLE RD	1 LA PORTE RD	6.78 07G	07G	05F	6780	9
129	129 OREGON HILL RD		1 LA PORTE RD	5.00 07G	07G	05F	2000	9
645	645 ORICK WAY	QV.	END	0.06 2	7	960	200	7
137	651 URINDA COURT	50 BANCHO BD	1014	0.03 2	0.03 Z 7 22 06H25	038	2490	1
810	810 OWL NEST DRIVE	RUN DRIVE	GNB	0.04	625	03E	40	_
762	762 OXBOW COURT	DRIVE	QNE	0.05	0.05 06H25	180	20	7
069	690 OXFORD COURT	DRIVE	END	0.04	0.04 06H25	10E	40	7
353	353 PACIFIC AVE		345 SEVENTH AVE	0.50	0.50 06H15	10E	200	7
443	443 PACKARD AVE		322 SARTORI AVE	0.34	0.34 06H15	Q90	340	7
684	684 PADDINGTON WAY	681 LEIGHTON GROVE DRIVE	697 ISLEWORTH WAY	0.79	0.79 06H25	10E	190	7
372	372 PARK AVE		END	0.78	0.78 06H15	05E	780	7
465	465 PARK CIRCLE	R	464 WOODLAND DR	0.58	0.58 06H15	05F	280	$\overline{}$
474	474 PARK CT		END	0.02	0	05E	70	7
812	PARTRIDGE PARKWAY	498 ARCANO AVENUE		0.20	625	38	500	7
321	321 PASADO RD		22 ARBOGA RD	0.47	0.47 06H15	07C	470	7
717	PAILN	Z/1 VICKIE UK	END	N.Vol	0/541	LOOL	00	٦

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W W W W W W W W W W W W W W W W W W W	FROM - NUMBER AND NAME ING DRIVE ITOMAC WAY ILORADO DRIVE ER OAKS BLVD NDOLA RD D CMPTNV RD D CMPTNV RD EVELAND AVE EVELAND AVE EVELAND AVE GODON RD GODON RD GODON RD GODON RD GODON RD GINTER GODON RD GINTER GODON RD GINTER GODON RD	TO - NUMBER AND NAME 659 RIVERBANK DRIVE END E SUBDIVISION BOUNDRY 123 WEEDS POINT RD 120 PENDOLA EXT 8 MARYSVILLE RD 876 PITTENGER DRIVE 812 PARTRIDGE PARKWAY TAHOE NF BDRY TAHOE NF BDRY END	СОВ ОТОВ ОТОВ ОТОВ ОТОВ ОТОВ ОТОВ ОТОВ О	4AM 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	МІЕРСЕ FROM MILEAGE FROM 1500 0 1 1080	FUNCT. CLASS
S NAME STORY STOR	NUMBER AND NAME AY IRIVE LVD CO O AVE DO AVE DO AVE TRD O AVE TRD O AVE TRD O AVE TRD O AVE O TRD O AVE O TRD O	RIVERI BDIVI; WEED WEED PARTE DE NF	0.551 CENGTH MILE 1.0.00 0.00 0.00 0.00 0.00 0.00 0.00 0		MILEAGE FRO	FUNCT. CLAS
30 00 00 00 00 00 00 00 00 00 00 00 00 0	AY LVD LVD RD O AVE DR ER BOULEVARD	END	0.022 0.03 0.052 3.250 0.03 0.03 0.04 0.16 1.46 0.16 0.16 0.16 0.16 0.05 0.05 0.05 0.05 0.03 0.03 0.05 0.05	┡ ╶┫╶┩╶┩╸┩╸┩ ╶┩ ╒	7 2 3 2 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
(VE	AY LVD RD O AVE DR ER BOULEVARD	END END E SUBDIVISION BOUNDRY 123 WEEDS POINT RD 120 PENDOLA EXT 8 MARYSVILLE RD 876 PITTENGER DRIVE 812 PARTRIDGE PARKWAY TAHOE NF BDRY END END END 869 TARRANT DRIVE	0.02 0.37 0.05 2.20 0.03 0.03 0.03 0.16 0.16 0.16 0.06 0.06 0.06 0.06 0.06	┡╃╃╃╃╃╃╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇╇		
RD R	OULEVARD	END E SUBDIVISION BOUNDRY 123 WEEDS POINT RD 120 PENDOLA EXT 8 MARYSVILLE RD 876 PITTENGER DRIVE 812 PARTRIDGE PARKWAY TAHOE NF BDRY END END 869 TARRANT DRIVE	0.37 0.05 0.05 0.05 0.03 0.03 0.16 0.16 0.06 0.06 0.06		12 2 3 3 3	
RD R	OULEVARD	E SUBDIVISION BOUNDRY 123 WEEDS POINT RD 120 PENDOLA EXT 120 PENDOLA EXT 120 PENDOLA EXT 121 PARTRIDGE PARKWAY 121 PARTRIDGE PARKWAY 122 PARTRIDGE PARKWAY 134 PARTRIDGE PARKWAY 144 PENS 154 PENS 155 PARTRIDGE PARKWAY 156 PENS 157 PARTRIDGE PARKWAY 158 PARTRIDGE PARKWAY 158 PENS 158	0.05 2 3.25 0 0.03 0 0.03 0 0.09 0 0.16 1 0.16 1 0.06 0	╶┤┤╎╎╎╎╏╏╏	080 170 1710	
RIVE STORY S	ULEVARD	123 WEEDS POINT RD 120 PENDOLA EXT 8 MARYSVILLE RD 876 PITTENGER DRIVE 812 PARTRIDGE PARKWAY TAHOE NF BDRY END END 869 TARRANT DRIVE	2.20 0.03 0.03 0.03 0.03 0.04 0.16 0.16 0.06 0.06 0.06			
RD R	ULEVARD	120 PENDOLA EXT 8 MARYSVILLE RD 876 PITTENGER DRIVE 812 PARTRIDGE PARKWAY TAHOE NF BDRY TAHOE NF BDRY END END 869 TARRANT DRIVE	3.25 C 5.79 C 0.03 C 0.29 C 2.00 C 2.00 C 0.16 1 0.36 C	╶┤┤╎╏┤╏╏╏	2 2 2 2 2	
RIVE STORY S	OULEVARD	B MARYSVILLE RD BY PITTENGER DRIVE BY PARTRIDGE PARKWAY TAHOE NF BDRY TAHOE NF BDRY END END B69 TARRANT DRIVE	2.00 2.00 2.00 2.00 0.16 1.46 0.16 0.06 0.36 0.06 0.06	╶┤╎╎╎╎╏╏		
RIVE (1) RD (1)	OULEVARD	876 PITTENGER DRIVE 812 PARTRIDGE PARKWAY TAHOE NF BDRY TAHOE NF BDRY END END 869 TARRANT DRIVE	0.03 C 0.29 1.46 C 2.00 C 2.00 C 0.16 1 0.36 C	╶╎╴╏╶╏╸╏╸╏╸╏		
RIVE STD	OULEVARD	312 PARTRIDGE PARKWAY TAHOE NF BDRY TAHOE NF BDRY END END B69 TARRANT DRIVE	0.29 1.46 (0 2.00 (0 0.16 1 0.06 (0 0.06 (0	·┤·┤·┤·┤· ┤·┤·┼ ·┤		
RD RD CO	OULEVARD	TAHOE NF BDRY END END 869 TARRANT DRIVE	2.00 2.00 0.16 0.36 0.06 0.06 0.05 0.05			
RD RD RD	OULEVARD	IAHOE NF BDRY END END 869 TARRANT DRIVE	0.36 0.36 0.06 0.06 0.06 0.06 0.06 0.06	╅╂╂┼┼┼┪┥	1-1-10	
RD RD CO	JULEVARD	END END 869 TARRANT DRIVE	0.36	- - - - - - - - - - 	1 1 1 1 1 1	
RD RD CD	JULEVARD	END 869 TARRANT DRIVE	0.36	- - - - - -		
RD RD RD CD	JULEVARD	869 TARRANT DRIVE	0.06			
BOGA RD BOGA RD BOGA RD BOGA RD BOGA RD REBLYD	JULEVARD		0.0	- - - 		
OGA RD OGA RD OGA RD OGA RD SEBLVD	JULEVARD	1037	,	 	\bot	
OGA RD OGA RD OGA RD E BLVD	JULEVARD	26 FORTY MILE RD	1.60 (╫	\bot	
OGA RD OGA RD E BLVD		22 ARBUGA RUAD	00	+	4	
OGA RD E BLVD		405 ALGODON RD	30190 12.2	TACUSE DAE		
E BLVD	KBOGA KOAD	URBAN LIMIT	7000 0000	+		
	DE NOGOO IN	FAST END @ SHO70	0.49	+		- LC
757	STREET		0.26	╀		
		430 OLD FORTY MILE RD	1.03	╀	_	7
		END	0.29	0.29 06H25 02K	2	7
IANCE COURT	VCE TRAIL	END	0.09	0.09 06H25 08F		7
		END	0.05	Н		7
		364 RUPERT AVE	0.49 (-		7
ANCH WAY	EEK WAY	706 THUNDER RANCH WAY	0.15 (22		7
WY		1058 PONDEROSA WAY	0.64	+	1	_
		441 RIVERSIDE DR	0.31	+	4	^ 1
	RIVE	580 WATERFALL DRIVE	- 6	0.1100H13 00E	1	1
>	766 POWDER WAY	FND CIMARRON DRIVE	0.33	2 03D	170	_ ^
/bb/POWDER WAT		END	0.70	55	┖	
Va.	L.	32 MC GOWAN PKWY	1.86	╀	_	2
		644 TIBURON WAY	0.17	⊢	3 170	7
		END	0.10	0.10 06H15 06F	1	7
N ROAD	498 ARCANO AVENUE	END	0.03			7
		717 NORTH FORK	0.31	\dashv	6	7
691 RAINHAM COURT 68		END	0.08 (\dashv	4	
		BUT CO	7.49	-	_	
	PKWY	OSTROM RD	0.80	+	_	9
		OSTROM RD	7.69		4	7
	DRIVE	END BUT CO OSTROM RD OSTROM RD		0.08 (7.49 (0.80 (06H25 06G 06H25 2	0.08 06H25 10E 80 7.49 06G 08H 7490 0.80 06H25 02J 800 2.69 2 08C 3490

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ЕВ	MAINTAINEI	MAINTAINED ROAD DATA	S3	В	=	МО	SS
SOAD NUMBI	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	ENGTH MIL	IBAMUN 9AN	ЧАМ ЗТАИІОЯООЗ	NILEAGE FRO	FUNCT. CLAS
20 RANCHO RD	URBAN LIMIT	32 MCGOWAN PKWY	19	06H25	11	11	S S
20 RANCHO RD	32 MCGOWAN PKWY	END	0.34	06H25	01H	340	7
625 RAPID WATER WAY	568 POND VIEW DR	END	0.13	0.13 06H15	390	130	7
581 RAVINE COURT	578 SHALLOW CREEK DR	END	0.02	0.02 06H15	390	20	7
737 RAZORBILL STREET	736 BAMBOO STREET	746 DEERWOOD STREET	0.06	0.06 06H25	03D	09	7
371 REDBURN AVE	35 N BEALE ROAD	427 ASH WAY	0.15	0.15 06H15	05E	150	7
845 REDGOLD STREET	34 GRIFFITH AVENUE	END	0.25	06H15	H20	250	7
284 REDHILL RD	220 DOLAN HARDING R	285 REDHILL WY	1.12 (920	08C	1120	7
285 REDHILL WY	284 REDHILL RD	END	0.02	07G	07C	20	7
389 REDWOOD AVE	22 ARBOGA ROAD	END	0.05	06H15	၁၉	20	7
478 REDWOOD CT	469 FERNWOOD DR	END	0.04	0.04 06H15	96E	40	7
897 REMINGTON WAY	896 MANCHESTER DRIVE	RIVERBANK DRIVE	0.08	0.08 06H15	990	8	7
202 RICES CROSSING RD	8 MARYSVILLE RD	1057 RICES CROSSING RD	3.68 07G	07G	39E	3680	9 1
203 RICES TEX HILL RD	202 RICES CROSSING	138 TEXAS HILL RD	2.51 07G	07G	00E	2510	7
425 RICH RD	43 FEATHER RIVER RD	END	0.42	0.42 06H25	08C	420	_
573 RICK DR	572 TREVOR DR	END	0.19 (0.19 06H15	946	23	-
159 RIDGE RD	SH049	END YC MAINTAINED	0.26 1		07H	260	2
159 RIDGE RD	END YC MAINTAINED	S180 SIE CO RD	3.70 1		07H	3960	2
595 RIM COURT	594 POINT DEFIANCE COURT	END	0.02 (0.02 06H25	08F	20	^
718 RIPTIDE WAY	715 PYRAMID CREEK DRIVE	716 WHITEWATER DRIVE	0.05 (0.05 06H15	06F	20	7
837 RITA COURT		END	0.02 (0.02 06H15	04H	20	_
659 RIVER BANK DR	566 EDGEWATER CIRCLE	879 GOLDFIELDS PKWY	0.62 (0.62 06H15	06E	400	2
659 RIVER BANK DR	581 RAVINE COURT	566 EDGEWATER CIR	0.33	0.33 06H15	990	320	
659 RIVER BANK DR	879 GOLDFIELDS PKWY	883 SEEDLING WAY	0.08 (0.08 06H15	99E	8	7
44 RIVER OAKS BLVD	43 FEATHER RIVER BLVD	N SUBDIVISION BOUNDRY (ROSS RANCH)	4.56 (4.56 06H25	188	3790	4
721 RIVER ROCK DRIVE	822 STONEWOOD LOOP	824 MEADOW BROOK WAY	0.17	0.17 06H15	190	160	
576 RIVER RUN DR	577 MARSH DR	659 RIVER BANK DR	0.64	0.64 06H15	190	310	/
844 RIVER WOOD DRIVE	822 STONE WOOD LOOP	824 MEADOW BROOK	0.17	0.17 06H15	990	170	- 1
441 RIVERSIDE DR	43 FEATHER RIVER	310 SYCAMORE AVE	0.81	0.81 UBH15	900	01.8	۱۵
441 RIVERSIDE DR	310 SYCAMORE AVE	END 4 - 4 DODITI DD	0.19(0.19 U6H15	920	190	7
FOUR ROAD TOU		I LA PORTE RU	0.35	0.35 I	246	320	7
639 ROARING CAMP COURT	633 STONITWOOD LOOP	Z21 BIVES BOCK DBIVE	0.13	27100	100	130	7
620 ROAKING KAPIUS WAT	622 STONEWOOD LOOP	721 RIVER RUCH DRIVE	0.12	2113		021	- [
586 ROBERTA AVENUE	544 SUTTER ST	END	0.26	0.26 06H15	056	260	7
827 ROCK CLIFF COURT	721 RIVER ROCK DRIVE	END		06H15	990	30	
769 ROCKWOOD COURT	765 CIMARRON DRIVE	END	0.08	2	09B	8	7
558 RODEO WY	543 DONALD DR	541 DEATON DR	0.15 (0.15 06H25	91	150	-
796 ROHNERT COURT	786 RUTHERFORD WAY	END	0.05	2	09B	20	7
336 ROSE AVE	32 MC GOWAN PKWY	337 MAGE AVENUE	0.27	06H25	01H	270	
890 ROSS RANCH CIRCLE	44 RIVER OAKS BLVD	405 ALGODON ROAD	0.51	0.51 06H25	190	510	<u> </u>
585 ROSSER ROAD	26 FORTY MILE RD	END	0.62	0.62 06H25	037	620	7
50 ROUTE 20	HWY 20	END		2	02F	440	7
910 ROYAL CT	909 HEARTLAND DR	END	0.03				

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8 :		MAINTAINED ROAD DATA	DAD DATA	S3	2	=		S
В ИЛМВЕ				GTH MIL	NOMBE	TANIGR		CT. CLAS
AOF	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	ГЕИ		MAP COC	8AT	FUN
702	702 ROY RANCH WAY	605 CALYPSO RANCH DRIVE	706 THUNDER RANCH WAY	0.40	06H25	08F	400	_
364	364 RUPERT AVE	36 HMT SMTVLE RD	566 EDGEWATER CIR	0.82	06H15	99E	320	2
786	786 RUTHERFORD WAY	43 FEATHERRIVER BOULEVARD	787 ATHERTON WAY	0.09	2	960	06	7
316	316 S GLEDHILL AVE	321 PASADO RD	23 GRAND AVE	0.41	06H15	07C	410	7
771	SABINE COURT	766 POWDER WAY	END	0.08	2	960	80	7
508	508 SABINIANA RD	507 LOBATA RD	END	0.23 07G	07G	07C	230	7
241	SADDLEBACK DR	SH070	241 SADDLEBACK DR	0.98	0.98 06G55	07A	980	7
892	892 SAINT ANDREWS DRIVE	894 NIBLICK WAY	891 BERMUDA DRIVE	0.68	0.68 06H25	06F	680	7
623	SALMON DRIVE	568 POND VIEW DR	END	0.08	0.08 06H15	06F	80	^
662	662 SAND CASTLE WAY	580 WATERFALL DRIVE	566 EDGEWATER CIR	0.08	0.08 06H15	990	8	7
713	713 SAND DOLLAR DRIVE	479 BAYWOOD DRIVE	719 WATERFRONT COURT	0.39 (06H15	99E	390	^
798	798 SANTA BARBARA WAY	44 RIVER OAKS BLVD	801 STINSON WAY	0.25	2	09B	250	^
797	797 SANTA CRUZ DRIVE	44 RIVER OAKS BLVD	798 SANTA BARBARA WAY	0.19	2	960	190	7
322	322 SARTORI AVE	443 PACKARD AVE	21 LINDHURST AVE	0.20 06H1	06H15	09D	200	7
434	434 SCALES AVENUE	21 LINDHURST AVE	END	0.19	0.19 06H15	Q90	190	7
1	SCALES RD	1 LA PORTE RD	SIE CO	7.81	1	HE0	7810	7
149	SCHOOL ST	148 MILL STREET	146 CLEVELAND AVE	0.18 07G1	07G1	03B	180	7
222	SCOTT FORBES RD	9 PEORIA ROAD	1055	5.05	07G	08C	5050	7
205	205 SCOTT GRANT RD	8 MARYSVILLE RD	10 LOMA RICA RD	1.56	2	01E	1560	7
851	851 SCOTTSCRAIG COURT	849 LOCHCARRON DRIVE	END	0.02	06H15	H20	20	7
911	911 SEABISCUIT WY	673 HIGH NOON DR	909 HEARTLAND DR	0.13				
804	804 SEA CLIFF COURT	800 MONTEREY WAY	END	0.03	2	960	30	_
805	805 SEA SIDE COURT	800 MONTEREY WAY	END	90.0	2	960	09	7
340	340 SECOND AVE	444 CHESTNUT RD	END	0.41	06H15	18E	410	7
586	589 SECRET LAKE TRAIL	593 CANYON CREEK TRAIL	END	0.24 (06H25	08F	240	7
883	883 SEEDLING WAY	878 AUTUMN LANE	NORTH TO END OF SUBDIVISION	0.21	0.21 06H15	H90	180	7
455	SEVENTEENTH ST	357 POWERLINE RD	355 FLEMING WAY	0.24 (0.24 06H25	016	240	7
346	345 SEVENTH AVE	22 ARBOGA RD	357 POWERLINE RD	0.98	0.98 06H15	060 060	980	2
724	SEYKOTA AVENUE	723 BRIANNA AVENUE	END	0.13 (0.13 06H25	01F	130	^
428	429 SHAD RD	35 N BEALE ROAD	END	0.39	0.39 06H15	05B	390	~
578	SHALLOW CREEK DR	END	566 EDGEWATER CIR	0.05	0.05 06H15	96F	24	^
366	SHARP AVE	443 PACKARD AVE	21 LINDHURST AVE	0.11	0.11 06H15	09D	110	^
398	SHASTA WAY	372 PARK AVENUE	END	0.15 (0.15 06H15	05E	150	^
733	SHAY AVENUE	730 CHYSTAL COURT	734 HICKS AVENUE	0.16	0.16 06H25	01F	160	7
225	229 SHELL RD NO 2		END	0.30	0.30 06G55	04A	300	7
613	612 SHERIDAN RANCH CIRCLE	613 LINDENMEIR DRIVE	613 LINDENMEIR DRIVE	0.20	0.20 06H25	08F	200	^
41;	413 SHIMER RD	20 RANCHO RD	409 PLUTE RD	0.19 (0.19 06H25	027	280	^
84	841 SHIRES WAY	659 RIVERBANK DRIVE	834 MOSS GLEN LOOP	0.20	0.20 06H15	990	200	7
754	SHOOTING STAR STREET	751 WATER LEAF STREET	753 SUTTER TRAILS STREET	0.08	0.08 06H25	30	8	^
269	SHORELINE DRIVE	364 RUPERT AVE	369 GROVE AVE	0.41	0.41 06H15	190 190	410	^
530	SHORT CT	527 LISA WY	END	0.03	0.03 06H15	050	8	
22.	223 SICARD FLAT RD	SH020	9 PEORIA ROAD	1.38 07G	076	260	1380	^
75	SIERRA BLUFF STREET	WHEELER RANCH DRIVE	751 WATER LEAF STREET	0.091	0.09 06H25	030	06	٦

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			A CONTRACTOR OF THE CONTRACTOR					
ЯЗ		MAINTAINED ROAD DATA	DAD DATA	ES	2	=	MO	SS
амии д аоя	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	IBAMUN 9AM		MILEAGE FRO	FUNCT. CLAS
451	I SIERRA WAY	449 TYLER AVE	448 BEEDE AVE	0.09	06H15	05E	6	7
232	SILVA AVE	SH070	END	0.93	06G55	A60	930	7
912	SILVER SAGE CT	909 HEARTLAND DR	END	90.0				
710	SILVER SPUR WAY	606 COFFEE CREEK WAY	712 SLINGSHOT DRIVE	0.36	0.36 06H25	08F	360	7
534	534 SILVERLEAF CT	532 GOLD LEAF WY	END	0.02	06H25	01G	20	7
525	525 SILVERWOOD ST	35 NORTH BEALE RD	527 LISA WY	0.17	0.17 06H15	02D	170	7
17	SIMPSON LANE	URBAN BOUNDRY	MARYSVILLE CL	1.72	1.72 06H15	04E	1718	4
-	17 SIMPSON LANE	36 HMT SMTVLE RD	URBAN BOUNDRY	0.16	0.16 06H15	04E	162	4
384	SIMPSON-DANTONI RD	387 DANTONI ROAD	17 SIMPSON LANE	1.19	1.19 06H15	03G	1190	_
836	SIR BARTON DRIVE	833 EGYPTIAN WAY	834 BUCKSKIN WAY	0.12	0.12 06H25	01E	120	7
433	SIXTEENTH ST	354 ARDMORE AVE	357 POWERLINE RD	0.36	0.36 06H25	01F	360	^
344	SIXTH AVE	END	357 POWERLINE RD	0.72	0.72 06H15	09E	720	^
732	SKINNER AVENUE	733 SHAY AVENUE	726 SUNDARI AVENUE	0.14	06H25	01F	140	^
24	SKY HARBOR DR	D.	END	0.28	0.28 06H15	060	280	7
485	482 SKYCREST DR	481 CATALPA ST	514 ACACIA WY	90.0	0.06 06H15	07E	9	7
748	748 SKYLINE COURT	END	END	0.11	0.11 06H25	03D	110	7
583	583 SKYWAY DR	22 ARBOGA ROAD	END	1.30	1.30 6H15	10E	1300	7
712	SLINGSHOT DRIVE	614 DARK HORSE WAY	708 BROKEN SPUR WAY	0.21	0.21 06H25	08F	210	7
18	19 SMARTSVILLE RD	SH020	SH020	1.21	07G53	0ec	1210	7
211	211 SMITH RD		END	0.85	0.85 07G41	04G	820	7
776	776 SNOW GOOSE STREET	777 GOLDEN PLOVER STREET	780 SNOWY EGRET STREET	0.11	06H25	03D	110	7
780	SNOWY EGRET STREET	776 SNOW GOOSE STREET	778 FLAMINGO STREET	0.21	0.21 06H25	03D	210	7
30	30 SO BEALE RD	SH065	1021 BEALE AFB BDRY	3.18	2	08C	3180	2
288	588 SOLDIERS RANCH WAY	589 SECRET LAKE TRAIL	607 BROAD ACRES WAY	0.19	0.19 06H25	08F	190	7
658	658 SOPHIA STREET	496 MAPLEHURST ST	537 CHATEAU DRIVE	0.12	06H25	11	120	7
267	267 SOUTH ROBERTA WAY		END	0.03	0.03 06H15	01A	9	7
90	603 SPANISH RANCH WAY	605 CALYPSO RANCH DRIVE	600 ZANES DRIVE	0.14	0.14 06H25	08F	140	7
30	305 SPECKERT RD	384 SIMPSN DNTNI	END	0.39	0.39 06H15	03F	330	
14	145 SPENCER ST	END	116 PIKE CITY RD	0.10 07G1	07G1	04B	9	7
쉭	40 SPENCEVILLE RD	WHEATLAND C/L	BEALE AFB BDRY	6.49 2	2	80	6490	2
쉭	40 SPENCEVILLE RD	41 LONG RAVINE RD	39 WALDO RD	0.40	2	96F	400	9
4	40 SPENCEVILLE RD	BEALE AFB BDRY	1017	1.22	2	07F	1220	_
4	40 SPENCEVILLE RD	1017	NEV CO	2.17	2	96F	2570	^
295	SPINNAKER WY	360 LINDA AVE	END	90.0	0.06 06H15	05E	09	7
147	SPRING ST	146 CLEVELAND AVE	148 MILL STREET	0.26 07G1	07G1	04A	260	^
216	216 SPRING VALLEY RD	SH020	8 MARYSVILLE RD	5.70 07G	07G	99A	2200	7
377	377 STAR AVE	35 N BEALE ROAD		0.34	2	၁၉၀	340	
757	STARFLOWER STREET	756 TWINBERRY STREET	758 PLUMAS LINKS STREET	0.07	0.07 06H25	30	2	^
528	STEPHENSON ST	525 SILVERWOOD ST	372 PARK AVE	0.25	0.25 06H15	020	250	^
869	STEPNEY WAY	697 ISLEWORTH WAY	END		06H25	10E	2	^
801	STINSON WAY	798 SANTA BARBARA WAY	END	0.19	2	860 860	190	^
822	STONE WOOD LOOP	824 MEADOW BROOK WAY	844 RIVER WOOD DRIVE	0.29	0.29 06H15	990	200	^
847	847 STONEHAVEN DRIVE	360 LINDA AVE	850 WESTHILL DR	0.45	0.45 06H15	05H	200	7

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	VENILOO AGUN CAAC	COLINEX					
83	MAINTAINED ROAD DATA	ROAD DATA	SE	2	=	WC	S
admun dad		DE CAMPAGNA CHE	ENGTH MIL	IBBMUN 9A	9А ООКDINATE	ILEAGE FRO	UNCT. CLAS
09	10 OMA BICA BD		55	M 0	C W	- 18	, E
925 STONEY CBEEK MAX	SEG BIVEBBANK DRIVE	840 WATERVILLE DRIVE	0.00	0.33 07 G	3 2	3 6	1
808 SUITIVAN DRIVE	806 PHEASANT RUN DRIVE	END	0.00	625	036	40	1
886 SUMMER LAND DRIVE	885 CLING DRIVE	659 RIVERBANK DRIVE	0.23	0.23 06H15	H90	230	7
677 SUMMERFIELD LANE	678 JUNE WAY	336 ROSE AVENUE	0.24	0.24 06H25	116	240	_
255 SUMMIT AVE	254 NORTH AVE	10 LOMA RICA RD	0.07	0.07 07G41	03H	20	7
379 SUN AVE	376 BROPHY ROAD	378 MOON AVENUE	0.38	2	0ec	380	7
674 SUNDANCE DRIVE	675 LONG HORN TRAIL	641 KNIGHTS FERRY DRIVE	0.42	0.42 06H25	08F	130	7
726 SUNDARI AVENUE	723 BRIANNA AVENUE	734 HICKS AVENUE	0.35	0.35 06H25	01F	350	7
492 SUNNY RD	END	BUTTERFLY LANE	0.03	0.03 06H25	01E	30	7
492 SUNNY RD	END	BUTTERCOUP LN	0.02	0.02 06H25	01E	20	7
492 SUNNY RD	BUTTER CUP LN	BUTTERFLY LN	0.12	0.12 06H25	01E	120	7
381 SUNRISE AVE	END	380 DUNNING AVE	0.10	0.10 06H15	04F	100	7
383 SUNSET AVE	380 DUNNING AVE	END	0.10	0.10 06H15	05F	100	7
382 SUNSHINE AVE	383 SUNSET AVE	381 SUNRISE AVE	0.15	0.15 06H15	05F	150	7
544 SUTTER ST		END	0.20	0.20 06H15	05F	203	7
753 SUTTER TRAILS STREET	750 SIERRA BLUFF STREET	756 TWINBERRY STREET	0.18	0.18 06H25	03D	150	7
310 SYCAMORE AVE	441 RIVERSIDE DR	315 GARDEN AVE	0.13	0.13 06H15	05B	130	7
631 TABLE MOUNTAIN DRIVE	44 RIVER OAKS BLVD	641 KNIGHTS FERRY DRIVE	0.18	0.18 06H25	08F	180	7
570 TADPOLE WAY	569 SHORELINE DRIVE	564 CATTAIL DR	0.12	06H15	96F	120	7
749 TAHOE STREET	748 SKYLINE COURT	750 SIERRA BLUFF STREET	0.06	0.06 06H25	030	09	7
225 TANABE RD	226 MATHEWS LN	13 RAMIREZ RD	3.68	3.68 06G55	03F	3680	7
774 TANANA COURT	773 PECOS WAY	END	0.08	2	09B	80	^
869 TARRANT DRIVE	876 PITTENGER DRIVE	W SUBDIVISION BOUNDRY	0.08	0.08 06H25	02E	80	7
155 TAYLOR WAY	152 MELLON WAY	170 NORTH LOOP RD	0.06 07G1	07G1	026	09	7
348 TENTH AVE	355 FLEMING WAY	357 POWERLINE RD	0.25	0.25 06H15	힏	250	7
348 TENTH AVE	351 WESTERN AVE	31 OLIVEHURST AVE	0.25	0.25 06H15	100	250	7
517 TERRY CT	419 BAUGH ST	END	0.06	0.06 06H25	01F	9	7
138 TEXAS HILL RD	8 MARYSVILLE RD	8 MARYSVILLE RD	2.78 07G	07G	99E	2780	7
	687 NOTTING HILL WAY	END	0.05	0.05 06H25	빌	20	7
341 THIRD AVE	END	444 CHESTNUT RD	0.43	06H15	08E	430	7
300 THIRTEENTH ST	31 OLIVEHURST AVE	354 ARDMORE AVE	0.11	0.11 06H15	9	19	7
213 THOME RD	214 LAUREL LANE	END	0.75	0.75 06G44	047	750	7
624 THREE RIVERS DRIVE	623 SALMON DR	END	0.23	0.23 06H15	96F	230	7
706 THUNDER RANCH WAY	600 ZANES DRIVE	END	0.28	0.28 06H25	180 1	280	7
644 TIBURON WAY	652 LOCKWOOD DRIVE	END	0.45	2	09B	450	7
720 TIDE POOL COURT	714 FALL RIVER DRIVE	END	0.04	0.04 06H15	06F	40	7
259 TIMBUCTOO RD	SH020	SH020	2.26 07G	07G	၁ <u>၉</u>	2260	7
520 TISH CIR	317 ALICIA AVE	END	0.25	0.25 06H15	ပ္တ	520	7
221 TOWNSHIP RD	9 PEORIA RD	220 DOLAN HARDING RD	3.67	07G	260	3670	7
	746 DEERWOOD STREET	736 BAMBOO STREET	90.0	0.06 06H25	30	00	^
666 TRAILHEAD LOOP	659 RIVERBANK DRIVE	659 RIVER BANK DRIVE	0.18	0.18 06H15	96E	<u>8</u>	7
574 TREVOR CT	572 TREVOR DR	END	0.02	0.02 06H15	04G	20	7

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		VILLIOO AGUY CAGO	COUNTY				•	
ЯЭ		MAINTAINED ROAD DATA	OAD DATA	S3	Я	Ξ		SS
BMUN DAOR	ROAD NAME	FROM - NUMBER AND NAME	TO - NUMBER AND NAME	LENGTH MIL	IBBMUN 9AM	ЧАМ СООКОІИАТЕ	MILEAGE FR	FUNCT. CLAS
772	TREVOR DR	36 HMT SMTVLE RD	END	14	06H15		140	7
903 T	TUDOR WAY	901 GARNET WAY	E SUBDIVISION BOUNDRY	0.003	2	260	3	7
445 1	445 TULIP ROAD	21 LINDHURST AVE	END	0.11	0.11 06H15	08F	110	7
350 7	350 TULSA AVE	345 SEVENTH AVE	344 SIXTH AVE	0.19	0.19 06H15	360	190	7
556 7	556 TUMBLEWEED WY	543 DONALD DR	541 DEATON DR	0.15	0.15 06H25	01F	150	7
848	848 TURNBERRY DRIVE	33 ERLE ROAD	N SUBDIVISION BOUNDRY	0.49	0.49 06H15	H20	510	7
848 T	TURNBERRY DRIVE	N SUBDIVISION BOUNDRY	904 GLASGLOW DRIVE	0.018	0.018 06H15	05H	510	7
1 689	689 TURNBRIDGE WAY	686 BELVEDERE WAY	698 STEPNEY WAY	0.21	0.21 06H25	10E	210	7
	TURPEN ST	357 POWERLINE RD	END	0.21	0.21 06H15	360 1	210	7
461 T	TWAIN DR		END	0.25	06H25	910	220	~
756 7	756 TWINBERRY STREET	757 STARFLOWER STREET	856 WHEELER RANCH DRIVE	0.21	0.21 06H25	30	220	7
571	571 TWISTED RIVER DR	364 RUPERT AVE	END	0.43	0.43 06H15	99E	160	7
449 T	449 TYLER AVE	360 LINDA AVE	450 INEZ WAY	0.13	0.13 06H15	05E	130	7
539 \	539 VALLEY MEADOWS DRIVE	499 BIGLOW DR	658 SOPHIA STREET	0.26	0.26 06H25	02F	91	^
√ 667	739 VELVET LEAF STREET	736 BAMBOO STREET	740 LADY FERN STREET	0.12	0.12 06H25	03D	118	7
791	791 VENTANA COURT	787 ATHERTON WAY	END	0.04	2	960	40	7
271	271 VICKIE DR	264 HILL ROAD	264 HILL ROAD	0.77	07G41	04F	770	7
101	VIERRA RD	1 LA PORTE RD	BUT CO	4.61 07G	07G	04D	4610	7
318\	318 VINE AVE	317 ALICIA AVE	END	0.13	06H15	07C	130	7
473	473 VINE CT	464 WOODLAND DR	END	0.05	0.02 06H15	05F	20	7
200	500 VINEYARD RD	907 CHUCK YEAGER RD	END	0.43	2	05F	430	7
462	VIRGILIA LANE	461 TWAIN DRIVE	461 TWAIN DRIVE	0.34	0.34 06H25	01G	340	7
۸ 20٤	VIRGINIA AVE	EAST LINE TRLIA SETBACK LEVEE R/W	43 FEATHER RIVER BLVD	0.18	0.18 06H15	08C	190	7
210\	210 VIRGINIA RD	211 SMITH ROAD	END	1.05	1.05 07G41	04G	1050	7
333 \	333 VIRGINIA RD	20 RANCHO RD	33 ERLE ROAD	3.73	2	07C	3730	^
854 \	854 VISTA DRIVE	674 SUNDANCE DRIVE	853 BROKEN BIT DRIVE	0.13	0.13 06H25	09F	130	7
454 ∖	454 VOLK STREET	372 PARK AVE	369 GROVE AVE	0.11	0.11 06H15	06E	110	~
238 V	238 W HALLWOOD BLVD	237 KIMBALL LANE	SH020	1.50	1.50 06G55	06F	1500	$\overline{}$
36	39 WALDO RD	40 SPENCEVILLE RD	907 CHUCK YEAGER RD	1.90	2	06F	1900	७
167 V	167 WALKER MILL RD	159 RIDGE ROAD	END	0.53 07G	076	05H	230	^
701	701 WALLABY RANCH WAY	703 LOST CREEK DRIVE	605 CALYPSO RANCH DRIVE	0.11	0.11 06H25	08F	110	7
818 V	818 WALLEN DRIVE	36 HAMMONTON-SMARTVILLE ROAD	815 BISHOP LANE	0.25	0.25 06H15	04)	220	7
38 \	38 WALNUT AVE	240 HALLWOOD BLVD	END	1.02	1.02 06G55	07.0	1020	7
38 \	38 WALNUT AVE	SH020	240 HALLWOOD BLVD	1.86	1.86 06G55	08F	1860	7
437 V	WAREHOUSE RD	437 BROADWAY	END	0.22	0.22 06H25	04E	220	7
751 V	751 WATER LEAF STREET	752 IRONWOOD STREET	753 SUTTER TRAILS STREET	0.12	0.12 06H25	030	120	^
280 \	580 WATERFALL DRIVE	582 WETLAND DR	576 RIVER RUN DR	0.02	0.02 06H15	06E	20	^
719 \	719 WATERFRONT COURT	713 SAND DOLLAR DRIVE	END	0.10	0.10 06H15	06F	100	7
665 \	665 WATERHOLE LOOP	659 RIVERBANK DRIVE	659 RIVER BANK DRIVE	0.18	0.18 06H15	90E	180	<u>~</u>
840 \	840 WATERVILLE DRIVE	824 MEADOW BROOK WAY	END	0.22	0.22 06H15	990	220	~
671	671 WAWONA COURT	635 BIDWELL BAR DRIVE	END	0.00	0.06 06HZ5	180	20 5	7
123 V	123 WEEDS POINT RD	SH049	119 PENDOLA ROAD	4.02	07G1	03A	4020	T
48/ V	VERNER ST	485 LEVER AVE	488 MARTEL DR	0.04	0.04 06H25	01H	40	$\overline{}$

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	NILEAGE FROM		1130	130	110	40	1940	700	410	20	20	260	140	340	180	240	1180	420	7790	2	150	270	5130	150	2520	069	270	
	9AM ETANIGROOS	02C	08E	05H	960	990	060	03D	03G	02F	02F	190	05E	08F	390	05F	05E	H90	G90	09B	05F	05F	04A	03D	03H	990	780	
	язамии ч	0.18 06H25	1.13 06H15	0.13 06H15	2	0.04 06H15		0.70 06H25	9/C	2	_	6H15	0.14 06H15	6H25	0.18 06H15	0.10 06H15)7G		920	2	6H15	6H15	6G54	6H25	76	76	6H25	
	LENGTH MILES	0.18	1.13	0.13	0.11	0.04	0.39 2	0.70	0.41 07G	0.02 2	0.02 2	0.25 06H1	0.14	0.34 06H25	0.18	0.10	1.18 07G	0.42	7.79 07G	0.07	0.15 06H15	0.27 06H15	5.13 06G54	0.15 06H25	2.52 07G	0.69 07G	0.45 06H25	656.90
2013 XIIIN COLINTX	OAD DATA TO - NUMBER AND NAME	END	349 ELEVENTH AVE	849 LOCHCARRON DRIVE	END	580 WATERFALL DRIVE	.39 M E OF CNTY LN @ GRASSHOPPER	855 LINKS PARKWAY	END	END	END	718 RIPTIDE WAY	427 ASH WAY	44 RIVER OAKS BLVD	659 RIVER BANK DRIVE	716 WHITEWATER DRIVE	END	1064 WILLOW CR RD	1 LA PORTE RD	END	464 WOODLAND DR	466 WOODLAND CIR	SH020	736 BAMBOO STREET	123 WEEDS POINT RD	138 TEXAS HILL RD	606 COFFEE CREEK WAY	TOTAL
	MAINTAINED ROAD DATA	323 ELLA AVE	340 SECOND AVE	847 STONEHAVEN DRIVE	787 ATHERTON WAY	577 MARSH DR	SUTTER CO LN	855 LINKS PARKWAY	110 BEAN CLIPPER RD	284 REDHILL RD	285 REDHILL WY	479 BAYWOOD DRIVE	35 N BEALE ROAD	600 ZANES DRIVE	659 RIVERBANK DRIVE		135 INDIANA RANCH RD	117 OLD CMPTNV RD	8 MARYSVILLE RD	786 RUTHERFORD WAY	464 WOODLAND DR	35 N BEALE ROAD	SH070	740 LADY FERN STREET	119 PENDOLA ROAD	END	44 RIVER OAKS BLVD	
	ROAD NAME	324 WEST ELLA AVE	351 WESTERN AVE	850 WESTHILL DRIVE	788 WESTPORT WAY	582 WETLAND DRIVE	28 WHEATLAND RD	856 WHEELER RANCH DRIVE	108 WHITEHEAD RD	286 WHITEOAK LN	287 WHITEOAK LN	716 WHITEWATER DRIVE	374 WIGET AVE	602 WILCOX RANCH ROAD	664 WILDERNESS LOOP	468 WILDWOOD DR	132 WILLIAMS ROAD	126 WILLOW CR RD	4 WILLOW GLEN RD	794 WINDSOR COURT	466 WOODLAND CIRCLE	464 WOODLAND DR	14 WOODRUFF LANE	735 YARROW STREET	122 YOUNGS HILL RD	260 YUBA-NEVADA RD	600 ZANES DRIVE	
	ROAD NUMBER	324	351	850	788	582	28	856	108	286	287	716	374	602	664	468	132	126	4	794	466	464	14	735	122	260	009	

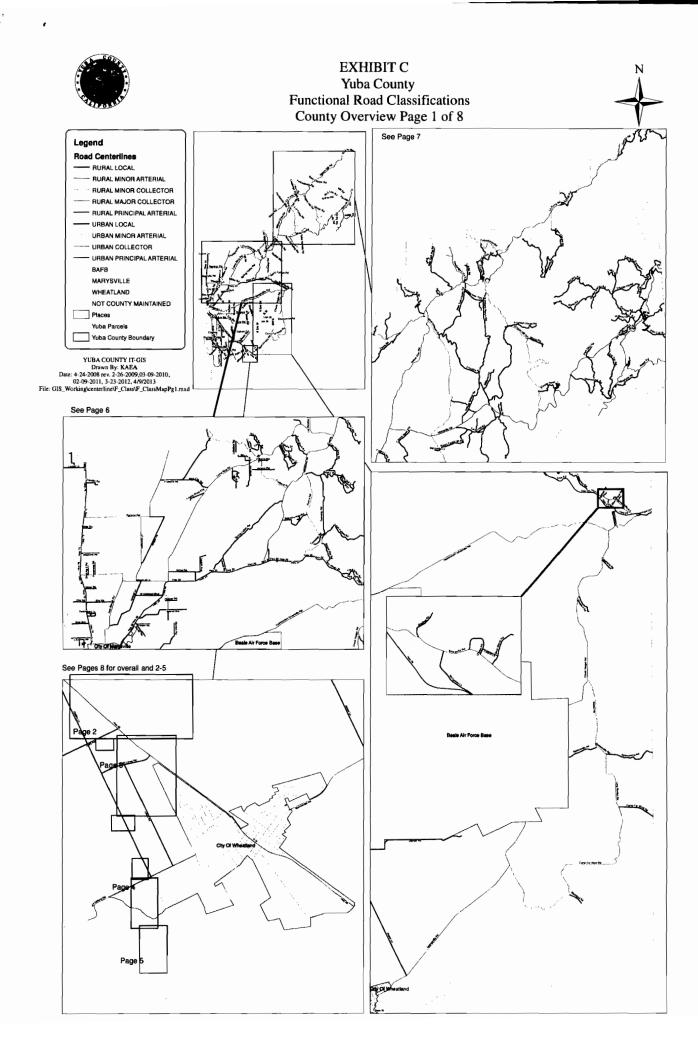
EXHIBIT B

FUNCIONAL CLASSIFICATION (FC) Conversion Table/Definitions

The functional classification used in the HPMS database corresponds to the FHWA approved CRS maps. These are coded as follows:

FC Code

- 1 Interstate
- 2 Other Freeways or Expressways
- 3 Other Principal Arterial
- 4 Minor Arterial
- 5 Major Collector
- 6 Minor Collector
- 7 Local



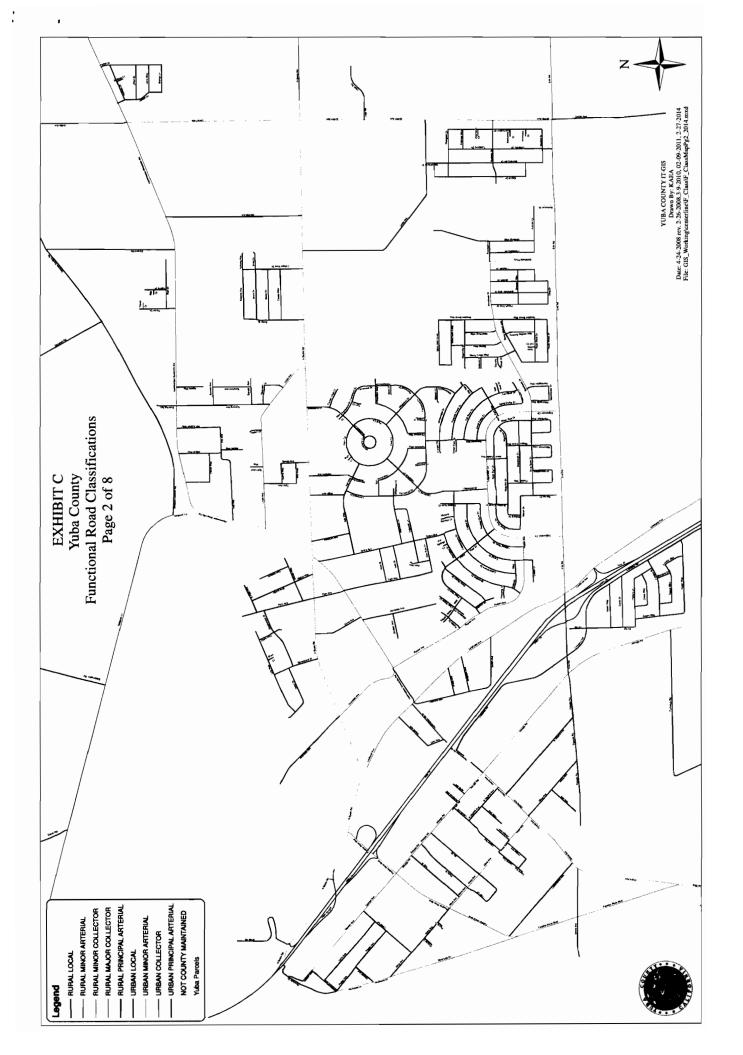




EXHIBIT C Yuba County **Functional Road Classifications** Page 3 of 8



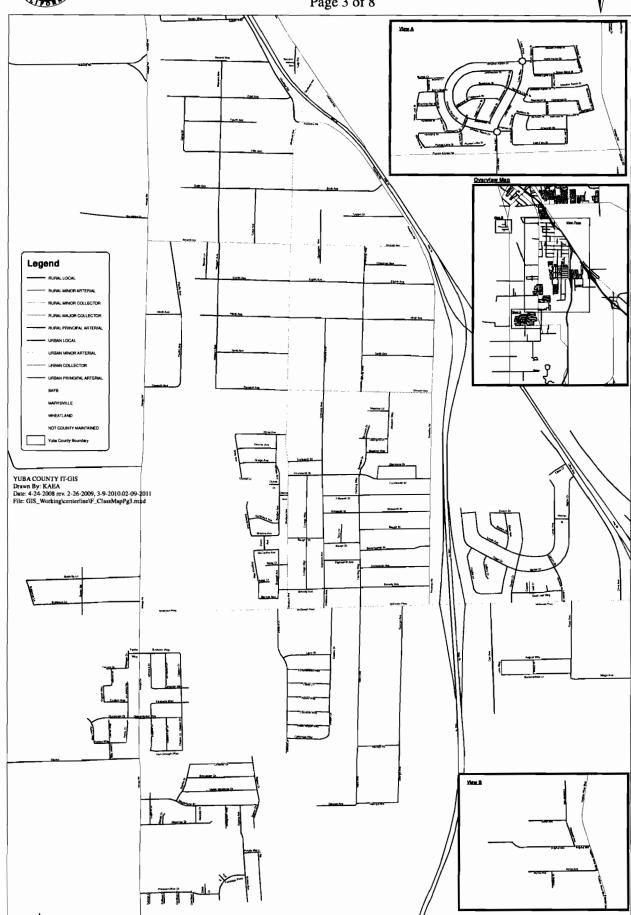




EXHIBIT C Yuba County Functional Road Classifications Plumas Lake area Page 4 of 8

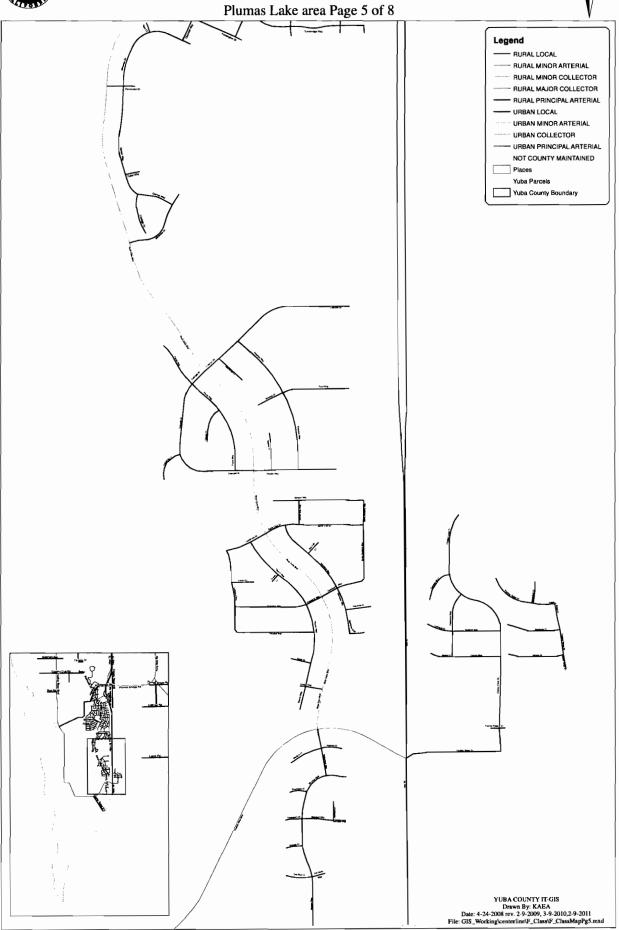






EXHIBIT C
Yuba County
Functional Road Classifications
Plumas Lake area Page 5 of 8





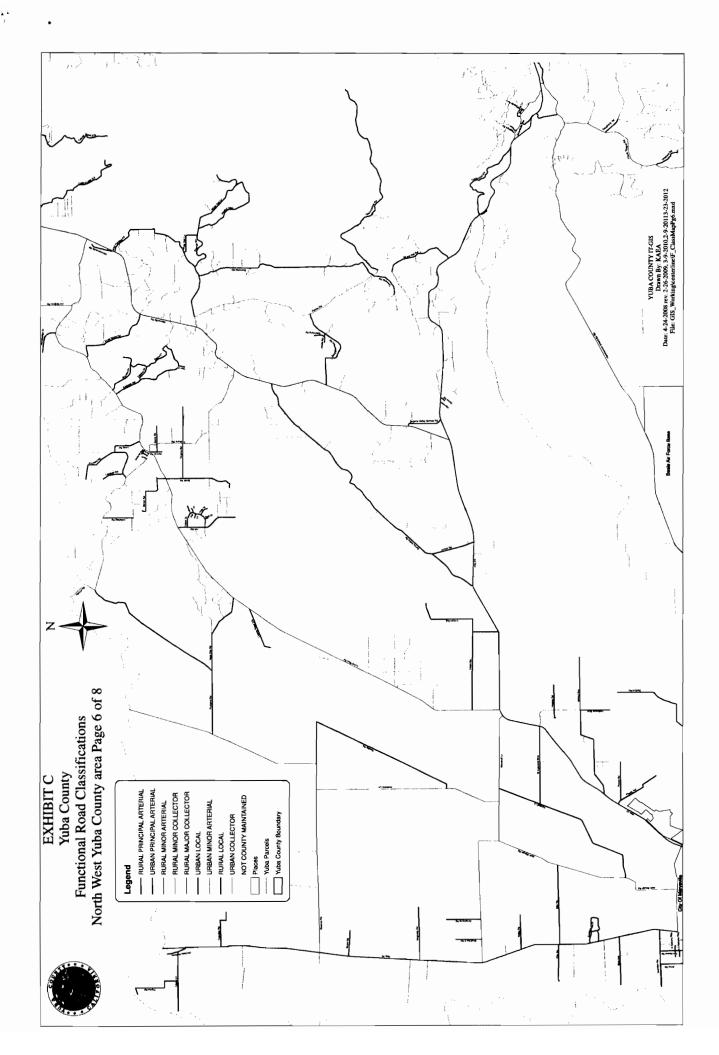
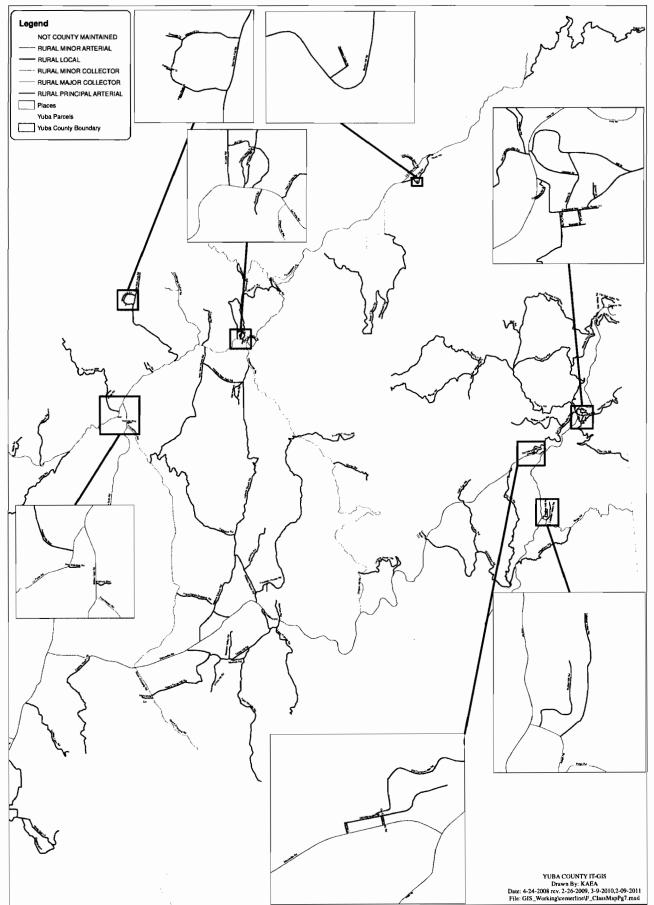
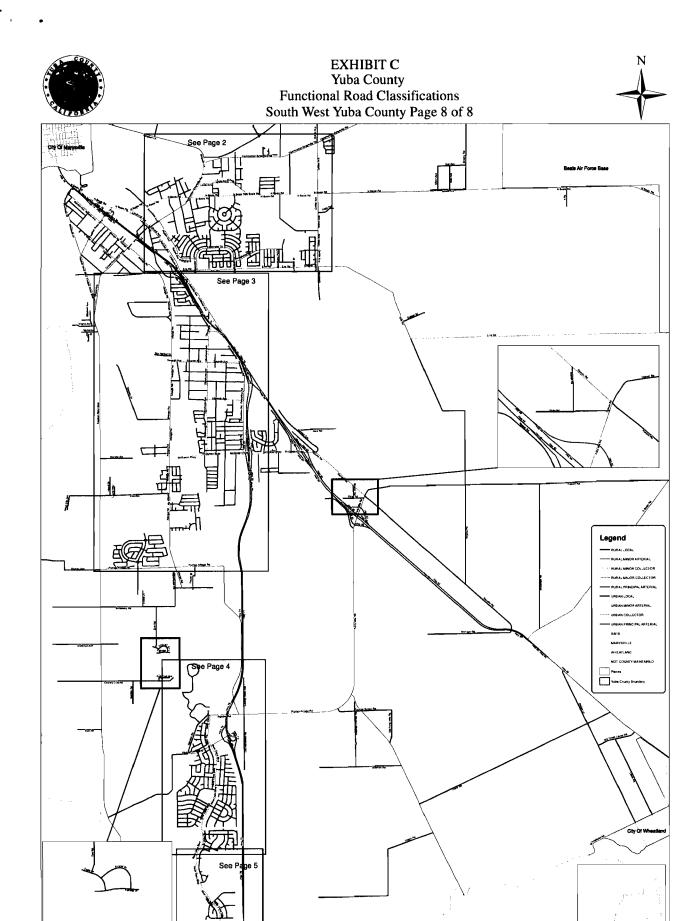




EXHIBIT C Yuba County Functional Road Classifications North East Yuba County area Page 7 of 8







The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434 915 8treet, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



BUILDING 749-5440 • Fax 749-

749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA 749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES 749-5460 • Fax 749-5464

> PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION 749-5430 • Fax 749-5434

March 25, 2014

TO:

YUBA COUNTY BOARD OF SUPERVISORS

FROM:

MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT:

Approval of Plans, Specifications and Estimate and Authorization for

Advertisement of Bids for Loma Rica Road Shoulder Widening and Overlay

Project Phase II

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending environmental approval, with a tentative bid opening date of April 22, 2014. Specifications are available for review at Public Works.

BACKGROUND:

Over the last several years, multiple improvement projects have been completed, or are in the process of being completed, along Loma Rica Road between Marysville Road and Fruitland Road. There is a remaining section of unimproved roadway between Los Verjeles Road and a point 900 feet south of Scott Grant Road. This project will entail improving this last segment of roadway by widening shoulders, extending or replacing culverts, improving drainage, overlay, and installing pavement markings and striping. The project will be funded with local funds.

DISCUSSION:

The work in general will consist of widening shoulders on Loma Rica Road between Los Verjeles Road and 900 feet south of Scott Grant Road, improving drainage, overlaying and striping. The engineer's estimate for the construction of the project is \$888,000. The project is expected to be completed by October 2014.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

The project will be funded by Trust 188 Road Impact Fees.

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDUKE

COUNTY ADMINISTRATIVE OFFICER DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN

EMERGENCY OPERATIONS MANAGER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan

Emergency Operations Manager

Re: Extend resolution declaring the existence of a local emergency in the County of Yuba

Date: March 25, 2014

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the continuation of the existence of a local emergency due to the ongoing lack of regional rainfall, declared by the Director of Emergency Services and ratified by your Board.

Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has within the County of Yuba. Your Board ratified said proclamation on February 25, 2014.

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board renew this declaration of a local emergency until the end of the incident period per (Govt. Code Section 8630 ©). This declaration of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this declaration of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

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OF THE COUNTY OF YUBA

IN REFERENCE TO:

THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION PROCLAIMING
THE EXISTENCE OF AN ONGOING
LOCAL DROUGHT EMERGENCY IN
THE COUNTY OF YUBA

RESOLUTION NO:

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

WHEREAS, the Yuba County Board of Supervisors did proclaim and ratify the existence of a local emergency in the County of Yuba on February 25th, 2014; and

WHEREAS, the Yuba County Board of Supervisors does hereby find that the aforesaid conditions of peril did warrant and necessitate the proclamation of the existence of a local emergency due to a statewide drought; and

NOW, THEREFORE, IT IS HEREBY	PROCLAIMED, that a local emergency
continues to exist in the County of Yuba and the	Board of Supervisors Proclamations through
this resolution of the existence of a Local Emerg	ency in the County of Yuba.
PASSED AND ADOPTED BY THE Board of S	Supervisors of the County of Yuba, State of
California, at the emergency meeting thereof on	the, day of 2014,
by the following vote:	
AYES:	
NOES:	
ABSENT:	
	John Nicoletti
	Chairman
ATTEST: DONNA SOTTLEYMEYER Clerk of the Board of Supervisors	
	APPROVED AS TO FORM Angil Morris-Jones COUNTY COUNSEL

The County of Yuba

RECEIVED

MAR 13 2614

Clerk/Board of Supervisors

Michael Kinnison, M.D., Interim Health Officer

Phone: (530) 749-6366

·NT

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901 Phone: (530) 749-6311 FAX: (530) 749-6281

TO:

Board of Supervisors

FROM:

Jennifer Vasquez, Interim Director

DATE:

March 25, 2014

SUBJECT:

Approve Appointment Extension of Interim Program Manager of Health &

Human Services Department

Recommendation:

Approve the recommendation to extend the temporary appointment of Tracy Bryan as the Interim Program Manager of the Employment Services Division in the Health and Human Services Department (HHSD) for an additional six months effective April 1, 2014.

Background/Discussion:

With the temporary appointment of the Employment Services Program Manager to Interim Director of HHSD in December and to ensure a smooth continuity of the Employment Services programs, the interim appointment of Ms. Bryan was effective January 1, 2014.

Under the provisions of the Merit Resolution #2012-21, Article Fifteen, Section 3 <u>Temporary Transfers</u>: The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer shall not exceed a period of 90 days unless a longer period is specifically authorized by the Board.

Committee Action:

This action has bypassed committee due to the time sensitivity of the extension.

Fiscal Impact:

This extension will not have a fiscal impact on the General Fund and is budgeted for within the HHSD FY 2013-14 budget.

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PROBATION

DEPARTMENT

MEMO

MEMORANDUM

To:

Board of Supervisors

From:

James L. Arnold, Chief

Yuba County Probation Department

Date:

March 25, 2014

Subject:

Adopt a Resolution authorizing the Yuba County Probation Department to

apply for, and enter into agreements with California Emergency

Management Agency, Sierra Health Foundation and First 5 Yuba for grants relating to the delivery of Victim and Program Services and

authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all

extensions and amendments.

Recommendation:

That the County Board of Supervisors approve a resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Emergency Management Agency (Cal EMA), Sierra Health Foundation and First 5 Yuba for grants relating to the delivery of Victim and/or Probation Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

Background:

The Yuba County Probation Department has successfully applied for, administered and executed all grant related documentation, programs and monies for the past nine years

through Cal EMA grant programs. The County Probation Department's, Victim and Program Services relies on approximately \$450,000 in Cal EMA grant funding to sustain the Victim Services Unit at the current staffing levels and programming. With the grant funds the County Probation Department will be able to maintain current services, maintain current staffing levels and potentially enhance the programs being offered to victims of violent crimes. The Department has successfully applied for and received funds through First 5 Yuba and intends to do so again to expand the Parent Child Interactive Therapy Center and Modify the Forensic Interview room to serve 0-5 children. These programs serve to further the department's values and beliefs and support the departmental mission.

Discussion:

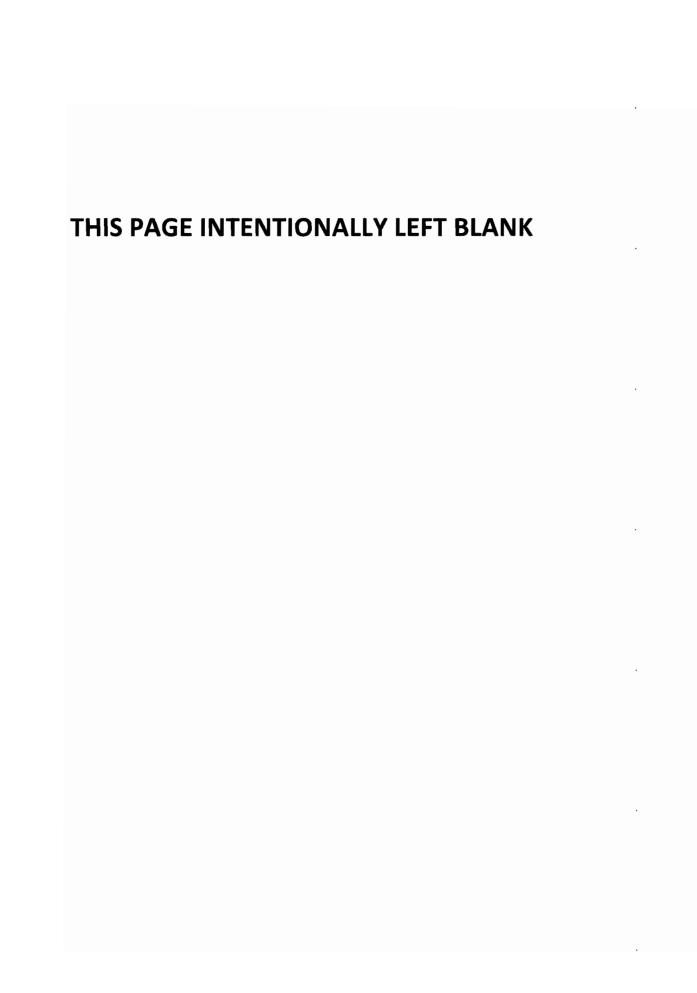
The funds will enable the Probation Department's, Victim and Program Services unit, within the County Probation Department, to continue to provide the same high level of comprehensive services to crime victims, the court, local law enforcement and the County Probation Department Clients.

Fiscal Impact:

No General Fund expenditures are included in this request. Funds will be allocated from Cal EMA, Sierra Health Foundation and First 5 Yuba if the grant application process is successful and will allow the County Probation Department to continue to operate a statewide model program for Crime Victims within Yuba County without impacting the general fund. Additionally, if the department is successful in any attempt for a competitive grant there could be potential general fund savings amounting to \$100,000-\$200,000 during the fiscal year.

Committee Action:

This matter was not heard by the Law and Justice Committee as no general fund dollars are being requested or expended.



BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

IN RE:			
RESOLUTION AUTHORIZING THE YUBA)]	RESOLUTION NO.:	
COUNTY PROBATION DEPARTMENT TO APPLY)		
FOR AND ENTER INTO AGREEMENTS WITH)		
THE CALIFORNIA EMERGENCY MANAGEMENT))		
AGENCY, SIERRA HEALTH FOUNDATION)		
AND FIRST FIVE YUBA FOR GRANTS)		
RELATING TO THE DELIVERY OF VICTIM AND)		
PROGRAM SERVICES.)		
)		

WHEREAS, the County of Yuba, Probation Department desires to continue to undertake multiple projects administered through the California Emergency Management Agency (hereinafter referred to as Cal EMA) and First Five Yuba (hereinafter referred to as First 5) funded through the Cal EMA and First 5 programs; and

WHEREAS, the County Probation Department has successfully applied for, received and administered Cal EMA and First 5 funds throughout the past eight years and plans to apply for, execute and successfully administer funds again through these administering agencies; and

WHEREAS, the County Probation Department has successfully met all the administrative, fiscal and programmatic reporting requirements of all CAL EMA and First 5 grants received for the past nine years; and

WHEREAS, the County Probation Department relies on these grant funds to meet the current staffing needs of the Victim and Program Services Unit to minimize the general fund impact providing these services could have.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the following:

1. The Chief Probation Officer to submit multiple applications for funding to Cal EMA, Sierra Health Foundation and First 5 to develop programs consistent with the mission of the County Probation Department;

- 2. That the Yuba County Probation Department is hereby named as the Implementing Agency, if grant is awarded;
- 3. That the Chief Probation Officer is hereby appointed to receive, administer and modify any and all Cal EMA, Sierra Health Foundation and First 5 funded grants;
- 4. That the Chief Probation Officer is hereby designated as the Project Director and pursuant to such designation, the Chief Probation Officer, or his designee is authorized to execute any and all documents, which includes but is not limited to the grant application and grant agreements including extensions and amendments thereof, that may arise from this application, any certificate of assurances, provided that the necessary prior review and approval of County Counsel are attained; and
- 5. The Chief Probation Officer is hereby authorized to accept the funds if a grant is awarded and to administer on behalf of the Board of Supervisors any funds awarded from any, and all Cal EMA, Sierra Health Foundation and First 5 grant award applications authorized herein;
- 6. That the County Administrative Officer is authorized to sign on behalf of the board any and all documents relating to the County Probation Departments application for, receipt of and execution therein of any and all Cal EMA, Sierra Health Foundation and First 5 grants, including, but not limited to any certificate of assurances and statements of program delivery in the Yuba County Enterprise Zone; and
- 7. The County Probation Department shall not utilize any federal funds to supplant expenditures controlled by either Cal EMA, Sierra Health Foundation or First 5; and
- 8. The County Probation Department agrees to provide all matching funds required by any Cal EMA, Sierra Health Foundation or First 5 grant for the specified project and agrees to abide by the statutes and regulations governing any federal and/or state grant program as well as the terms and conditions as set forth in the grant agreement.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba hereby agrees that any liability arising out of the performance of any Cal EMA, Sierra Health Foundation or First 5 grant administered through the County Probation Department, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.

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/	/	/	/	/	/	/	/

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby agrees that the grant funds received hereunder shall not be used to supplant expenditures by this body, nor be subject to local hiring and/or position allocation and/or reclassification freezes.

Yuba, State of California, on	by the following votes:
AYES:	
NOES:	
ABSENT:	
	Andy Vasquez, Board Chairman
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVIS	ORS
By:	
	APPROVED AS TO FORM ANGIL P. MORRIS-JONES YUBA COUNTY COUNSEL By:



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TO: Yuba County Board of Supervisors

FROM: Yuba County Youth and Adult Tobacco Education Coalition

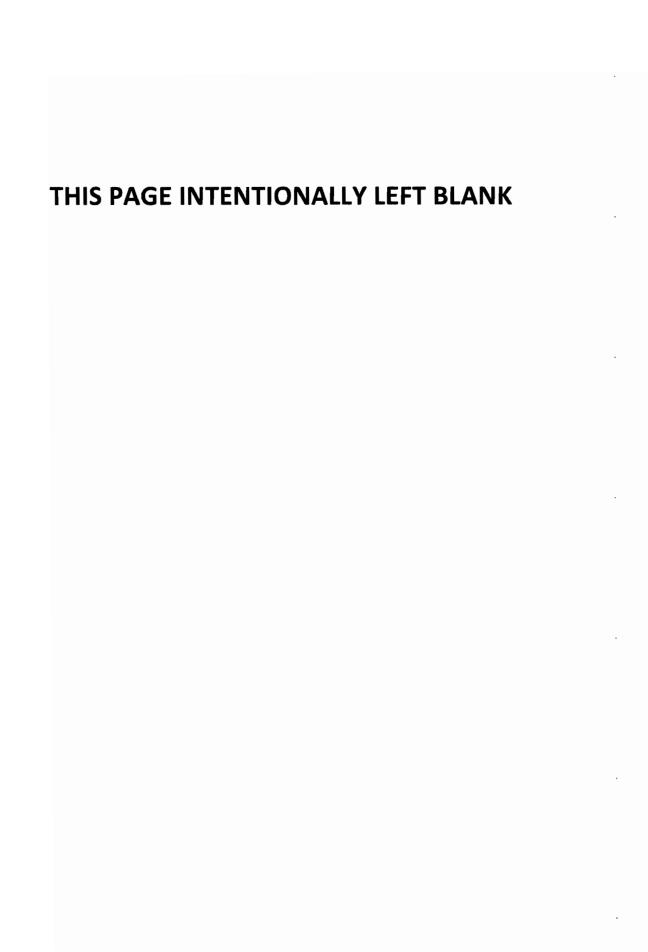
SUBJECT: Special Presentation to Promote Smoke Free Parks in Yuba County

DATE: February 4, 2014

The Yuba County Youth and Adult Tobacco Education Coalition is a group of individuals that promote smoke free environments through community activities. The Coalition consists of youth from Wheatland and Marysville as well as adult representatives from the Yuba County Tobacco Education Program, Yuba County Office of Education, Pathways, and the Substance Abuse Steering Coalition.

The Coalition respectfully requests that the Board of Supervisors consider posting signage to promote the smoke free ordinance that is already in place for Yuba County parks, park-like areas and recreational areas under the jurisdiction and control of Yuba County.

California Health & Safety Code Section 104350-104495 has protected tot lots and play areas in parks from secondhand smoke for the past five years. Over 90 California cities and counties have taken additional steps to reduce or eliminate secondhand smoke from outdoor venues through the adoption of ordinances making local parks smokefree. Eighty-six percent of Californians do not smoke, the majority of which have no desire to be subjected to secondhand smoke. Having smoke free parks, park-like areas and recreational areas will improve the health and wellness of Yuba County residents.



THE COUNTY OF YUBA BOARD OF SUPERVISORS

— PRÓCLAMATION

PROCLAIMING 2014 AS "THE YEAR OF THE CHILD"

WHEREAS, fifteen years ago, voters in California affirmed their support for a guaranteed revenue stream dedicated to the state's youngest children and passed Proposition 10, the California Children and Families Act; and

WHEREAS, the statewide program is now known as First 5 in reference due to the tremendous importance of the first five years of a child's life, when 90% of brain development occurs; and

WHEREAS, First 5 Commissions across the state are charged with responding to local needs and investing in local solutions to improve the lives of young children prenatal through age 5; and

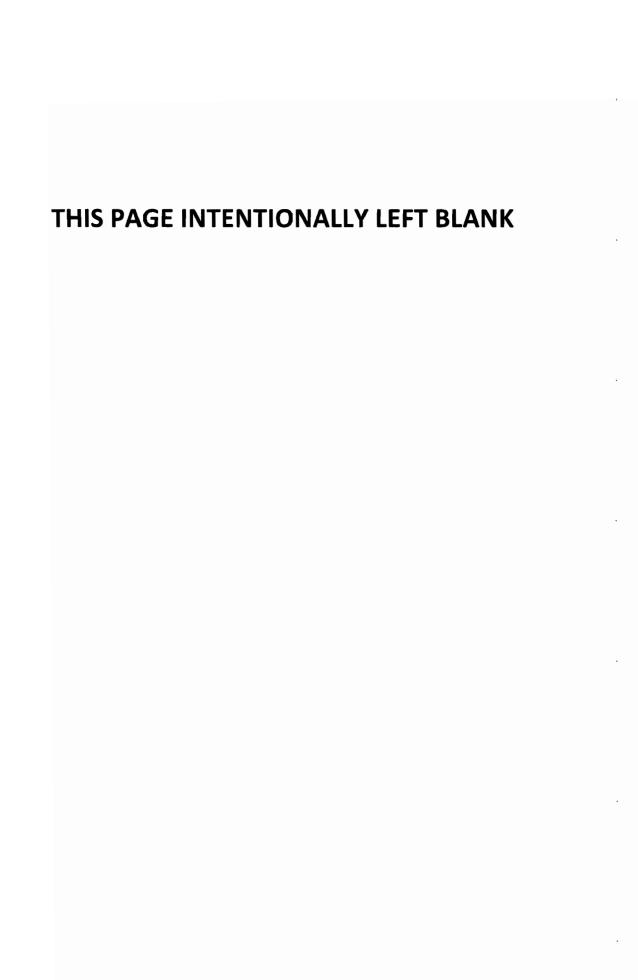
WHEREAS, the value of early childhood investments has been well-documented for individuals and for society in the form of better health outcomes, higher economic productivity, and reduced spending on foster care, special education, and crime; and

WHEREAS, over the last 15 years, First 5 Yuba has invested over 10 million to create effective and essential services that help Yuba County's youngest residents grow up healthy, nurtured, and ready for school. These investments have:

- Improved the quality of child care for children in Yuba County.
- Provided high-quality preschool for low-income children who otherwise would start kindergarten behind their peers.
- Established family support services in low-income communities to provide free parent education and child enrichment services for families annually.
- Supported home visiting services to help at-risk new parents care for their babies.
- ^o Ensured that local children's services providers are meeting the developmental needs of children affected by parental substance abuse, homelessness, or mental health problems.
- Created a system for child developmental screening, resulting in more children with development delays or autism being identified and treated as early as possible.
- Supported countywide partnerships to address issues such as universal preschool, family economic security, child obesity, and the effects of domestic violence on young children.
- Leveraged additional state and federal dollars for mental health, parent education, and provider education to increase local investment in early childhood services.

NOW THEREFORE, the Yuba County Board of Supervisors joins elected officials across the state, First 5 commissions, California State Preschools and Head Start programs and their many community partners in recognizing the critical importance of placing children at the core of our plans, at the heart of our purpose and at the top of every agenda as we proclaim 2014 as "The Year of the Child."

CLERK OF THE BOARD





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Administrative Services Memorandum

To: Board of Supervisors

CC: Robert Bendorf, County Administrator

From: Doug McCoy, Director, Administrative Services

Date: March 25, 2014

Re: County 4H Camp property in Dobbins

Recommendation

Recommend the Board adopt the resolution to authorize and approve a leasehold interest in the County 4H Camp property to Environmental Alternatives of Jackson, CA; to grant an exemption to Chapter 8.76 of the Ordinance Code as listed in the Operations and Maintenance Agreement attached as Exhibit 'A;' and authorize Chair to execute the Agreement.

Background

Last August, the Board released the Yuba County Office of Education from its Agreement with the County to operate the 4H Camp in Dobbins effective October 1, 2013. As part of that action the Board directed Administrative Services to conduct a Request for Proposal to find a new operator for the Camp.

In December of 2013, an RFP was released. A fairly extensive outreach campaign was conducted by Purchasing to maximize the exposure to this request. Notifications were sent to many of the non-profits in the area, most of the church organizations, and others.

Environmental Alternatives (EA), a California non-profit Foster Family Agency, and the organization that operates the Lake Francis campground, was the leading respondent.

Discussion

EA proposed a program focused on 'family-centered' activities for families and individuals. They envision an assortment of program that focus on a wide variety of outdoor education such as fire safety, outdoor cooking, rope work, hiking and biking, and so on. Their experience with operating an organized camp seemed to be a solid fit with the County's intentions for the use of the Camp.

In the attached agreement, with the Board's approval the County proposes to waive certain portions of the County's Parks and Recreation Ordinance Code Chapter 8.76 as a way to facilitate the camping experience. Proposed sections to be waived include:

Yuba County Administrative Services 749-7880

- The ordinance requires camps operate only during daytime hours. The agreement proposes to let the operator set the hours and to allow overnight camping.
- Glass containers are currently prohibited; this agreement will allow them
- Under the code the Board is allowed to waive the restriction on the use of bows & arrows or pneumatic rifles (with supervision); the agreement would allow these to be used.
- The code restricts the sale of packaged snacks, drinks, and general merchandise; the agreement would allow these to be sold to campers.
- The code also allows the Board to authorize the consumption of alcoholic beverages. This
 agreement would allow consumption within the confines of the law.

Other terms to note: this five year agreement provides for Environmental Alternatives to use the Camp rent free, but requires them to provide all care and maintenance of the Camp and for such maintenance to be funded through camp fees. The only cost to the County shall be when the Board chooses to authorize funds from the County's Timber Harvest Fund to support capital improvements to the Camp.

It also preserves the right of Yuba Sutter 4H, the Tri-County Women, and the County to use the Camp on a scheduled basis.

Committee Impact

The Public Facilities Committee has endorsed this resolution for approval.

Fiscal Impact

There is no impact to the General Fund from this action.

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

A RESOLUTION AUTHORIZING AND) RESOLUTION NO
APPROVING THE CONVEYANCE OF)
A LEASEHOLD INTEREST IN THE)
COUNTY'S 4H CAMP PROPERTY IN)
DOBBINS TO ENVIRONMENTAL)
ALTERNATIVES AND GRANTING)
EXEMPTIONS TO CHAPTER 8.76 OF)
THE ORDINANCE CODE AS LISTED)
IN OPERATIONS AND MAINTENANCE)
AGREEMENTS ATTACHED HERE TO)
AS 'EXHIBIT A.')

WHEREAS, the county is the owner of certain real property situated in the County of Yuba, State of California, commonly known as the 4H Camp in Dobbins and more specifically described in the attached Exhibit 'A'; and

WHEREAS, the park is devoted to and held for the primary use of education of the youth and families of our community and thus the County is empowered under the provisions of California Government Code 25536 to enter into a management and operations agreement involving all or a portion of said property; and

WHEREAS, the County has recently completed a Request for Proposal process for a camp operator and has identified Environmental Alternatives as the best respondent; and

WHEREAS, the County desires to enhance the park and make it available for the greatest public benefit, and believes that granting certain exemptions to Chapter 8.76 of the ordinance code supports that goal; and

WHEREAS, Environmental Alternatives has exhibited excellent experience in their management of the Camp at Lake Francis in Yuba County; and

WHEREAS, the skills and expertise of Environmental Alternatives management of the Camp property will further the purpose of enhancing the Camp and making it available to the families and general public of Yuba County and our surrounding region.

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors, after reading and considering the Operations and Maintenance agreement for the Yuba County 4H Camp property attached hereto marked as 'Exhibit A' hereby authorizes and approves the conveyance of the leasehold interest in the 4H Camp property to Environmental Alternatives upon the terms and conditions, including the exemptions to the requirements of Chapter 8.76 of the ordinance code as outlined herein, and specified in 'Exhibit A,' attached hereto and incorporated herein by reference. PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2014 by the following vote: **AYES:** NOES: ABSENT: ABSTAIN: John Nicoletti Chair ATTEST: **DONNA STOTTLEMEYER** CLERK OF THE BOARD OF SUPERVISORS ANGIL P. MORRIS-JONES YUBA COUNTY COUNSEL APPROVED AS TO FORM:

Operations and Maintenance Agreement For the Yuba County 4H Camp Property

This operations and maintenance agreement (hereinafter referred to as "agreement") is made a	and
entered into by and between the County of Yuba, a political subdivision of the State of California	rnia
(and hereinafter referred to as "County") and Environmental Alternatives (hereinafter referred	d to
as "Operator"), this day of, 2014.	

WHEREAS, the County is the owner of all that certain real property situated in the County of Yuba, State of California, commonly known as the 4H Camp in Dobbins and more specifically described as follows:

The EAST ONE HALF of the SOUTHWEST ONE QUARTER of the NORTHWEST ONE QUARTER of the SOUTHWEST ONE QUARTER OF Section 26, Township 18 North. Range 7 East M.D.B.& M., and the WEST ONE HALF of the SOUTHEAST ONE QUARTER of the NORTHWEST ONE QUARTER of the SOUTHWEST ONE QUARTER of Section 26, Township 18 North, Range 7 East M.D.B.& M.

- Also knows as A.P.N. 064-260-005
- 15356 Oregon Hill Road, Challenge, CA

Also excepting from the above mentioned parcels any easements of record, utilities, and timber harvest rights and agreements that may exist through usage.

WHEREAS, said park property is devoted to and held for the ultimate use for park, recreation, and educational purposes and thus, County is empowered under the provisions of Section 25536 of California Government Code to enter into management and operation agreements involving all or a portion of said property without complying with the provisions of Title 3, Division 2, Part 1, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS the County desires to enhance the park and make it available for the greatest public benefit; and

WHEREAS the Operator management of the park property will further the purpose of enhancing the park and making it available for the benefit of the youth and general public of the County.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The County hereby conveys a leasehold interest in the above referenced property and agrees to grant a concession to the Operator, upon the terms and conditions for the consideration herein specified, to manage and operate said park property herein described. The Operator agree to operate and manage park property and to comply with all terms conditions, and covenants herein

stated, and to provide the maximum educational benefit for the youth and general public of Yuba County under these terms herein described.

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

County and Operator hereby certify that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and the Operator agrees to use the park property consistent therewith.

The agreement is further subject to the provisions of Chapter 8.76 of Title VIII of the Yuba County Ordinance Code which governs use of the 4H Camp property; and Operator warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.76.

The County hereby certifies the following exemptions to Section 8.76 of Yuba County Ordinance Code:

- (1) The County grants an exemption to section 8.76.030 Hours, which limits camp utilization to daylight hours only in order to allow the Operator to set the times of Camp activity and occupancy.
- (2) The County also waives section 8.76.050(f) which prohibits overnight camping.
- (3) The County also waives the ban on any glass containers on the premises to allow appropriate food stuffs to be transported and utilized in the camp kitchen.
- (4) The County also waives the usual fees for county services that are for the purpose of maintaining or additions to the camp and its facilities.
- (5) The Board of Supervisors shall authorize the use of bows & arrows and pneumatic guns as allowed under item 8.76.050(5) and 8.76.050(7).
- (6) The Board shall approve and authorize the sale of packaged snacks, drinks, and general merchandise to campers as authorized under item 8.76.050(18).
- (7) Ordinance Code 8.76.090 allows the Board of Supervisors to approve and authorize the operator to allow the consumption of alcoholic beverages onsite. Operator will ensure that an ABC permit is obtained whenever required by law.

2. TERM

The term of this Agreement shall continue in effect from the date hereinabove written for a period of five (5) years. County grants to Operator an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, in increments of five-year periods. In the event the Operator desires to exercise the option to renew herein, it shall be automatically extended, unless there is a breach of this contract or by direction of the Board of Supervisors to

not renew. Either party may notify the other in writing, by Certified or Registered mail, at least 90 days prior to the expiration of the term of their desire to amend or terminate the agreement.

3. CONSIDERATION

- 1) The County hereby agrees to lease the camp property to the Operator free of rent with the understanding the Operator will operate the camp as a self-sustaining operation with the limited funding exceptions from the County and other sources noted in this agreement.
- 2) It is the intent of this agreement to make the camp available primarily for educational opportunities for the youth of our community; the Operator may, at their option, also rent the camp to other organizations in a manner so as not to interfere with this intent.
- 3) County hereby authorizes Operator to collect reasonable camp rental fees from any organization desiring admittance to the camp Property. Operator shall use fee receipts for operation and maintenance expenses as well as for improvements to property and as compensation for providing the services hereinabove described.
 - a) An agreement between the County and Applied Forest Management (AFM) allows AFM to harvest timber on the County's 4H Camp property when market conditions make it advantageous to both parties. The decision on when to harvest the timber lies with CHY Company and with the County's prior knowledge. Proceeds from the sale of harvested timber are placed in a 'Board Special' account and are earmarked only for capital improvement to the Camp. These funds are allocated by the Board of Supervisors.
 - b) Operator must obtain prior approval from Board of Supervisors for any long term leases/rentals (defined as 4 weeks or longer in length) that are not the Operator or the 4H organization or function.
 - c) If at any time receipts from camp rentals and/or usage fees exceed the operational expenses of the camp on an annual basis (operational profit), the funds are primarily intended to be reinvested into the camp; either as operating expense or as capital investment for property development but may also be as a secondary benefit back to the operator's parent organization.
- 4) The Operator and its management shall have full authority to operate, manage, and maintain the camp as they see appropriate within the parameters of this agreement.
 - a) Operator may contract the management and operation of the camp to an outside agency or organization only with the prior, express written approval of the Board of Supervisors.
- 5) Operator is free to seek and apply for any appropriate grant funding to support camp operation and/or camp programming without input / approval from the County so long as the grant terms do not encumber the County for potential payback of the funds.
- 6) Operator shall prepare a camp budget and operations plan for the upcoming year, an operational review for the prior year and share it with the Yuba County Board of Supervisors annually after the first of the year. Operator shall demonstrate management and financial ability to manage and operate the camp to the satisfaction of the Board of Supervisors in conjunction with this annual report.

- a) Requests for utilization of timber harvest proceeds shall be made at this time. If an unanticipated need for use of the timber harvest proceeds occurs during the year, a request to the Board of Supervisor may be made at another time; the County's preference is that this request be made in conjunction with the annual report.
- b) A bi-annual operational review will also be presented to the Board and coordinated between Operator and the County's Administrative Services department. The frequency of these presentations can be amended by Board direction.
- 7) The Operator will maintain in as good or better condition, excluding normal wear and tear all facilities in the park in the same conditions as they are on the date of this contract. The Operator agrees to consult with County before any major reconstruction or remodeling of established camp property, buildings, or other structures. The County shall remain sole owner of any capital improvements at the camp.
 - a) The Operator is free to use whichever contractors or services groups they wish to facilitate camp maintenance and upkeep under their established procurement rules and ordinances.
 - b) Prior to construction of any new facilities or significant improvements on the camp property, Operator shall notify and seek the appropriate permission from the County Board of Supervisors or their designee. Operator shall also seek appropriate land use permit from the County Community Development Agency and shall also obtain any other permits required by any local, state or federal government, including but not limited to Yuba County Public Works Department, Yuba County Environmental Health Department, State Reclamation Board, Feather River Air Quality Management District, and California Department of Fish and Game. County fees shall be waived for all County permits and inspections.
- 8) Operator shall comply with established building codes as required for its location.
- 9) Operator is free to determine the programs it wishes to provide at the Camp.
- 10) As this property remains under the ownership of Yuba County and remains a County facility, the Yuba County Board of Supervisors shall name the County's Administrative Services Department as their liaison designee to act on their behalf to serve as a primary contact point for the Operator in regards to questions and/or requests of the Board for any camp related issue;
 - a) Any interactions with the Board of Supervisors shall be coordinated with the Department of Administrative Services; and shall go to the Board jointly. If for any reason Administrative Services is not available, the County Administrator's Office will serve as the substitute.
 - b) This Liaison will coordinate with the Operator to conduct a bi-annual operational review of camp activity, progress, and utilization for presentation to the Board of Supervisors; as well as the annual budget review highlighted in Provision 6.
- 11) Operator shall maintain the property in such a way as to minimize any potential fire hazards including maintaining a plant / debris free perimeter space around every building,

- 12) Operator shall, prior to renting the camp to any third party shall obtain a proof of liability insurance (per Section 5 Insurance) or a Waiver of All Liability form; either of which shall release both Operator and County from any liability for any personal injury or property damage which may occur while on the premises. Such release of liability form shall be approved by the Operator, the Yuba County Office of the County Counsel, and County Risk Management prior to allowing said party access to the camp property.
- 13) Operator shall develop policies and procedures for all camp users which shall include at a minimum:
 - a) A requirement for the proper supervision of campers due to fire risk in the area.
 - b) Proper campfire procedures
 - c) Swimming pool rules
 - d) Overall safety procedures in accordance with American Camp Association rules.
- 14) All scheduling / reservations for camp will be managed and approved by the Operator.
 - a) As part of this agreement, both parties agree to make every effort to allow the following three organizations to have access to the camp on an annual basis:
 - i) The Yuba-Sutter 4H Organization will be allowed to use the camp for one week each year.
 - ii) The Tri-County Women's group will be allowed to continue to use the camp for one week each year.
 - iii) The County will be allowed to use the camp for up to 4 days per year to be scheduled with prior approval of the Operator. Both parties agree these days will NOT fall during 'peak season; (i.e., between Memorial Day and Labor Day).
- 15) Annual Camp operation requires the following;
 - Well water shall be tested according to rules and regulations of Yuba County Environmental Health. Additionally, kitchen and living quarters shall be inspected by Environmental Health. Bedding and housing areas shall be disinfected annually or more often as needed.
 - ii) Notification should be made to the California Department of Forestry fire tower at the beginning of the camping season that camp is open, and additionally when camp will be occupied and camp fires may be used.
 - iii) Fire extinguishers shall be inspected annually, or as additionally required by law. Any repairs or replacements shall be made promptly by Operator.
 - iv) Kitchen ansul/fire suppression system shall be inspected annually, or as additionally required by law. Any repairs or replacements shall be made promptly by Operator.
 - v) The swimming pool must be tested and permitted at the beginning of the season by Yuba County Environmental Health. Throughout the swimming season the camp operator (Operator) is responsible for monitoring and testing pool water according the State and Local codes.

- vi) Operator will be responsible for disposal of any trash accumulated, and see that it is properly hauled away on a regular basis.
- vii) The County will assist the Operator with its knowledge of opening and closing procedures for annual camp operation at no cost to the Operator, for the first full year of operation by the Operator. The County shall provide written copies of its notes on opening and closing procedures, and vendors currently used.
- viii) All State & Local codes, laws and regulations that apply in any way to the operation of this camp must be followed. The Operator is responsible for understanding and following all such regulations. In those areas where Operator is exempt from laws, codes and regulations they will be permitted.
- 16) The County supports the concept of a caretaker on the property, but cannot provide a person nor provide any management of this person in any way.

4. UTILITIES

The Operator agrees to install and maintain all utility connections and service at the property for regular camp operation. All utilities shall be kept current. Utilities shall be transferred to Operator within 30 days of the execution of this agreement.

5. INSURANCE See Attachment "A" attached

6. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by Operator shall become the sole and exclusive property of County on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Operator and are permitted only with the prior written consent and approval by the County of plans and specifications submitted by Operator. No allowance or credit will be granted by County for Operator costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

Operator shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

7. MAINTENANCE

Operator shall maintain all property situated on the camp property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, Operator shall surrender the premises in good and sanitary condition, excepting reasonable wear and tear.

8. REPAIRS

Operator shall keep the camp property and improvements in a good state of repair, at Operator's expense. Major structural repairs or replacements shall be done by the Operator; however, County retains the right to approve major structural repairs or replacements prior to their construction or installation. Requests to use timber harvest moneys for this purpose will be presented to the Board of Supervisors and considered an appropriate request.

As stated under Consideration; item #6; there is capital funding available resulting from timber sales that may be used for capital improvement to the camp property. This funding is accessible through and by vote of the Yuba County Board of Supervisors. All improvements using this fund shall be the sole property of the County.

9. USE OF PREMISES

The camp property shall be used, occupied and conducted exclusively as and for public educational purposes and recreational events. Operator agree not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by County, the public, or other occupants or to create a nuisance thereon.

10. INSPECTION

County shall have the right to inspect the camp property at any reasonable time. In the event of fire or other imminent catastrophe, County or its agents shall have the right to force entry at any time.

11. DEFAULT

If Operator fails or neglects to perform, meet or observe any of Operator' obligations under this Agreement and such failure or neglect continues for a period of thirty (30) days after written notice thereof, County may, at any time thereafter without further notice or demand, take any or several remedies to gain compliance up to and including termination of this agreement.

Operator shall not be held to have failed to comply with obligations imposed upon it by or under this Agreement if Operator has not complied with that obligation by reason of circumstances beyond its control (Force Majeure), such as fire, flood, explosion, accident, emergency, riot or war, or other major accidents or circumstances of a similar nature. Operator may temporarily interrupt for a reasonable amount of time the rendering of any service at the camp property when necessary to make repairs of facilities damaged by such circumstances.

An Event of Default under this Agreement shall include, but is not limited to, the following:

(a) If Operator fails within thirty days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Agreement;

(b) If Operator vacates, abandons, or surrenders the camp property prior to the end of the Term.

12. AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

The legal 'relationship' between the County and the Operator shall be governed by the following:

- (a) Operator shall determine the method, details and means of performing camp services to be provided by Operator as described in this Agreement.
- (b) Operator shall be responsible to the County for the requirements and results specified by this Agreement and shall not be subject to the County's control with respect to the means, method, physical actions or activities of Operator in fulfillment of the services to be provided by Operator.
- (c) Operator shall not have the authority, express or implied, to act on behalf of, bind or obligate the County or any of County's departments, agents, or employees in any way without the written consent of the County.

13. POSSESSORY INTEREST

Parties to this Agreement recognize that certain rights to property may create a possessory interest as those words are used in the California Revenue and Taxation Code. For all purposes of compliance by County with the provisions of the California Revenue and Taxation Code, §107.6, this recital shall be deemed full compliance by the County of Yuba. Any exemptions from taxation shall be recognized by the County.

14. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of County. Any attempted assignment in violation of this paragraph is void and may be considered a breach of this agreement. The use of a subcontractor or assignee shall not relieve Operator of any of its obligations under this Agreement and Operator shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

15. HOLD HARMLESS

Operator and County shall defend, indemnify, and hold harmless each other, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of the other party.

16. CONDEMNATION

In the event of the taking of either the whole or part of the camp property by any public authority or entity under eminent domain, or similar statutes, the County, at County's election, may terminate this Agreement forthwith, and Operator shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

17. TERMINATION

Should the County, in its sole discretion determine that Operator has failed, refused or neglected to perform any of the terms and conditions of this Agreement, the County, after thirty (30) days written notice as hereinafter provided, may take possession of the camp property without process of law and remove the property of Operator. If during the 30 day period, the Operator makes a good faith effort to resolve the cause for potential termination, or if weather or unusual conditions prevent performance of said conditions, an extension of time may be granted.

If either party desires to terminate this agreement without cause, each party must be notified in writing 180 days prior to termination of agreement.

18. NON-DISCRIMINATION

Throughout the duration of this Agreement, Operator shall not unlawfully discriminate against any employee of the Operator or of the County or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Operator shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination.

Operator shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Operator shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Operator shall give written notice of its obligations under this clause in any labor agreement. Operator shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

19. REHABILITATION ACT OF 1973 / AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, Operator agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled

persons, in all programs or activities, as to employees, members of the public, or recipients of services.

20. WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

21. COMPLETENESS OF INSTRUMENT

This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

2 2 . SUPERSEDES PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

23. MODIFICATION

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement; and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. PARTIAL INVALIDITY

If any term, covenant, phrase, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

26. JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

27. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

28. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

29. CONFLICT OF INTEREST

Neither an employee of County whose position with the County enables such employee to influence the award of this Agreement or any competing agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by Operator herein, or have any other direct or indirect financial interest in this Agreement.

30. NOTICES

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Director Administrative Services Department County of Yuba Suite 119 915 Eighth Street Marysville, California 95901 With a copy to:

County Counsel County of Yuba Suite 111 915 Eighth Street Marysville, CA 95901

If to "Operator":

Environmental Alternatives Attn: Tim Wilkinson 756 East Ave. Chico, California 95926

31. NO PRESUMPTIVE CONSTRUCTION

The parties acknowledge that this Agreement is the product of negotiation and no interference is to be drawn in favor of or against any party regarding any patent or latent ambiguity or for any other reason whatsoever.

IN WITNESS WHEREOF, the parties h	ereto have executed this Agreement on this date:
COUNTY OF YUBA	OPERATOR
By:	By: In Wall
John Nicoletti	Name: TIM WILKINSON
Chairman, Board of Supervisors	Name: TIM WILKINSON Title: Exec. Director
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERV	TISORS
APPROVED AS TO RISK	APPROVED AS TO FORM
by RISK MANAGER .	by COUNTY COUNSEL
marken relesse	mulacik
Martha Wilson	Angil Morris-Jones
Director, HR / Risk Management	County Counsel

ATTACHMENT A

INSURANCE REQUIREMENTS

E. INSURANCE. PROVIDER shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the PROVIDER, his agents, representatives, employees or SUBPROVIDERS. If PROVIDER fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to PROVIDER.

E.1 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- 2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- 3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

E.2 MINIMUM LIMITS OF INSURANCE. PROVIDER shall maintain limits no less than:

General Liability: (including operations, products and completed operations.) Aggregate	\$3,000,000 \$5,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.	
Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.	
Workers' Compensation:	As required by the State of California.		
Employer's Liability:	\$1,000,000	each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.	

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

E.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the PROVIDER shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- **E.4 OTHER INSURANCE PROVISIONS.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the PROVIDER; and with respect to liability arising out of work or operations performed by or on behalf of the PROVIDER including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the PROVIDER'S insurance policy, or as a separate owner's policy.
 - b. For any claims related to this project, the PROVIDER'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the PROVIDER'S insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.
- **E.5 WAIVER OF SUBROGATION.** PROVIDER hereby agrees to waive subrogation which any insurer of PROVIDER may acquire from PROVIDER by virtue of the payment of any loss. PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the PROVIDER, its employees, agents and SUBPROVIDERS.

- **E.6 ACCEPTIBILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best's rating if no less then A:VII unless otherwise acceptable to the COUNTY.
- **E.7 VERIFICATION OF COVERAGE.** PROVIDER shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- **E.8 SUBPROVIDERS.** PROVIDER shall require and verify that all SUBPROVIDERS maintain insurance meeting all the requirements stated herein.

OFFICE OF YUBA COUNTY COUNSEL



AMENDED MEMORANDUM

DATE: MARCH 25, 2014

To: Yuba County Board of Supervisors

FROM: ANGIL P. MORRIS-JONES, COUNTY COUNSEL

BOBBIE ROSS TODD, DEPUTY COUNTY COUNSEL

SUBJECT: FELLOWSHIP OF FRIENDS REQUEST FOR TAX REFUNDS BASED ON RELIGIOUS

AND WELFARE PROPERTY TAX EXEMPTIONS

Claimant's Request:

For a refund of property taxes (secured and unsecured) paid for fiscal years 2009- 2010(partial), 2010-2011, 2011-2012, 2012-2013 and 2013- 2014, pursuant to Revenue and Taxation Code §§5096, 5097, 5140 and 5141.

Recommended Action:

Deny all the Claims for Refund of Property Taxes of Fellowship of Friends, Inc. ("the Fellowship") as the stated basis of their application is that they are entitled to the religious and welfare exemptions which are a matter beyond the Board's jurisdiction as reflected in Property Tax Rule 302(b).

Additionally, with the exception of tax year 2010-2011, the Assessor has not taken any action as it relates to their claims for the religious and/or welfare exemptions. As to date, the Fellowship has failed to comply with the provisions of the Yuba County Code relating to their Conditional Use Permit. The Assessor has given them written notice that they must comply before he can consider any claim for exemption.

The former Assessor, David Brown did deny the Fellowship of Friends a religious and/or welfare exemption for the tax years 2006-2010. Included within said tax years was the 2010-2011 tax year which is part of the request before the Board. Therefore, formal action has been taken denying a religious and/or welfare exemption for the tax year 2010-2011 by former Assessor David Brown.

It should be noted that exemptions are not grounds for refund of taxes under Revenue and Taxation Code sections 5096, 5097, 5140 and 5141 which are the sections cited by the Fellowship's attorney in her correspondence.

Board Exemption Memo March 25, 2014 Page 2 of 3

Finally, with regard to a claim for tax year 2009-2010, same has been before you and was denied by you on October 11, 2011.

Discussion:

The Fellowship has submitted requests for property tax refunds for the above years based on the religious and/or welfare exemptions. The County Assessor's office has informed the Fellowship that no action will be taken on their requests for the religious and welfare exemptions until the Fellowship has brought its use in line with that of the sought exemptions. The Fellowship's property is currently under a Conditional Use Permit wherein the Fellowship sought to operate as a museum. The Assessor has asked the Fellowship to change this in order for a decision on exemptions to be made.

On February 24, 2014 the Fellowship's attorney submitted a letter to the Board of Supervisors requesting that the Fellowship receive refunds of their property taxes based on the religious and welfare exemptions. While not explicitly stated in the letter, it appeared as though their counsel seemed to be suggesting that the Religious Land Use and Institutionalized Persons Act (RLUIPA), Pub.L. 106–274, codified as 42 U.S.C. § 2000cc *et seq.*, applied to the Fellowship's claims.

RLUIPA is a federal law that, among other things, seeks to protect the land use rights of religious institutions and individuals and allow them to use their property for religious purposes. But, RLUIPA is inapplicable in the instant case as in order for the County to run afoul of that statute, it would have to be shown that the County had imposed a "substantial burden" on religious exercise, and case law is clear that requiring a religious institution to comply with a neutral Conditional Use Permit provision is not a violation of RLUIPA. (See, e.g., *County of Los Angeles v. Sahag-Mesrob Armenian Christian School* (2010) 188 Cal.App.4th 851.).

In addition, under California Revenue and Taxation Code section 259.5, a claim for the welfare exemption "shall show that the *property use requirements entitling the property to the exemption are met*, and that the claimant has a valid organizational clearance certificate issued pursuant to Section 254.6." (Cal. Rev. & Tax Code § 259.5 (emphasis added).) And, the religious exemption applies to property "*used exclusively for religious purposes*" such as "religious worship, preschool purposes, nursery school purposes, kindergarten purposes, school purposes of less than collegiate grade, or for purposes of both schools of collegiate grade and schools less than collegiate grade." (Cal. Rev. & Tax Code § 207 (emphasis added).)

As stated above, with the exception of 2010-2011, the County Assessor has not outright denied Fellowship of Friends claims for refund, but has refused to act on them pending the resolution of the Conditional Use Permit issues. As such, the Board should deny the Fellowship's claims as jurisdiction is lacking. Copies of the Assessor's letter to the Fellowship and the Clerk of the Board's letter informing the Fellowship of the previous denial of their 2009-2010 claim are attached hereto for your reference as Exhibits "A" and "B" respectively.

Board Exemption Memo March 25, 2014 Page 3 of 3

Additionally, as previously stated, formal action was taken denying a religious and/or welfare exemption for the tax year 2010-2011 by former Assessor David Brown. An Assessor's Field Inspection Report dated April 11, 2011 found that the Fellowship's use of their property did not met the requirements for a Welfare Exemption. More specifically, they were denied the exemption because it was the Assessor's determination that the property was not used exclusively for religious or charitable purposes within the meaning of section 214 of the Revenue and Taxation Code.

Finally, none of the sections quoted in the letter submitted by the Fellowship's attorney are applicable because Revenue and Taxation Code sections 5096, 5097, 5140 and 5141 do not address exemptions.

OFFICE OF YUBA COUNTY COUNSEL



ATTORNEY-CLIENT PRIVILEGE MEMORANDUM

DATE: MARCH 25, 2014

To: YUBA COUNTY BOARD OF SUPERVISORS

FROM: ANGIL P. MORRIS-JONES, COUNTY COUNSEL

BOBBIE ROSS TODD, DEPUTY COUNTY COUNS

SUBJECT: FELLOWSHIP OF FRIENDS REQUEST FOR TAX REFUNDS BASED ON RELIGIOUS

AND WELFARE PROPERTY TAX EXEMPTIONS

Claimant's Request:

For a refund of property taxes (secured and unsecured) paid for fiscal years 2009- 2010(partial), 2010-2011, 2011-2012, 2012-2013 and 2013- 2014, pursuant to Revenue and Taxation Code §§5096, 5097, 5140 and 5141.

Recommended Action:

Deny all the Claims for Refund of Property Taxes of Fellowship of Friends, Inc. ("the Fellowship") as the stated basis of their application is that they are entitled to the religious and welfare exemptions which are a matter beyond the Board's jurisdiction as reflected in Property Tax Rule 302(b).

Additionally, the Assessor has not taken any action as it relates to their claims for religious and/or welfare exemption. As to date, they have failed to comply with the provisions of the Yuba County Code as it relates to their Conditional Use Permit. The Assessor has given them written notice that they must comply before he can consider any claim for exemption.

It should be noted that exemptions are not grounds for refund of taxes under Revenue and Taxation Code sections 5096, 5097, 5140 and 5141 which are the sections cited by the Fellowship's attorney in her correspondence.

Finally, with regard to a claim for tax year 2009- 2010 same has been before you and denied on October 11, 2011.

Discussion:

The Fellowship has submitted requests for property tax refunds for the above years based on the religious and/or welfare exemptions. The County Assessor's office has informed the Fellowship that no

Board Exemption Memo March 25, 2014 Page 2

action will be taken on their requests for the religious and welfare exemptions until the Fellowship has brought its use in line with that of the sought exemptions. The Fellowship's property is currently under a Conditional Use Permit wherein the Fellowship sought to operate as a museum. The Assessor has asked the Fellowship to change this in order for a decision on their exemption to be made.

On February 24, 2014 the Fellowship's attorney submitted a letter to the Board of Supervisors requesting that the Fellowship receive refunds of their property taxes based on the religious and welfare exemptions. While not explicitly stated in the letter, it appeared as though their counsel seemed to be suggesting that the Religious Land Use and Institutionalized Persons Act (RLUIPA), Pub.L. 106–274, codified as 42 U.S.C. § 2000cc *et seq.*, applied to the Fellowship's claims.

RLUIPA is a federal law that, among other things, seeks to protect the land use rights of religious institutions and individuals and allow them to use their property for religious purposes. But, RLUIPA is inapplicable in the instant case as in order for the County to run afoul of that statute, it would have to be shown that the County had imposed a "substantial burden" on religious exercise, and case law is clear that requiring a religious institution to comply with a neutral Conditional Use Permit requirement is not a violation of RLUIPA. (See, e.g., County of Los Angeles v. Sahag-Mesrob Armenian Christian School (2010) 188 Cal.App.4th 851.).

In addition, under California Revenue and Taxation Code section 259.5, a claim for the welfare exemption "shall show that the *property use requirements entitling the property to the exemption are met*, and that the claimant has a valid organizational clearance certificate issued pursuant to Section 254.6." (Cal. Rev. & Tax Code § 259.5 (emphasis added).) Also, the religious exemption applies to property "used exclusively for religious purposes" such as "religious worship, preschool purposes, nursery school purposes, kindergarten purposes, school purposes of less than collegiate grade, or for purposes of both schools of collegiate grade and schools less than collegiate grade." (Cal. Rev. & Tax Code § 207 (emphasis added).)

As stated above, the County Assessor has not outright denied Fellowship of Friends claims for refund, but has refused to act on them pending the resolution of the conditional use permit issues. As such, the Board should deny the Fellowship's claims as jurisdiction is lacking. Copies of the Assessor's letter to the Fellowship and the Clerk of the Board's letter informing the Fellowship of the previous denial of their 2009-2010 claim are attached hereto for your reference as Exhibits "A" and "B" respectively.

Finally, none of the sections quoted in the letter submitted by the Fellowship's attorney are applicable because Revenue and Taxation Code sections 5096, 5097, 5140 and 5141 do not address exemptions.

EXHIBIT "A"





THE COUNTY OF YUBA

OFFICE OF THE COUNTY ASSESSOR

Bruce Stottlemeyer Assessor Kimberly Heisch

Assistant Assessor

September 19, 2011

Greg Holman, President Fellowship of Friends Post Office Box 100 Oregon House, CA 95962

Dear Mr. Holman:

Thank you for your letter of August 17, 2011, wherein you provided additional detail of the use of the Galleria property from 2001 through present-day. I have reviewed your letter, relative exemption law, and I have sought legal guidance on administration of the welfare and religious exemptions. Additionally, I have reviewed local zoning ordinances in place during the time periods for which Fellowship of Friends (FOF) claims exemption.

At the outset of my investigation regarding the property's use, as you detailed in your letter, it became clear that the property is not used in conformance with FOF Conditional Use Permit as a public museum. The uses you represent to have put the property require at least a Conditional Use Permit pursuant to the "A/RR" zoning to which FOF property is bound. It would be a violation of law to provide an exemption to a property whose use is not in conformance with applicable zoning or permitting regulations. Therefore, I am in agreement with former Assessor, David Brown's determination that the property is ineligible for exemption for the years 2006 through 2010.

In view of the fact that the property's use was not in compliance with applicable zoning and permit regulations, any further review or analysis of the property's use as it may relate to a determination of eligibility for the welfare or religious exemption, for the time period of 2006 through 2010, is of no consequence. Therefore, I have terminated my inquiry and do not offer an opinion on whether the claimed exemption may have otherwise applied. Since use must be determined as of January 1 of each year, any opinion now as to eligibility at a future time would be premature and purely speculative.

At such time that the subject property's use is in conformance with applicable zoning and permitting regulations and an application for exemption is timely filed by FOF, we will then perform a review of eligibility.

Sincerely,

Bruce Stottlemeyer Yuba County Assessor

Cc: Angil P. Morris-Jones, County Counsel Thomas E. Foran, Deputy County Counsel Kimberly Heisch, Assistant Assessor

EXHIBIT "B"

The County of Yuba

CLERK OF THE BOARD OF SUPERVISORS Donna Stottlemeyer



Government Center 915 8th Street, Suite 109 Marysville, CA 95901-5273 (530) 749-7510 FAX (530) 749-7353

February 27, 2014

Janlynn R. Fleener Downey Brand LLP 621 Capitol Mall, 18th Floor Sacramento CA 95814

Re: Fellowship of Friends

Dear Ms. Fleener:

Your letter dated February 21, 2014 for the Fellowship of Friends was referred to County Counsel for review. Please note, a minute order is enclosed indicating for the year 2009-2010, the claim was denied by the Board of Supervisors on October 11, 2011.

Following review by Counsel, you will be notified as to the next step in the process. Should you have any questions or concerns, please contact me.

Sincerely,

Donna Stottlemeyer Clerk of the Board

cc County Counsel



Janlynn R. Fleener jfleener@downeybrand.com 916/520-5227 Direct 916/520-5627 Fax 621 Capitol Mall, 18th Floor Sacramento, CA 95814 916/444-1000 Main 916/444-2100 Fax downeybrand.com

RECEIVED

FFR 24 2014

Clerk/Board of Supervisors:

February 21, 2014

VIA FEDERAL EXPRESS

Yuba County Board of Supervisors 915 8th Street, Suite 109 Marysville, California 95901

Re: Claim for Refund of Taxes Paid / Fellowship of Friends APN No. 048-260-008-000 (12607 Rices Crossing Road, Oregon House, California) Our Reference No. 42157.00000

To the Honorable Board of Supervisors:

This law firm represents the Fellowship of Friends (the "Fellowship"), which hereby submits its application for a refund of property taxes (secured and unsecured) paid for fiscal years 2009-2010 (partial), 2010-2011, 2011-2012, 2012-2013 and 2013-2014. The Fellowship's applications for religious exemption and welfare exemption were recently denied by the Assessor's Office. Because the Fellowship's property identified above is entitled to these exemptions, it is filing this claim for refund of the taxes paid within four years of submission of the claim. Cal. Rev. & Tax. Code §§ 5096, 5097, 5140, 5141.

Basis for Refund

Because the Fellowship's property should be exempt under both the religious exemption and the welfare exemption, the taxes which the Fellowship was forced to pay were "[e]rroneously or illegally collected" and "[i]llegally assessed or levied" within the meaning of subsections (b) and (c) of Section 5096 of the Revenue & Taxation Code.

Entitlement to Religious Exemption

a. Organizational Requirements

The Fellowship meets the threshold organizational requirements, as set forth in Article 13, Section 4(b) of the California Constitution and Revenue & Taxation Code Section 207, for qualification for the religious exemption. Those requirements are as follows: (i) the property must be owned by an entity organized and operating exclusively for

religious purposes; (ii) the entity is nonprofit; and (iii) no part of the net earnings of the entity inures to the benefit of any private individual.

As set forth in the application filed by the Fellowship for the religious exemption, the Fellowship meets each of these requirements. A copy of the Fellowship's application for religious exemption is attached hereto at Tab A, and its information and exhibits incorporated by reference into this claim for refund.

b. Use of the Property

The religious exemption applies to property (real and personal) used exclusively for religious purposes. Property owned and operated by a church and used for religious worship (or religious worship and school purposes) is deemed to be "used exclusively" for religious purposes under Revenue & Taxation Code Section 207.

The buildings, equipment, and land for which the Fellowship seeks exempt status are used exclusively for religious purposes within the meaning of Revenue and Taxation Code Section 207, again as set forth in the application filed by the Fellowship for the Religious Exemption.

By way of background, the Fellowship is, and has been since its establishment in 1971, recognized by the Internal Revenue Service as a tax-exempt church. As described in the introduction to the Fellowship's formal canons (the "Canons") (a copy of which is attached to the Fellowship's application for religious exemption as Exhibit 1), the principles of the Fellowship are based on universal mystical religious teachings that transmit the art and science of recognizing and experiencing Divine Presence. As an inter-denominational church, the Fellowship draws upon all major religious traditions, including Judaism, Christianity, Hinduism, Buddhism, and Islam. (See Canon 1.3) As further explained in Canon 1.3, the teaching of the Fellowship is also based on the works of eminent philosophers, writers, and artists, including George Gurdjieff and Peter Ouspensky. The teaching and practices of the Fellowship are aimed at promoting each member's practical work to reach Divine Presence and so to contact and strengthen the immortal Higher Self. (See Canon 1.4.)

The courts have defined "religion" as having the following elements: (1) a belief, not necessarily referring to supernatural powers; (2) a cult involving a gregarious association openly expressing the belief; (3) a system of moral practice directly resulting from adherence to the belief; and (4) an organization within the cult designed to observe the tenets of the belief. (Fellowship of Humanity v. Alameda County (1957) 153 Cal.App.2d 673, 693.) It is well-settled that the content of a religious belief, or examination of the truth or validity of the religious belief, are not matters of governmental concern; at the

¹ In this context, "cult" simply means a group of people who follow a system of religious beliefs and rituals.

same time, the assessor is justified in determining whether a claimant for property tax exemption holds the belief honestly and in good faith. (See Assessors' Handbook Section 267, October 2004 (hereinafter "AH 267"), Part II, Chapter 1, pp. 1-2.)

In the *Fellowship of Humanity* case, the court also defined "worship" as "any lawful means of formally observing the tenets of the cult." This generally means traditional ceremonial functions, such as regularly scheduled services with the attendance and participation of the complete congregation. However, other ancillary services which are sacramental in nature (such as baptisms, confirmations, weddings, funerals, and other comparable ceremonies) meet the definition although the presence of the entire congregation is not required. (See AH 267, Part II, Chapter 1, p. 2.)

Moreover, it is well-settled that within the context of the religious exemption, the term "used exclusively" does not mean that the property must be used *solely* for religious worship, to the exclusion of all other uses. Rather, the term "used exclusively" has been construed to allow incidental uses, provided they are directly connected with and in furtherance of the exempt purpose. (*Cedars of Lebanon v. County of Los Angeles* (1950) 35 Cal.25 729, 736.)

The religious purposes for which the Fellowship uses the buildings, equipment, and land covered by its request for exemption are as follows:

• *Religious worship*. Throughout the week, the Fellowship conducts formal services (which it calls "meetings") and other ceremonial religious events in the Galleria, the only building located on the parcel for which a refund / exemption is sought. The Galleria is considered by the Fellowship to be a religious sanctuary and is used exclusively for religious purposes.

In a typical week, there will be a meeting on Wednesday evening, an event Thursday evening, a meeting Friday evening, an event Friday evening following the meeting, an event Saturday evening, a meeting Sunday morning, and an event Sunday afternoon or evening. The meetings follow a structured format, including the presentation of religious subject matter, ministerial commentary and instruction, visual aids, and readings from members of the congregation. The ceremonial religious events include dinners and other meals and gatherings that are presided over by the Founding Minister, other Fellowship ministers, or church elders. The events are sacramental in nature (and thus fall under the definition of "worship" cited above), in that they include the formal presentation of religious subject matter and are specifically designed to promote spiritual inspiration and Divine Presence in the Fellowship members in attendance. As such, the events are considered by the Fellowship to constitute the formal observance of Fellowship principles and tenets – in other words, through their participation in the events, Fellowship

members formally practice their religion. In general, these ceremonial religious events are open exclusively to Fellowship members. On very infrequent occasions, non-members of the Fellowship are invited to attend as guests.

Incidental uses directly connected with and in furtherance of religious worship. The Galleria is also used for other incidental religious activities, which are supportive of the primary religious worship use and which involve only present or prospective members of the Fellowship. These incidental uses include religious discussion groups and teaching sessions; individual prayer and meditation; preparation by the Founding Minister and his assistants for formal religious services; consultations and meetings between Fellowship ministers and/or other Fellowship officials, or between Fellowship ministers and individual Fellowship members, on religious matters; and religious contemplation of the fine and performing arts by Fellowship members (both on an individual basis and in groups), including through concerts and other performances held in the Galleria, as well as through contemplation and study of the Fellowship's extensive collections of books and art and antiquities (including paintings, sculptures/statuary, prints, tapestries, musical instruments, and furnishings), both of which collections are housed in the Galleria. As expressed in the Canons, the arts occupy an essential place in the methods and practices of the Fellowship, and all forms of art – including poetry, song, dance, theater, visual art, and architecture – are considered vehicles for transmitting the methods of developing the immortal state of Divine Presence. (See Introduction to the Canons.) Thus, the Fellowship fosters an appreciation of activities such as music, visual art, and poetry, through which, according to Fellowship doctrine, the soul is ennobled and brought to higher spiritual planes.

Entitlement to Welfare Exemption

a. Organizational Requirements

The Fellowship meets the threshold organizational requirements, as set forth in Article 13, Section 4(b) of the California Constitution and Revenue & Taxation Code Section 214, for qualification for the welfare exemption. Those requirements are as follows: (i) the organization seeking an exemption must be organized and operated for exempt purposes (i.e., religious, hospital, scientific, or charitable); (ii) the organization must



have tax-exempt status; and (iii) the organization's Articles of Incorporation must include specific clauses.²

b. Use of the Property

The welfare exemption is available where all of the following requirements are met: (i) the property is used exclusively for exempt purposes; (ii) the property is used for the actual operation of an exempt activity³ and not for commercial profit-making purposes unrelated to the organization's exempt purpose; (iii) the property does not to exceed an amount reasonably necessary for the accomplishment of the exempt purpose; (iv) the property is not to be used to benefit any person through distribution of compensation, or the more advantageous pursuit of his or her business or profession; and (v) the property is not used for fraternal, lodge, or social club purposes, except when those uses are clearly incidental to the primary exempt purpose.

Eligible uses that qualify as "religious purposes" include: administrative offices of a church; social halls, community centers, and youth centers; the primary residence of clergy when the use of the property is incidental to and reasonably necessary to accomplish the religious organization's exempt purpose; retreats, monasteries, and convents; and reading rooms.

A copy of the Fellowship's application for welfare exemption is attached hereto at Tab B and incorporated into this claim for refund. Given the exclusive religious use of the property within the meaning of Revenue & Taxation Code Section 214, as described generally above and set forth more fully in the attached application, the Fellowship's property is entitled to exemption under the welfare exemption.

Property Zoning Issues:

The Fellowship was advised that its previous applications for exemption were denied based on noncompliance with zoning or permitting regulations, and that the Fellowship needed to address the zoning before its applications could be substantively considered.

Although the Galleria had been permitted to operate as a museum, it is not being operated as such now. But more importantly, there is no authority for the Assessor to deny a claim for

² To obtain the welfare exemption, these organizational requirements must be verified by the BOE via issuance of an Organizational Clearance Certificate ("OCC") to the organization. The Fellowship submitted a copy of its OCC with its application for welfare exemption.

³ The courts have liberally construed the requirement that the property be "used in the actual operation of an exempt activity," as well as the requirement that the property not exceed the "amount reasonably necessary for the accomplishment of an exempt purpose."

exemption based on alleged nonconformance with zoned use. The applicable statutes (Revenue & Tax Code Section 207 for the religious exemption and Section 214 for the welfare exemption) do not address the issue at all. While there are two references to zoning in other materials, those legally unsupported references do not constitute law.

The first such reference is set forth in Part 267 of the Assessor's Handbook. That section states (emphasis added):

Sections 3(f) and 5 of Article XIII of the California Constitution exempt from property taxation buildings, land on which they are situated, and equipment used exclusively for religious worship. [Citation.] This provision does not require that property be owned by a church organization to be eligible for the exemption, it merely requires use exclusively for religious worship. [Citation.] Buildings actually used, and those in the course of construction intended to be used exclusively for religious worship are eligible for exemption. [Citation.] ... The local building code and zoning ordinances should be given presumptive weight in making the determination of the extent of the exempt land.

There is no citation, however, for the italicized language. Thus, the statement does not constitute law.

The second reference to zoned use is in Property Tax Annotation 880.0340, which is a letter from BOE Tax Counsel dated January 15, 2010, responding to an inquiry (the "September 17, 2009, Letter") regarding the applicability of the welfare exemption to property owned by a nonprofit organization that operates a group home. A portion of the property was used for agricultural and animal husbandry activities in connection with therapy programs treating adults with psychiatric disabilities, and the question was whether this would satisfy the use requirement of the welfare exemption under R&TC Section 214(a)(3).

In this letter, the BOE gave an advisory opinion that the entire property may qualify for the welfare exemption pursuant to Section 214(a)(3), but cited Section 254.5(b)(1)(B) as authority for the proposition that the function of determining whether or not a property's use qualifies for the welfare exemption is solely within the discretion of the assessor. The letter includes the following discussion of zoning ordinances:

In the September 17, 2009, Letter, you suggest that the entire 10-acre property should be exempt because it is the minimum size required by local law for zoning purposes. Despite your citation to a section of the Assessor's Handbook dealing with the church exemption [citation to language from Assessor's Handbook quoted above], we are not aware of any authority stating that local zoning affects whether a property does or



does not exceed the amount of property reasonably necessary to the accomplishment of an exempt purpose under section 214, subdivision (a)(3). While that fact should certainly be considered by the assessor, the relevant standard for exclusive use under section 214, subdivision (a) is whether an organization's activities are incidental to and reasonably necessary for the accomplishment of exempt purposes. [Citation.]

Although these two references to zoning ordinances seem to suggest that such ordinances are a proper consideration in the determination of the extent of the property that should be included in the exemption, they do not support an argument that noncompliance with local zoning/permitting requirements regarding use of the property constitutes grounds for denial of exemption. The Assessor is required to examine whether or not the property is used for the actual operation of an exempt activity. Thus, if the property is actually being used for religious purposes -- as is the Fellowship's property here -- the fact that it is permitted for another purpose has no bearing on whether or not the exemption is available.⁴

The Assessor, accordingly, has no authority to deny the Fellowship's applications for religious and welfare exemption based on the property permitting or zoning.

Conclusion

Lest there be any doubt about that the Fellowship is a religious organization which uses the subject property exclusively for religious purposes, provided herewith is a letter from Assistant Chief Counsel for the Board of Equalization. (Tab C.) Back in 1975, counsel for the State Board of Equalization expressly recognized that the Fellowship "does constitute a body corporate, the members of which practice a religion," and therefore meets the test for exemption set forth in *Fellowship of Humanity v. County of Alameda*. For this reason, and because the Fellowship's written submissions to the Assessor's Office thoroughly and conclusively establish that the Fellowship's property is entitled to exemption, the Fellowship's applications for religious and welfare exemptions should have been granted. The taxes which the Fellowship

⁴ On this point, it is notable that when the Fellowship was actually operating a portion of the Galleria as a museum, the Assessor's Office denied its application for the museum exemption. (Rev. & Tax. Code § 202(a)(2).) The Fellowship took the matter to the Superior Court, where the Assessor's Office argued that the Galleria did not qualify for the museum exemption because it was not being used primarily to display works of art. The matter was eventually considered by the California Court of Appeal, and the Assessor's Office made the same argument. In affirming the trial court's finding that the property was not used principally, or even substantially, as a museum, the Third District Court of Appeal discussed the other uses made by the Fellowship of the property – all of which constitute use for religious purposes within the meaning of Sections 207 and 214. (Fellowship of Friends, Inc. v. County of Yuba (1991) 235 Cal.App.3d 1190, 1197.) It is disingenuous for the Assessor's Office to now rely on the property's zoning as a museum to deny the Fellowship's applications for religious and welfare exemption when it previously asserted, as a basis for denying its application for the museum exemption, that the property was not being used as a museum.

was forced to pay on the property were therefore "[e]rroneously or illegally collected" and "[i]llegally assessed or levied" within the meaning of subsections (b) and (c) of Section 5096 of the Revenue & Taxation Code. This claim for refund of the taxes paid by the Fellowship must therefore be granted.

Please let me know if you have questions or need further information in order to decide this claim.

Very truly yours,

DOWNEY BRAND LLP

Janlynn R. Fleener

JRF.met

1358037.2 Enclosures

TAB A

TAB A

80E-267-\$ (P1) REV. 10 (06-11)

RELIGIOUS EXEMPTION
Declaration and other related property information
as of 12:01 e.m., January 1, 2008

BRUCE STOTTLEMEYER YUBA COUNTY ASSESSOR 915 8th Street, Suite 101 Marysville, CA 95901-5273 (530) 749-7820

IDENTIFICATION OF APPLICANT							
CORPORATE OR ORGANIZATION NAME OF CHURCH		WEB SITE ADDRESS (IF ANY)					
The Fellowship of Friends, Inc.		See attached					
MAILING ADDRESS							
P.O. Box 100 CITY, STATE ZIP CODE							
Oregon House, CA 95962							
CORPORATE ID (IF ANY)							
622511							
IDENTIFICATION OF PROPERTY							
ADDRESS OF PROPERTY (NUMBER AND STREET)							
12607 Rices Crossing Road							
CITY, COUNTY, ZIP CODE		ASSESSOR'S PARCEL NUMBER					
Oregon House, County of Yuba, CA 95	962	048-260-008-000					
Is this real property owned by the church? 🔀 Yes 🗌 No							
If Yes, enter the date the property was acquired: $06/30/3$	Enter date first used for chur	ch/school purposes: 07/04/1971					
If No, provide the name and address of the owner:							
Note: If the owner is not another church, a Church or Welfare	Exemption Claim form must be filed. Cor	ntact the Assessor.					
Please check the following, if applicable:	•						
The property is owned by an entity organized and operati	ng exclusively for religious purposes.						
The entity is a nonprofit organization							
No part of the net earnings inures to the benefit of any pr	ivate individual.						
USE OF PROPERTY							
1. Are all buildings, equipment, and land claimed used exclusively for religious purposes? X Yes No If No, explain:							
2. Is the additional land claimed required for the use of or access to exempted buildings? Yes No If No, explain:							
3. Is there any building currently under construction? ☐ Yes ☑ No If Yes, is that building intended to be used solely for religious purposes? ☐ Yes ☐ No							
4. Has any new construction been completed on this property since January 1, 12:01 a.m. last year? Yes No If Yes, describe the use of this property.							
FOR ASSESSOR'S USE ONLY	Whom should we contact during normal business						
		onal information?					
Received by							
(Assessor's designed)	NAME Greg Holman						
ofonon		T					
(county or ally) (date)	DAYTIME TELEPHONE (530) 692-2222, ext 8217	EWAIL ADDRESS					
	1330, 072 2222, EXT 0211	greg@beingpresent.org					

80	DE-257-S (P2) REV. 10 (06-11)							
5.	Does the real property include property used for parking purposes? Yes □ No If Yes, is all real property owned by or leased to the church, upon which exemption is claimed for parking purposes, necessarily and reasonably required for parking of automobiles of persons attending or engaged in religious worship or religious activity, and which is not at other times used for commercial purposes? Yes □ No Note: Commercial purposes does not include the parking of vehicles or bicycles, the revenue of which does not exceed the ordinary and							
	necessary costs of operating and maintain	ands the property for parking purpo ning the property for parking purpo	cycles, the r ses.	revenue of which doe	s not exceed the ordinary and			
6.	Is there a sanctuary (church) on or adjacent to this property? Yes No If No, a claim for Welfare Exemption must be filed with the Assessor by February 16 each year for the property or portion of the property.							
7.	Check, as applicable, the type(s) of schools being operated on this property.							
	Preschool	☐ Kindergarten		Secondary school				
	Nursery school	Elementary school	[Both secondary a	nd college			
0.	Are bingo games being operated on this p Yes 图 No If Yes, a claim for Welfare Exemption mus		oruary 15 ea	ch vear for the proper	TV Of Dortion of the property			
9.	tf Yes, a claim for Welfare Exemption must be filed with the Assessor by February 15 each year for the property or portion of the property. Is any equipment or other property at this location being leased or rented from someone else? Yes 3 No							
	If Yes, list in the remarks section the name and address of the owner, and the type, make, model, and serial number of the property. Note: Leased personal property is eligible for the Religious Exemption if the personal property is used exclusively for religious purposes.							
10	ls any portion of this property used for living Yes No If Yes, describe:	ng quarters for any person?						
	Please see attached.							
11.	Note: Living quarters are not eligible for either the Religious Exemption or the Church Exemption. The property may be eligible for the Welfare Exemption - contact the Assessor. 11. Is any portion of this property vacant and/or unused? Yes No if Yes, describe:							
12	12. Is any portion of this property being rented to, leased to, used and/or operated by a person or organization other than the claimant? ☐ Yes ☑ No If Yes, describe that portion, its use, and provide the name and address of the leasee/operator:							
13	13. Has there been any change in the use of this property since 12:01 s.m., January 1 of lest year? Yes No if Yes, describe:							
14.	Remarks.				,			
	Please see attached.							
CERTIFICATION I certify (or declare) under penalty of perjury under the lews of the State of California that the foregoing and all information contained herein, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.								
NA	ME OF PERSON NAMING C.AM reg Holman			TITLE				
	HATURE OF PERSON MAKING CLAM			DATE				
<u></u>	hodgam	الم			-25-12			
	•							

Year of declaration

1

The Fellowship of Friends, Inc. (the "Fellowship") seeks the religious exemption for the property described in this claim as of 12:01 a.m. on January 1, 2008. The Fellowship understands that it is submitting a late claim. If and when the exemption is granted, the Fellowship intends to file for a refund of property taxes paid with respect to the subject property, as and to the extent allowed by Revenue and Taxation Code Section 5097(a)(2).

Website address

The Fellowship maintains two website addresses, as follows: <u>www.beingpresent.org</u> and <u>www.livingpresence.com</u>

Line 1, Use of property for religious purposes

The buildings, equipment, and land which the religious exemption is sought hereunder are used exclusively for religious purposes within the meaning of Revenue and Taxation Code Section 207.

By way of background, the Fellowship is, and has been since its establishment in 1971, recognized by the Internal Revenue Service as a tax-exempt church. As described in the introduction to the Fellowship's formal canons (the "Canons"), a copy of which is attached hereto as Exhibit 1, the principles of the Fellowship are based on universal mystical religious teachings that transmit the art and science of recognizing and experiencing Divine Presence. As a non-denominational church, the Fellowship draws upon all major religious traditions, including Judaism, Christianity, Hinduism, Buddhism, and Islam. (See Canon 1.3) As further explained in Canon 1.3, the teaching of the Fellowship is also based on the works of eminent philosophers, writers, and artists, including George Gurdjieff and Peter Ouspensky. The teaching and practices of the Fellowship are aimed at promoting each member's practical work to reach Divine Presence and so to contact and strengthen the immortal Higher Self. (See Canon 1.4.)

The courts have defined "religion" as having the following elements: (1) a belief, not necessarily referring to supernatural powers; (2) a cult involving a gregarious association openly expressing the belief; (3) a system of moral practice directly resulting from adherence to the belief; and (4) an organization within the cult designed to observe the tenets of the belief. (Fellowship of Humanity v. Alameda County (1957) 153 Cal.App.2d 673, 693.) In this context, a "cult" simply means a group of people who follow a system of religious beliefs and rituals. It is well-settled that the content of a religious belief, or examination of the truth or validity of the religious belief, are not matters of governmental concern; at the same time, the assessor is justified in determining whether a claimant for property tax exemption holds the belief honestly and in good faith. (See Assessors' Handbook Section 267, October 2004 (hereinafter "AH 267"), Part II, Chapter 1, pp. 1-2.)

In the *Fellowship of Humanity* case, the court also defined "worship" as "any lawful means of formally observing the tenets of the cult." This generally means traditional ceremonial functions, such as regularly scheduled services with the attendance and participation of the complete congregation; however, other ancillary services which are sacramental in nature (such as baptisms, confirmations, weddings, funerals, and other comparable ceremonies) meet the definition although the presence of the entire congregation is not required. (See AH 267, Part II, Chapter 1, p. 2.)

Moreover, it is well-settled that within the context of the religious exemption, the term "used exclusively" does not mean that the property must be used solely for religious worship to the exclusion of all other use. Rather, the term "used exclusively" has been construed to allow incidental uses, provided they are directly connected with and in furtherance of the exempt purpose. (Cedars of Lebanon v. County of Los Angeles (1950) 35 Cal.25 729, 736.)

The religious purposes for which the Fellowship uses the buildings, equipment, and land for which exemption is sought hereunder are as follows:

- **Religious worship.** Throughout the week, the Fellowship conducts formal services (referred to as "meetings") and other ceremonial religious events in the Galleria, the only building located on Parcel 4. In a typical week, there will be a meeting on Wednesday evening, an event Thursday evening, a meeting Friday evening, an event Friday evening following the meeting, an event Saturday evening, a meeting Sunday morning, and an event Sunday afternoon or evening. The meetings follow a structured format, including the presentation of religious subject matter, ministerial commentary and instruction, visual aids, and readings from members of the congregation. The ceremonial religious events include dinners and other meals and gatherings that are presided over by the Founding Minister, other Fellowship ministers, or church elders. The events are sacramental in nature (and thus fall under the definition of "worship" cited above), in that they include the formal presentation of religious subject matter and are specifically designed to promote spiritual inspiration and Divine Presence in the Fellowship members in attendance. As such, the events are considered by the Fellowship to constitute the formal observance of Fellowship principles and tenets – in other words, through their participation in the events, Fellowship members formally practice their religion. In general, these ceremonial religious events are open exclusively to Fellowship members. On very infrequent occasions, non-members of the Fellowship are invited to attend as guests.
- Incidental uses directly connected with and in furtherance of religious worship. The Galleria is also used for the conduct of other incidental religious activities, which are supportive of the primary religious worship use and which involve only present or prospective members of the Fellowship. These incidental uses include religious discussion groups and teaching sessions; individual prayer and meditation; preparation by the Founding Minister and his assistants for formal religious services; consultations and meetings between Fellowship ministers and/or other Fellowship officials, or between Fellowship ministers and individual Fellowship members, on religious matters; and religious contemplation of the fine and performing arts by Fellowship members (both on an individual basis and in groups), including through concerts and other performances held in the Galleria, as well as through contemplation and study of the Fellowship's extensive collections of books and art and antiquities (including paintings, sculptures/statuary, prints, tapestries, musical instruments, and furnishings), both of which collections are housed in the Galleria. As expressed in the Canons, the arts occupy an essential place in the methods and practices of the Fellowship, and all forms of art – including poetry, song, dance, theater, visual art, and architecture - are considered vehicles for transmitting the methods of developing the immortal state of Divine Presence. (See Introduction to

the Canons.) Thus, the Fellowship fosters an appreciation of activities such as music, visual art, and poetry, through which, according to Fellowship doctrine, the soul is ennobled and brought to higher spiritual planes.

Charges apply to certain of the religious activities conducted on the subject property. For example, there is a cost associated with attendance at formal dinners presided over by the Founding Minister. All activities to which charges apply constitute religious worship or incidental uses supportive of religious worship, however. Accordingly, the Fellowship is not engaged in "fundraising activities" by virtue of the charges collected from members who participate in religious activities to which charges apply. Rather, the charges attributable to these activities constitute earnings derived from the Fellowship's normal pursuit of its exempt purposes. In other words, the charges are a form of income from the Fellowship's use of the property exclusively for religious purposes.

Line 6, Sanctuary

As explained in the response to Line 1, the building known as the Galleria is the only building located on the subject parcel. The Galleria is considered by the Fellowship to be a religious sanctuary and is used exclusively for religious purposes, as explained in more detail in the response to Line 1.

Line 10, Use of property for living quarters

There is an approximately 384 square foot room in the Galleria that serves as the Founding Minister's living quarters when he is present on the property. Two other rooms in the Galleria (totaling approximately 200 square feet) are used as living quarters for Fellowship members who are selected to serve as caretakers of the property.

Concurrently with the submission of this claim for religious exemption, the Fellowship is submitting a claim for the welfare exemption. Exemption for the portions of the subject property that are used for living quarters is sought under and addressed in the Fellowship's separate welfare exemption claim.

Line 14, Remarks

On an occasional basis (*i.e.*, not more than once a month), The Friends of the Goethe Academy, a California nonprofit public benefit corporation doing business as Apollo Arts ("Apollo Arts"), holds concerts and other performing arts presentations in the Galleria for Fellowship members. Apollo Arts was formed for the purpose of developing and maintaining the Fellowship's music and dance program for the benefit and spiritual enrichment of Fellowship members. The Fellowship does not charge Apollo Arts for this occasional use of the Galleria.

In addition, The Elysian Society, a California nonprofit religious corporation, holds an annual fundraising event in the Galleria. The Elysian Society provides funeral and burial services to decedents practicing the tenets of the Fellowship; maintains, preserves, and improves a cemetery located on a separate parcel of property owned by the Fellowship (*i.e.*, not located on the parcel for which exemption is sought hereunder); and provides end-of-life education, care, and assistance to Fellowship members. The Fellowship does not charge The Elysian Society for this once-a-year use.

The use of the subject property by these organizations do not constitute disqualifying uses. This is because although Apollo Arts (which qualifies for treatment as an "integrated auxiliary" of the Fellowship under IRS regulations) and The Elysian Society are separately incorporated entities, both are closely affiliated with the Fellowship. In that Apollo Arts and The Elysian Society are both organized and operated to serve Fellowship members, the purposes of both organizations are integrally related to the Fellowship's own religious purposes. Accordingly, the use of the Galleria by these organizations on an occasional basis serves to further the Fellowship's purposes and constitutes incidental use supportive and in furtherance of the primary religious worship use of the property.

Exhibit 1

The Canons of the Fellowship of Friends

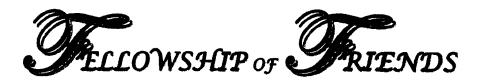
(see attached)

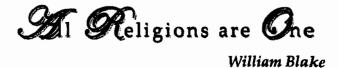


THE

CANONS

OF THE





Francis Petrarch: The truth is one and always the same.

Milarepa: The Buddha has preached numerous Dharmas. All these various teachings are given to different people, in accordance with their needs and capacities. However, the utmost Truth and the final destination are one.

Meher Baba: Follow any religion you like, but follow its innermost nucleus.



The principles of the Fellowship of Friends (hereinafter called the "Fellowship" or the "Church") are based on universal mystical religious teachings that transmit the art and science of recognizing and experiencing Divine Presence. As Robert Burton, Founding Minister of the Fellowship, has repeatedly emphasized, "To reach divine wordless presence is the greatest miracle in the universe." This fundamental teaching appears in all scriptures, including the Old and New Testaments, the Upanishads, the Bhagavad Gita, the Koran, the Tao Te Ching, the Philokalia, and the Kabala. Traces are also found in art and literature through the ages, from prehistoric cave paintings to Egyptian reliefs, from Greek sculpture to Sufi poetry, from the Gothic cathedrals to the works of numerous individual artists and writers, both ancient and modern.

Throughout its long history on Earth, this esoteric tradition has taken various external forms. These forms have included monasticism, meditation, selfless service to humanity, devotional practices, poetry, song, dance, theater, art, and architecture – all vehicles for transmitting the methods of developing the immortal state of Divine Presence.

Within this tradition, the Fellowship plays two major roles. The first is to enable its members to achieve and prolong the state of Divine Presence. The second is to collect and consolidate knowledge from all previous esoteric forms, and to perpetuate and preserve the highest manifestations of beauty, knowledge, and culture for the benefit of future generations.

The Divine Dimension

Bahauddin: If there is no divine dimension to what we are doing, then whatever we do is merely killing time. On the other hand, if the presence of God overlaps simultaneously with whatever we are doing, then anything we work on performs eternity.

Philokalia, Isaac of Syria: The presence of God, that is, mental prayer, is the highest of all our activities.

Bhagavad Gita: This is true knowledge, to seek the Self as the true end of wisdom always.

INTRODUCTION TO THE FEACHINGS AND PRACTICES

AND TO THE ROLE OF THE TEACHER

1.1 Higher Forces

The Fellowship teaches that the universe comprises a hierarchy of worlds governed by orders of laws, that the Absolute created the world and Higher Forces, and that Higher Forces created humanity. Higher Forces pass on the knowledge of how to create and prolong Divine Presence through the medium of Schools, and have done so throughout known and unknown history. Behind human history is Divine Presence, behind Divine Presence is Schools, behind Schools is Higher Forces, and behind Higher Forces is the Absolute. By mastering the art of Divine Presence, a man becomes immortal, thereby entering the City of Paradise to join in the company of Higher Forces.

1.2 The Teaching and The Teacher

The teaching of the Fellowship comes from Higher Forces, and the Teacher is the authoritative source of this system of knowledge, and of the disciplines and counsels taught and practiced in the Fellowship. This teaching is reflected in the consensus of the Ministry of the Church and of the inner circle of the Fellowship.

The Fellowship recognizes both the spiritual primacy of the Teacher and his unique role as a vessel through which Higher Forces reveal their will regarding the Fellowship. He is the leader in realizing the practical aspects of the spiritual work and mission of the Fellowship.

1.3 Sources of the Teaching

The Fellowship teaching is oral and visual and follows in the tradition of esoteric Schools of the past. The Fellowship imparts this teaching through personal contact, its publications, and the circulation of its members. The principles of the ancient system of ideas taught in the Fellowship are universal and form the inner core of all religions, including Judaism, Christianity, Hinduism, Buddhism, and Islam. The same principles are preserved in the works of the ancient Egyptians, Sumerians, Mesoamericans, and many other cultures, both historic and pre-historic. The Fellowship also embraces the principles of the Fourth Way as expounded in *The Psychology of Man's Possible Evolution* by Peter Ouspensky and in other writings by him, and also by George Gurdjieff and Rodney Collin. In addition, the teaching of the Fellowship is based on the works of eminent philosophers, writers, and artists. All of these sources transmit similar methods that teach their adherents to value and promote the state of Divine Presence.

1.4 Epitome of Fellowship Teaching and Practices

The teaching and practices of the Fellowship are aimed at promoting each member's practical work to reach Divine Presence and so to contact and strengthen the immortal Higher Self. To that end, the primary Fellowship discipline is the use of techniques perfected by the Schools of the past to promote and prolong presence. These techniques have been known under many names, such as "continual inner prayer," "meditation," and "union with God." In addition to making direct internal efforts to achieve presence, the Fellowship encourages its members to purify their hearts and develop unity of purpose by controlling the passions and the lower self, which interfere with this aim. Among the disciplines used for this purpose are the non-expression of negative emotions and the transformation of suffering into presence. The Fellowship also emphasizes the effort to receive impressions and to transform them into higher energies, which is directly connected with presence. Consequently, as an essential part of its teaching and practice, the Fellowship provides an environment of beauty, and encourages its members to seek out and study artistic and natural impressions as a source of spiritual nourishment.

The Fellowship stresses the need for its members to be "good householders," which requires reliability, valuation for presence, and understanding that payment is a principle. A good householder knows that results are proportionate to efforts. The Fellowship, therefore, teaches its members how to value payment and how to make right efforts.

The Fellowship provides three lines of work to promote the balanced development and usefulness of its members. Members are taught, first, to recognize and experience Divine Presence by using symbols, images, and techniques from previous traditions; second, to work with and for others; and third, to work for the school and for Higher Forces. Furthermore, the Fellowship teaches its members how to put into practice what they know, that is, to actualize Divine Presence. Finally, the Fellowship teaches its members to govern their relations with love, for Divine Presence is synonymous with love and compassion.

1.5 The External Method of the Fellowship

The Fellowship of Friends is working with the task of collecting and preserving esoteric knowledge transmitted by all previous schools, from prehistoric times to the present. The same school knowledge can be found in higher culture as expressed in the fine and performing arts and in the cultivation of refined social standards. Hence, next to the pursuit of presence itself, forms of religion, the visual arts, music, the humanities, architecture, and other expressions of spiritual and cultural achievement occupy an essential place in the methods and practices of the Fellowship.

These forms not only provide methods of personal spiritual development, but also comply with the will of Higher Forces regarding the task of the Fellowship. In the Fellowship, the use of the arts is means to purify the heart and develop directed attention. As Abbot Suger of St. Denis said, "Man may rise to the contemplation of the divine through the senses." And in the words of the founding Minister, Robert Burton, "Beauty creates its likeness in those who pursue it."

1.6 The Fellowship's Worldwide Mission

The Fellowship recognizes its mission to make the teaching available to anyone who wishes to enter the tradition of conscious development and union with God through Divine Presence. For this purpose, the Fellowship establishes centers wherever possible in major cities around the world. Fellowship members are encouraged to participate in this work by moving to distant centers to make the teaching available to those who sincerely seek it and wish to apply it practically.

1.7 Apollo

Apollo is the principal seat of the Fellowship and, as its heart and the focus of its energy and work, serves all of its members.

1.8 Institution of the Church Ministry

To sustain the work initiated by the Teacher, certain members are called to the Fellowship Ministry. In addition, center directors are asked to participate in the Ministry by teaching in and administering one of the Fellowship centers.

1.9 Necessity of Circulation of Members

Frequent travel between Apollo and centers on the part of the Teacher, the Ministers, and other members is essential to the spiritual development of the membership. This circulation throughout the Fellowship ensures its well-being by fostering mutual understanding, cooperation, and spiritual and cultural growth. Such circulation also provides additional opportunities for work and acquaints members with various aspects of the Fellowship. In addition, the journeys of the Teacher are necessary for him to fulfill his tasks of guiding the evolution of members, of determining the opportune times and places to establish Fellowship centers, and of searching throughout the world for artifacts of past Schools and cultures that will provide aesthetic impressions for the spiritual nourishment of Fellowship members and that also could serve as seminal forms to flourish again in future civilizations.

1.10 Recognition of Ministerial Jurisdiction

The Board of Directors of the Fellowship, by a resolution of May 22, 1977, instituted the Ministerial Committee, henceforth called the Fellowship Council. According to both the By-Laws of the Fellowship and these Canons, the Teacher and the Fellowship Council shall have jurisdiction over all ministerial and spiritual affairs of the Church.

1.11 Autonomy of the Ministry's Spiritual Jurisdiction

Whereas the teaching and definition of Church doctrine are inherent in the roles of the Teacher and the Ministers of the Church, no action or resolution of the Board of Directors or of any individual member shall be construed as authoritative teaching or definition of Church doctrine, or shall be construed as empowering the Board of Directors or any individual to exercise jurisdiction over the ministerial and spiritual affairs of the Church, except in such administrative, fiscal, and disciplinary matters as specified by the laws of the State of California, by any other appropriate civil jurisdiction, or by the By-Laws and Canons of the Fellowship.

1.12 Authority and Scope of the Canons

As of the date of its formal adoption by the Fellowship's Council and Board of Directors, this document, The Canons of the Fellowship of Friends, is approved for use by the Fellowship henceforth. Said document shall supersede any previous version of the canons or statements of religious doctrine or principles found in any Fellowship document or publication, whether on paper or in electronic format.

1.13 Amendment of the Canons

These Canons may be amended with the approval of the Teacher by a majority vote of the Board of Directors and the Fellowship Council. Except in an emergency or other unusual circumstance, proposed amendments shall be submitted in writing to every member of the Board of Directors and Fellowship Council prior to any vote thereon. Proposed amendments may be discussed and modified as necessary until a final resolution on the proposed change(s) is reached. Those eligible to vote on the proposed changes may indicate their vote either in person at a meeting, or by electronic communication, or by proxy.

1.14 Succession of the Teacher

The Teacher may name his deputy or his successor, or indicate the means by which his successor may be chosen. In the event that, before his passing, the Teacher shall not have named a successor or indicated the means by which a successor may be chosen, or becomes incapacitated and is not able to perform his role, the Voting Members shall elect his successor.

Friendship

Peter Ouspensky: You need instruction; you need to be shown the way. You cannot find the way yourselves, nobody can; it is the state of a human being that he has to be shown the way, that he cannot find it himself.

John of Ford: There was certainly a unity of purpose in this city where all shared the one utterance and had the same mind towards God and each other.

Aristotle: Friendship we believe to be the greatest good of states.

Philokalia, St. Theophan the Recluse: Through the collective mutual action of one and the other, spiritual life ripens.

Membership, Follo, and Fellowship Genters

2.1 Membership

2.1.1 Qualifications of Membership

A person normally petitions for membership in the Fellowship through the center nearest his or her place of residence, although exceptions may be made on a case-by-case basis as circumstances require. Before a person may be admitted to membership, he or she is required to attend introductory meetings for prospective members held by designated members in the center in which he or she petitions for membership. The directors of the center, the Teacher, or the Fellowship Council, as the case may be, must be satisfied that the person meets the qualifications for membership stipulated in the Canons and the By-Laws, that he or she has received appropriate instruction concerning the teaching and practices of the Church, and that he or she exhibits the capacity and willingness to apply the teachings and practices of the Fellowship in using the three lines of work: practical work on oneself, work with and for other members, and work for the Fellowship. A person becomes a member by making the donations required for the first month, and may continue as a member as long as he or she makes the required donations and adheres to the disciplines and practices of the Fellowship.

2.1.2 Dismissal and Reinstatement of Members

The disciplining or the dismissal of members from the Fellowship shall be according to custom as established by the teachings and practices of the Fellowship. Members whose actions are at variance with the teachings and practices of the Fellowship to the extent that they compromise the welfare and aims of the Fellowship and who persist incorrigibly in such behavior may be dismissed by the Teacher or by the majority of a quorum of the Fellowship Council at a duly organized meeting of the same. The Teacher at his sole discretion may also delegate to other individuals or groups the power to dismiss members, provided that any dismissals made under such delegated authority are reported to the Teacher and the Council within thirty days. Reinstatement to membership of any dismissed members may be permitted if such persons meet the conditions for reinstatement as determined by the Teacher or by the majority of a quorum of the Fellowship Council. Such actions of dismissal and reinstatement may be formally pronounced and promulgated as the Teacher or the Fellowship Council deems appropriate.

2.2 Apollo and the Aims of the Fellowship

Apollo is the headquarters of the Church, the heart of the teaching, and the main sanctuary of the Fellowship. Members are encouraged to visit and, to the extent feasible, to reside for a time at Apollo. At Apollo members are continually encouraged to promote and prolong presence. It is there that the influence of Higher Forces and the Teacher is most strongly experienced, opportunities for the three lines of work are greatest, and members can find the highest concentration of Ministers and elder members to guide and encourage them in their spiritual work. Moreover, members from other centers bring to Apollo a variety of spiritual, cultural, and other experiences that the Fellowship requires both for the progress of the whole and the work of individual members. Apollo remains the chief place where Fellowship members from all centers in the world can gather to work and to be together.

2.3 The Role of Centers

The various centers of the Fellowship serve as portals of entry for the teaching, as the principal sources (outside of Apollo) of information about the teachings and practices of the Fellowship, and as vehicles for opportunities to participate in the three lines of work. Members in the centers make the teaching available to prospective members by publicizing the existence of the School through various means, and then by introducing the teaching in a series of meetings to those who express interest. Qualified prospective members are then offered the opportunity of becoming members of the Fellowship and participating in the work as a member of a given center. Although each member is a member of a specific center, all members are members of the Fellowship as a whole and are welcome to participate in the activities of any center.

2.4 Participation of Fellowship Members in Centers

Outside of Apollo, centers provide the focus of Fellowship work and activity. Members are advised to participate as much as possible in center activities. Newer members enhance their understanding of the teaching and of their own practical work to the extent that they participate in center activities and strive to learn from the elder members. Center members benefit from experiencing the finest natural impressions and cultural offerings available in their city and region, and using such experiences to purify their hearts and develop valuation for Divine Presence. In addition, members profit greatly from researching the esoteric teachings that flourished in the past in their particular region. By guiding others to the spiritual sources they have found, members can help one another to understand the universal nature of the Fellowship teaching.

2.5 Donations

Fellowship members are taught the principle of the necessity of payment, which requires a continuous state of effort. Consequently, all members are required to make at least the minimum donations to the Fellowship stipulated by the current donation policies. Donation policies are set by a majority vote of a quorum at a duly authorized meeting of the Fellowship Council. All such changes must be submitted to the Fellowship Board of Directors for approval at the next regular meeting thereof. The approval of the Board shall be presumed unless the Board, under the procedures stipulated in the By-Laws, rejects the Council's action.

Service and Opportunity

Robert Burton: One must measure one's life by what one has given, not by what one has taken.

Lao-Tzu: If the sage would guide the people, he must serve with humility.

Persian aphorism: Those who are controlled by the lower self must serve it. Those who control the lower self serve others.

Philokalia, Theophan the Recluse: Let our outer man perform physical work, and let the inner man be consecrated wholly and completely to the service of God and the spiritual work of inner prayer.

THE FELLOWSHIP MINISTRY

3.1 The Ministerial Office

3.1.1 Ideal of Service

Members called to the Fellowship Ministry share in the ministerial and teaching office of the Teacher. Ministers establish a right attitude toward their responsibilities to the extent that they understand that "Minister" essentially means "servant." The exercise of leadership in the Fellowship is that of leadership in service. As we read in the Gospel of Mark, "Whoever would be great among you must first be your servant, and whoever would be first among you must be the slave of all."

3.1.2 Basic Responsibilities of Ministers

In conjunction with the Teacher, Ministers are chiefly responsible in the Fellowship at large for teaching, mentoring, and counseling their fellow members regarding the system of ideas, the disciplines, and the counsels taught and practiced in the Fellowship, and are also responsible for maintaining the integrity of the teaching and ensuring that counseling remains consistent with the teachings and practices of the Fellowship. Ministers are also responsible for ministering to the needs of members by performing such other forms of spiritual service as may be needed. Ministers may also be asked by the Teacher or the Fellowship Council to perform such other duties as the Fellowship may require.

3.1.3 Confidentiality

As an authorized spiritual counselor, a Minister is required to keep confidential any communication that a Fellowship member may make to the Minister in confidence, and such communications are privileged to the extent the law allows. Such requirement of confidentiality is maintained if the Minister believes it necessary to consult the Teacher or another Minister regarding the situation about which such member has sought counseling, and the member consents to such consultation.

3.1.4 Qualifications of the Ministry

The ordinary qualifications and requirements for the Ministry include a long-term demonstration of commitment to the three lines of work, sufficient knowledge and understanding of the teaching and ability to apply it, and the capacity to teach and to counsel effectively. In addition, the life circumstances of a Minister must allow him or her to exercise the role effectively. To the extent possible, candidates for the Ministry should have spent time at Apollo working and receiving instruction from the Ministers who reside or frequently visit there. Additional qualifications may be established from time to time according to the needs of the Church by the Teacher or by a majority of a quorum of the Fellowship Council at a duly organized meeting of the same.

3.1.5 Fullness and Collegiality of the Ministry

The Fellowship Ministry is collegial both in teaching and the confirmation of ministerial ordinations. All Ministers participate in the fullness of the Ministry, and the exercise of their Ministry is at large in the Church. The jurisdiction over the ministerial and spiritual affairs of the Fellowship, including the authority to ordain Ministers, is permanently the province of the Teacher and the Fellowship Council.

3.2 The Ordination of Ministers and Their Responsibilities

3.2.1 Ordination of Ministers

Ordination of Ministers shall be made by the Teacher or by the majority of a quorum of the Fellowship Council at a duly organized meeting of the same. The ordination of a Minister of the Fellowship is ordinarily for life unless the needs of the Church indicate otherwise. The Secretary of the Fellowship Council shall record the ordination in the transactions of the Fellowship Council and shall announce it to the Board of Directors and to the recipient of such ordination.

3.2.2 Scope of the Ministerial Commission

Ministers shall be commissioned to serve in a particular role on the basis of merit and the needs of the Church. In the event of the nullification or resignation of a person's commission, he shall cease immediately to exercise such role. The Fellowship Ministry is intended for ministration only to Fellowship members and their immediate families.

3.2.3 Levels of Minsters

As the needs of the Church require, the Teacher, or the majority of a quorum of the Fellowship Council at a duly organized meeting of the same, may establish types or levels of Ministers, and define the qualifications, duties, and responsibilities thereof. However, regardless of any difference in level, all ordained Ministers partake in the fullness and collegiality of the Ministry as defined in Canon 3.1.5.

3.2.4 Review, Nullification, and Reinstatement of Ministerial Ordinations

The ordination of a Minister of the Church may be nullified by the Teacher or by a vote of a majority of the members of the Fellowship Council present at a duly organized meeting thereof. Except in cases wherein charges of malfeasance, misfeasance, or nonfeasance are brought and substantiated against a Minister in accordance with the By-Laws of the Church, nullification of the commission of a Minister of the Church shall be based either upon the needs of the Church, or the inculpable incapacity of such Minister, or both. A former Minister may be reinstated by the regular ordination procedure at any time that the needs of the Church so require.

Ministerial ordinations shall be also subject to review by the Board of Directors, which shall, by a vote of two-thirds of its members present at a duly constituted meeting thereof, be empowered to initiate the procedure of nullifying the commission of a Minister of the Fellowship by showing cause for such nullification. In such case, the Secretary of the Board of Directors shall notify the Teacher and the Fellowship Council of the action taken. Such commission shall be nullified unless, within forty (40) days of receipt of such notice, the Fellowship Council by a vote of two-thirds of its members present at a duly constituted meeting thereof in conjunction with the Teacher shall uphold such commission.

3.2.5 Charges of Malfeasance, Misfeasance, or Nonfeasance

In the event that any charges of malfeasance, misfeasance, or nonfeasance are brought against any Minister of the Church, such charges shall be reviewed, investigated, and resolved according to the provisions in the By-Laws of the Church regarding such charges.

3.2.6 Resignation from Ministerial Status

A Minister of the Fellowship may resign his position by so notifying the Teacher or the Fellowship Council. The Secretary of the Fellowship Council shall record any such resignation in the transactions of the Fellowship Council and announce it to the Board of Directors.

3.2.7 Conditions of Automatic Nullification of Ministerial Status

The ordination of a person as a Minister of the Fellowship is automatically and immediately nullified either by his withdrawal or dismissal from membership in the Fellowship.

3.2.8 Administration of Ceremonies and Authority and Responsibilities Regarding Marriage Contracts

Ministers of the Fellowship of Friends are responsible for administering Fellowship ceremonies at the request of Fellowship members in the centers in which they reside or visit. The basic form of ceremonies used in the Fellowship is determined by the Council, although the participants in the ceremony, with the guidance of a Fellowship Minister, may modify the form of the ceremony in accordance with local customs and/or their own preferences. Ministers of the Church are authorized to solemnize the marriages of Fellowship members both according to the legal provisions regarding marriage contracts in the state or nation wherein the marriage is to be solemnized and also to the standards established by the Teacher and Fellowship Council. The Minister shall inform the Fellowship Council of the names of the persons whose marriage he has solemnized, the place and date of the marriage, and the names of the two principal witnesses. In instances wherein a Minister of the Fellowship is not also legally empowered to witness a valid marriage contract, such Minister shall inform the couple intending to marry of the necessity of arranging a valid contract with the civil authorities. In places where the local civil authorities grant legal authority to ministers of religion with respect to ceremonies other than marriage, all of the foregoing regarding a Fellowship Minister's duties and responsibilities with respect to marriage contracts applies to such additional ceremonies as well.

3.2.9 Ministerial Compensation and Employment

Ministers of the Fellowship may receive compensation from the Fellowship for the performance of ministerial duties. The amount of a Minister's salary is fixed by a resolution of the Board of Directors upon the advice of the Teacher or the Fellowship Council. A Minister is solely responsible for meeting the tax requirements pertaining to his ministerial income. Employment outside of the Fellowship may be necessary for Ministers who do not receive sufficient compensation from the Fellowship to support themselves adequately.

3.2.10 Limitations Regarding Fees and Gifts

Ministers may not solicit fees or gifts from members for performing ceremonies or any other duties. Ministers may, however, accept modest gifts from members for performing ceremonies and on other occasions as long as such gifts are freely offered and are in keeping with the scale of the service rendered.

3.3 The Selection and Commissioning of Center Directors and Their Responsibilities

3.3.1 Center Directors as Sharers in the Ministry

Center directors share in the Fellowship Ministry to the extent that, during their term of directorship, they are responsible for teaching and otherwise performing ministerial duties as described in this section within the centers to which they have been appointed. Consequently, the Fellowship qualifies them as Lay Ministers. Center directors who are also ordained Ministers of course participate in the fullness of the Ministry.

3.3.2 Commissioning of Center Directors as Lay Ministers

Center directors shall be commissioned as Lay Ministers on the basis of merit and the needs of the Church. The commission of center directors shall be made by the Teacher or by a majority vote of a quorum of the Fellowship Council at a duly organized meeting thereof. Likewise, the termination of the commission of a center director shall be made by the Teacher or by a majority vote of a quorum of the Fellowship Council at a duly organized meeting thereof. The Secretary of the Fellowship Council shall record the commission, or termination of a commission, of a center director in the transactions of the Fellowship Council and shall announce it to the Board of Directors and to the recipient of such action.

3.3.3 Assignment of Responsibilities in a Designated Center

Center directors shall be assigned to serve in a designated center and may be transferred to direct another center by the same procedure indicated above regarding commissioning of center directors. No fixed term of service for center directors is stipulated; center directors, however, are ordinarily replaced after serving some number of years in that capacity or at any time that the needs of the Church so require. A person whose commission as center director has been terminated may at any subsequent time be recommissioned center director in any center as the needs of the Fellowship may require. Except in cases wherein charges of malfeasance, misfeasance, or nonfeasance are brought and substantiated, as provided in the By-Laws, termination of the commission of a center director shall be based upon either the needs of the Fellowship or the inculpable incapacity of such center director, or both.

3.3.4 Charges of Malfeasance, Misfeasance, or Nonfeasance

In the event that any charges of malfeasance, misfeasance, or nonfeasance are brought against any center director, such charges shall be reviewed, investigated, and resolved according to the provisions in the By-Laws regarding such charges.

3.3.5 Resignation of Commission

A center director may resign his or her commission by so notifying the Teacher or the Fellowship Council. The Secretary of the Fellowship Council shall record any such resignation in the transactions of the Fellowship Council and announce it to the Board of Directors.

3.3.6 Conditions of Automatic Nullification of Commission

The commission of a person as a center director is automatically and immediately nullified either by withdrawal or dismissal from membership in the Fellowship.

3.3.7 Provisions Applicable to Ministers and Center Directors

Canons 3.1.1, 3.1.2, 3.1.3 and 3.1.4 apply also to center directors; Canon 3.3.1 further specifies the role of center directors. Likewise, Canons 3.2.8, 3.2.9 and 3.2.10 apply to center directors, except that they may administer Fellowship ceremonies only in the center to which they have been appointed, unless the Teacher or the Fellowship Council authorizes them in a specific instance to administer a ceremony in another center. Center directors, therefore, may solemnize the marriages of Fellowship members only in the centers of which they are the director; at least one person of the couple intending to marry shall be a member of such center. Center directors shall provide the Fellowship Council with the information called for in Canon 3.2.8 and adhere to all the other requirements indicated therein.

3.3.8 Basic Responsibilities of Center Directors

Center directorships are collegial: customarily, a man and a woman are designated to serve as co-directors of a center. Center directors are chiefly responsible for leading center meetings, and, to the extent necessary, directing other center functions intended to promote the members' learning, working, and being together. They are also responsible for the prudent administration of the center; however, they may delegate administrative responsibilities to other capable members, and indeed are encouraged to provide opportunities for members to work for others and for the Fellowship. In addition, center directors are responsible for cooperating with the Teacher and the Fellowship Council, as well as with other members charged with specific responsibilities by the same, such as guest traveling teachers and regional coordinators. Directors of a center should approach their common task in the spirit of cooperation and service to the members and the Fellowship. And because one must teach in order to continue learning, center directors need to encourage other members also to teach.

3.3.9 Teaching and Meetings

A variety of approaches to the teaching is valid as long as the teachings and practices of the Fellowship are discussed and taught in a responsible and respectful manner. The behavior of members at Fellowship functions should be governed by the teaching and practices of the Fellowship. A member who is scheduled to lead a meeting is advised, to the extent possible, to spend time beforehand in reflection and study, and otherwise to make suitable preparation.

3.3.10 Introduction of Prospective Members to the Teaching and Their Admission to Membership

The center directors and the other elder supporting members in the center are responsible for advertising the Fellowship in their city or region and for presenting the basic knowledge of the teaching to prospective members who sincerely seek it. The center directors may then admit to membership such persons whom they determine are appropriately prepared. The requirements for membership are stipulated in Canon 2.1.1.

3.3.11 Resolution of Difficulties in the Center

Matters of discipline or other difficulties that cannot be resolved by center directors should be referred to guest traveling teachers, to a regional coordinator, or, if necessary, to the Fellowship Council or the Teacher. To avoid augmenting difficulties, center directors are advised to be discrete about discussing such matters with members in the center.

3.4 Regional Coordinators

The Teacher or the Fellowship Council may appoint center directors or other qualified members to serve as regional coordinators for several centers in a designated region; such appointments may be for a specific purpose or for the general coordination of the work of the centers in the region, and of those centers with other centers and with the Fellowship as a whole. In times when guest traveling teachers cannot be sent regularly, regional coordinators may help the centers in their regions by personally visiting such centers, or by arranging for other directors or elder members in the region to visit centers, or both. A regional coordinator, however, shall not fulfill the role assigned to center directors except in a center of which he has been appointed director.

3.5 Guest Traveling Teachers

3.5.1 Role of Guest Traveling Teachers

From time to time, centers receive guest traveling teachers, whose responsibilities include teaching and counseling the members, encouraging them in their practical work and efforts to awaken, and, as more disinterested parties, suggesting ways of resolving difficulties that the center directors or others in the center may need help in understanding. Any Minister or center director may be assigned to visit centers in this capacity. Any other member may also be so assigned whenever the Teacher or the Fellowship Council determines that a center or centers may benefit from such a person's experience in the Fellowship and his capacity for teaching and counseling.

3.5.2 Assignment of Guest Traveling Teachers

The Fellowship Council ordinarily shall designate one or more of its members as coordinators to collaborate with the Teacher in assigning guest traveling teachers to designated centers. The coordinators shall inform the guest traveling teacher of his duties and the financial and other policies pertaining to him, as determined by the Teacher, the Fellowship Council and the Board of Directors. The coordinators shall also receive reports from the guest traveling teachers regarding the welfare of the centers and any other information useful to the Fellowship in connection with their visits, and shall report such information to the Teacher, the Fellowship Council, and the Board of Directors as may be appropriate.

3.6 Religious Orders

To better serve both the needs of the Church and the spiritual development of the members, Religious Orders may be established by the Teacher or by a majority vote of a quorum of the Fellowship Council at a duly organized meeting thereof. In establishing a religious order, the Teacher and the Council shall define its specific aims and purposes, the rules by which it will be governed, the qualifications for membership, and the methods by which members may be inducted. If the Council determines that a religious order no longer fulfills its stated aims and purposes, the Council may either institute changes in the definitions under which the order is established and operates, or, in consultation with the Teacher, may disband the order by a majority vote of a quorum at a duly organized meeting thereof. The Dean shall report any establishment or disbanding of a religious order to the Board of Directors.

Form Serves Presence

Bernard of Clairvaux: The monastery is truly a paradise, a region fortified with the ramparts of discipline.

Plato: We should run our public and our private life, our homes and our cities in obedience to what little spark of immortality lies within us.

Ancient Egyptian aphorism: Organization is impossible unless those who know the laws of harmony lay the foundation.

Walt Whitman: The best culture will always be that of the manly and courageous instincts, and loving perceptions, and of self-respect.

Jalaluddin Rumi: The external form is for the sake of something unseen.

IV.

THE FELLOWSHIP COUNCIL

4.1 General Jurisdiction

Together with the Teacher, the Fellowship Council shall have jurisdiction over the ministerial and spiritual affairs of the Church. However, whereas the Teacher's authority as defined in Canon 1.2 is absolute, the Council is essentially an extension of the Teacher, and consequently all actions taken by the Council are subject to modification or nullification by the Teacher at his sole discretion. Therefore, the Council must report all of its actions to the Teacher in a timely fashion, and should work with him in a spirit of cooperation and service, both to the members of the Fellowship and to Higher Forces.

4.2 The Organization of the Fellowship Council

4.2.1 Qualification and Election of Councilors

The members of the Fellowship Council shall be called Councilors. Councilors shall be elected by a majority of a quorum of the Voting Members of the Fellowship at the annual meeting thereof, and shall serve for one year. They may be re-elected to serve on an annual basis. The membership of the Council, including the officers, shall number at least five (5). The maximum number of Councilors shall be twelve (12). Vacancies on the Council, including either of the officers' positions, shall be filled within ninety (90) days from the date of the occurrence. A majority of a quorum at a duly constituted meeting of the Council shall be empowered to elect a Councilor or officer to fill such vacancy until the date of the next regular elections.

4.2.2 Removal of Councilors

Councilors may be removed from the Council by a majority of the current membership of the Council.

4.2.3 The Role of the Council and the Duties and Responsibilities of Councilors

The Council oversees the health and circulation in the centers worldwide, including Apollo, and ensures that the transmission of the teaching is accurate, consistent, and vital. It also monitors the spiritual health of the membership and, to the extent possible, provides whatever is needed to promote their continued spiritual growth.

In order for the Council to fulfill its mission, Councilors must keep abreast of the teaching, and in particular, are expected to be aware of the directions, instructions, and suggestions of the Teacher as they relate to the spiritual life of Apollo, the centers, and the School as a whole. Councilors also encourage and support individual students and help them find opportunities to serve.

4.2.4 Officers

The officers of the Fellowship Council shall consist of a Dean and a Secretary. At the Dean's discretion, an Assistant Dean may be named, who may be called upon to step in as Dean in the event of the Dean's absence or incapacity.

4.2.5 The Responsibilities of the Dean of the Fellowship Council

The responsibilities of the Dean shall include:

- To preside over all meetings of the Fellowship Council;
- To represent the Fellowship Council, or to designate another member thereof to do so, at the Board of Directors meeting and on all other appropriate occasions;
- To report all activities of the Council to the Teacher, and to consult with the Teacher concerning how his wishes may be actualized in areas over which the Council exercises jurisdiction;
- To bring before the Fellowship Council such matters as are their concern, and otherwise to provide leadership in carrying out the Council's responsibilities;
- To appoint a Councilor to serve as Acting Secretary in the event of the temporary absence or incapacity of the Secretary;
- To perform any other duties as may from time to time be delegated to him or her by the Teacher or the Fellowship Council.

4.2.6 Responsibilities of the Secretary of the Fellowship Council

The responsibilities of the Secretary shall include:

- To maintain accurate records of all transactions of the Fellowship Council; to communicate transactions of the Fellowship Council to the Board of Directors and to any Fellowship members to whom such transactions apply;
- To maintain a roll of the center directors, and also a registry of marriages solemnized by Ministers of the Church and center directors, and of other ceremonies performed, as the Council may designate;
- To maintain a record in the Minutes of the Council of any member ordained as a Minister; and of any member inducted into a religious order;
- In consultation with the Dean, to inform Councilors of the time and place of special meetings in a timely manner, to prepare meeting agendas, and otherwise to expedite the business of the Fellowship Council;
- In the event that the Dean has not previously designated an Assistant Dean, to serve as acting Dean in the event of the Dean's temporary absence or incapacity;
- To perform any other duties as may from time to time be delegated to him or her by the Fellowship Council or the Dean.

4.2.7 Consultants

The Fellowship Council, by majority vote of a quorum present at a duly organized meeting thereof, may appoint any Fellowship member to be a consultant to the Council in any area in which it has a proper concern. Consultants, however, shall not vote or in other ways participate as Councilors.

4.2.8 Meetings

Meetings of the Fellowship Council shall be held at such time and place as determined by a majority of the quorum present before the close of the previous duly organized meeting of the Council, but no less than four times annually at regular quarterly intervals. Whenever the welfare of the Fellowship so requires, the Dean, or the acting Dean in case of the Dean's absence or incapacity, may call special meetings of the Council, provided that each Councilor is informed in a timely manner of the time and place of such a meeting.

4.2.9 Meeting Procedures

A standard format for Fellowship Council meetings may be adopted by a majority vote of the Councilors. Such format shall be subject to modification by a majority vote of a quorum of Councilors present at a duly organized meeting of the Council. In the absence of any resolution by the Council regarding rules governing meetings, meetings shall be governed by Robert's Rules of Order, Revised. All rules of procedure shall be subject to the provisions of the Fellowship's Articles of Incorporation and By-Laws and to the laws of the State of California. A quorum for meetings shall be a majority of the Councilors.

4.2.10 Administrative Committee and Council Organization

The Dean, the Secretary, the Assistant Dean if one has been named, and any such other Councilor as the Council may designate, shall constitute the Administrative Committee of the Council and be authorized to carry on such Council business as the Council may deem appropriate. The Administrative Committee, in the person of the Dean or any other Councilor in the Dean's absence, shall be empowered to act appropriately in situations that concern the spiritual welfare of the Fellowship or any of its members and that require immediate attention. Such actions shall be reported to the Council at the next duly organized meeting thereof; such actions shall be invalid if undertaken to circumvent the ordinary jurisdiction of the Teacher, or the Council, or both.

4.2.11 Committees and Sub-Committees

To aid it in the exercise of its duties and responsibilities, the Council may establish such committees and sub-committees as it deems necessary. Any such committees or sub-committees may consist of Councilors or other such Fellowship members as the Council deems appropriate or both.

4.3. Specific Jurisdiction of the Fellowship Council

The Fellowship Council shall have jurisdiction over the ministerial and spiritual affairs of the Fellowship as described in this Canon 4.3, and over any others that the Council or the Teacher may deem appropriate and consistent with the teachings and practices of the Church.

4.3.1 Ministers and Center Directors

The Fellowship Council shall instruct, examine, and nominate candidates for the Ministry and center directorships; train and commission center directors, and exercise jurisdiction over and counsel them in the assignment and performance of their responsibilities as indicated in Chapter 3 of the Canons.

4.3.2 Center Support

The Fellowship Council shall support Fellowship centers in their aims as indicated in Canons 2.3 and 2.4. This support shall include: the enlistment of members to reside in centers that require the support of additional, elder members; the study of cities and regions where new centers might be established or where circumstances warrant the disestablishment of a center; the guidance of center directors concerning appropriate and effective means of advertising and presenting the teaching to prospective members; and the coordination of visits by guest traveling teachers to centers.

4.3.3 Visiting Apollo

Pursuant to Canon 2.2, the Fellowship Council shall provide encouragement and support to members who wish to visit Apollo, and develop programs that facilitate such visits, both for short- and longer-term stays.

4.3.4 Support of Members Who Experience Difficulties

With the help of center directors and other senior members, the Fellowship Council shall monitor the behavior of Fellowship members to ensure that it meets the standards of membership, both in terms of physical and psychological health and in terms of the disciplines and teachings of the Fellowship; and provide the appropriate help and/or disciplinary measures needed to encourage the individual's pursuit of Divine Presence whenever his or her behavior fails to meet those standards.

4.3.5 Information and Publications

The Fellowship Council shall serve as a clearinghouse and distributor of information necessary or beneficial to Fellowship members; cooperate with the Teacher in the issuing of the publications distributed under the auspices of the Fellowship as instruments of teaching; communicate through center directors from time to time by letter, word of mouth, or electronically, information and directives to Fellowship members; and maintain and distribute current information about the activities and services at Apollo to enable visiting Fellowship members to take full advantage of the available opportunities.

4.3.6 Donation Policies

The Fellowship Council shall monitor the effect of donation policies on the members of the Fellowship, amend those policies according to the procedures stipulated in Canon 2.5 as necessary in order to better serve the needs of Fellowship or its members, and advise the Board of Directors and the Teacher accordingly.

4.3.7 Education

The Fellowship Council shall support the efforts of Fellowship members to provide for the education of the membership in literature and the humanities, the fine arts, and the performing arts in order to foster spiritual growth and higher culture; the Council shall also support and provide guidance for the efforts of parents to educate their children.

4.3.8 Funerals and Burial Service

The Fellowship Council shall provide for the burial of the mortal remains of Fellowship members in the Apollo Cemetery, and shall establish standards and policies regarding funerals and burials.

4.3.9 Requesting Necessary Funds

The Fellowship Council shall request the Board of Directors to allocate such funds that are deemed necessary to promote the spiritual aims of the Church.

4.3.10 Ceremonies

The Fellowship Council shall prepare guidelines for ceremonies intended to mark the principal milestones in the lives of members and their families; monitor the way in which such ceremonies are performed; and ensure that the requirements of Canon 3.2.8 regarding the administration of ceremonies are properly fulfilled.

4.3.11 Religious Orders

The Fellowship Council shall establish religious orders as described in Canon 3.6, and oversee them to ensure that they continue to meet the purposes for which they were established, in terms of serving both the needs of the Church and the spiritual development of the members of any such orders.

The best government teaches men to govern themselves.

Aristotle

Behold how good and pleasant it is for brothers to dwell together in unity.

Psalms

Of ou need more help than you know.

Jalaluddin Rumi

The more virtue is exercised, the more radiant it is, and the more ready it is to serve.

Bernard of Clairvaux



This version of the Canons of the fellowship of Friends was approved on December 12, 2009 from the Council and the Board of Directors

TAB B

TAB B

BOE-267 (P1) REV. 12 (06-11)

CLAIM FOR WELFARE EXEMPTION (FIRST FILING)

(For new locations and/or in-lieu of preprinted claim form BOE-267-A)

To receive the full exemption, a claimant must complete and file this form with the Assessor by February 15, or within 30 days of the date of Notice of Supplemental Assessment, whichever comes first.

BRUCE STOTTLEMEYER YUBA COUNTY ASSESSOR 915 8th Street, Suite 101 Marysville, CA 95901-5273 (530) 749-7820

IDENTIFICATION OF APPLICANT				
Name of Organization		Corporate ID No (if any)		Check, if changed within the last year:
The Fellowship of Friends, Inc.		622511		Mailing address
Mailing address (number and street)				Corporate name
P.O. Box 100				Organization's formative document (amendment to articles of incorporation)
City, State, Zip Code	18 JAN 18 18 18 18 18 18 18 18 18 18 18 18 18	THE PROPERTY OF THE PROPERTY O	***************************************	constitution, trust instrument, articles (organization)
Oregon House, CA 95962				
Organizational Clearance Certificate (OCC)				Board of Equalization (Board), and a
Number: 21181	copy of the findi	ng sheet issued by the	Board.	
If you do not have an OCC, have you filed a claim for an OCC with the Board? Yes No	If No, see instr	uctions for obtaining	an OCC.	
PRIOR YEAR FILINGS	- / -	A THE COLUMN ASSESSMENT ASSESSMEN		
Has the organization filed for the welfare exemption in this	s county in prior ye	ers? 🗹 Yes 🔲 No	If Yes, state	e: (a) letest year filed: 2009
Exact name of organization under which filed: Fellows				
IDENTIFICATION OF PROPERTY				
Address of property (number and street)			City, State,	
12607 Rices Crossing Rd.				House, CA 95962
2. Is this a new location this year? ☐ Yes ☑ No 3. When was the pro			(see ins	ear of claim structions): 20 <u>08</u> - 20 <u>09</u>
 Real property. If claiming an exemption for real property, on what date was the property acquired? 06/7 		r's Parcel Number or legal 60-008-000; see a		ed map
5.(a) Land. If seeking an exemption on land, provide the I (2) Primary and incidental use of the property descrit See attached.		in acres or square feet:	3.10 acr	es
5.(b) Building or Improvements: If seeking an exemption (1) Building number or name, number of floors, type One (1) building, known as The Galleria, is located on the (2) Primary and incidental use of the property describ	of construction: e parcel. The Gall		_	
See attached. 6. Personal Property: If seeking an exemption on person	nal property, provid	e the following:		
(a) Personal Property description (type):	property, process			
See attached. (b) Primary and incidental use of the property describes attached.	bed:			
7. Owner and operator: (check applicable boxes)	·		***************************************	VII.
Claimant is: Owner and operator Own	eronly 🗀 Ope	ator only		
and claims exemption on all 📝 Land 📝 Build	dings and improver	nents and/or 🗹 P	ersonal prop	perty listed above
if persons or organizations other than the claimant use, and square footage used.	use this property	, píease provide on ar	attached I	ist: the name of the user, frequency of
FOR ASSESSOR'S USE ONLY				during normal business
		nouts i	or accuracy	iai ii) onikauon r
Received by (Assessor's designee)	NAME Grant	lolman		
of County of Oily) (date)	V44.60	HONE NUMBER		MAIL ADDRESS
(Later)) 692-2222 x8217		greg@beingpresent.org
The Branch of A. Martin Tollander, Milliand Control of Penni	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	1		J C-G

BOE-287 (P2) REV. 12 (08-	-11)	
USE OF PROPERTY	nce January 1 of prior year)?	
	ne properly described rented, leased, or being used or operated part time or full time by so If Yes, describe that portion and its use and attach a copy of the agreement, and list:	orna other person or organization? the amount received by claimant.
,		
(b) is any equipment of the second of the se	or other property at this location being leased, rented, or consigned from someone else? If Yes, list equipment and other property at this location that is being leased, rented list the name and address of lessor or consignor and the quantity and description of Property so listed is not subject to the exemption, and will be assessed by the Assess	of the property, and altach to the claim.
9. Living quarters (sind is any portion of the parties \(\bar{L} \) No See attached.	ce January 1 of prior year) properly used for living quarters (other than low-income housing or housing for the elderly of if Yes, describe that portion.	or handicapped) for any person?
	Submit documentation that the housing is incidental to and reasonably necessary for organization. (If living quarters are associated with a rehabilitation program, submit B	the exempt purposes of the IOE-267-R. See Instructions.)
10. Sate of personal pi (a) is any portion of the Yes 12 No	roperty (since January 1 of prior year)? the property used to operate a store, thrift shop, or other facility making sales to members of it Yes, (1) list the hours per week the business is operated and; (2) describe the nature of articles sold:	or the general public?
(b) is the property us	ed as a thrift shop as part of a planned, formal rehabilitation program? If Yes, submit BOE-267-R.	
11. Low-income Housi	ng	
is this property used	i as low-income housing?	
☐Yes ☑No	If Yes and the property is owned by a nonprofit organization or limited liability compa Yes and the property is owned by a limited partnership, BOE-267-L1 must be submit	
12. Elderly or handica	pped Mousing I as a facility for the elderly or handicapped?	
Yes Z No	If Yes, BOE-267-H must be submitted unless care or services are provided or the proposemment under sections 202, 231, 236, or 811 of the Federal Public Laws.	operty is financed by the federal
13. Expansion Do you contemplate Yes No	any capital investment in the property within the next year? If Yes, explain:	
14. Is the property for w section 512 of the Ir	thich this exemption is sought used for activities that produce income that is "unrelated but itemal Revenue Code and that is subject to the tax imposed by section 511 of the Internal II Yes, you must attach to this claim each of the following:	siness taxable income," as defined in Revenue Code?
(2) A statement setti where applicable, a (3) A statement listin (4) A statement setti	n's information and tax returns filed with the internal Revenue Service for its immediately ping forth the amount of time devoted to the organization's income-producing and nonincome description of that portion of the property in which those activities are conducted, by the specific activities which produce the unrelated business taxable income, ing forth the amount of income of the organization that is attributable to activities in the sta	ne-producing activities, and, ste and is exempt from income or
	n, and the amount of total income of the organization that is attributable to activities in the	State.
15. Please check the fol	s used for the actual operation of the exempt activity.	
The property i	is not used or operated by the owner or by any other person so as to benefit any officer, truntibutor, or bondholder of the owner or operator, or any other person, through the distribut Impensations, or the more advantageous pursuit of the business or profession.	ustee, director, shareholder, member, lion of profits, payment of excessive
The property incident	is not used by the owners or members for fraternal or lodge purposes, or for social club puntal to a primary religious, hospital, scientific, or charitable purpose.	rposes except where such use is
Attach to this claim a	s relating exclusively to this property's location. a copy of your operating statement (income, expenses) and balance sheet (assets, liabilitie acading the claim year.	es) for the calender or fiscal
	CERTIFICATION	***************************************
I certify (or declare) und	der penally of perjury under the laws of the State of California that the foregoing and all infl penying statements or documents, is true, correct and complete to the best of my knowle	formation hareon, including any accom- dge and belief.
NAME OF PERSON MAKING	LAW	IIILE Procident
Greg Holman	DISA FI MI	President
SIGNATURE OF PERSON MA	29 to Man	7-25-12
. \		

The Fellowship of Friends, Inc. Attachment to BOE-267, Claim for Welfare Exemption (First Filing)

Organizational Clearance Certificate

Attached hereto as Exhibit 1 please find a copy of the Organizational Clearance Certificate issued by the State Board of Equalization (the "BOE") to The Fellowship of Friends, Inc. (the "Fellowship"), along with a copy of the Organizational Clearance Certificate Finding Sheet issued by the BOE. The Fellowship's Organizational Clearance Certificate was issued on July 28, 2009, and states 2006-2007 as the fiscal year first qualified. The Fellowship's Organizational Clearance Certificate has not been revoked and, accordingly, is still in effect.

Line 4, Fiscal year of claim

The Fellowship seeks the welfare exemption for the property described in this claim for fiscal years 2008-2009 through 2012-2013. The Fellowship understands that it is submitting a late claim with respect to all fiscal years for which exemption is sought hereunder. If and when the exemption is granted, the Fellowship intends to file for a refund of property taxes paid with respect to the subject property for the fiscal years at issue.

Line 5, Legal description of real property

As stated on the claim form, the Assessor's Parcel Number for the real property for which exemption is sought is 048-260-008-000. Please find attached as Exhibit 2-A a copy of Assessor's Map Book 48, Page 26, showing the subject parcel (denoted with a circled 8). Please also find attached as Exhibit 2-B a map prepared by the Fellowship that displays the subject parcel (shown in purple and referred to on the map as "Parcel 4") in relation to other nearby parcels also owned by the Fellowship. The Fellowship is seeking exemption hereunder only for property located on APN 048-260-008-000; exemption is not being sought for property located on any other Fellowship parcel. For further reference, we have also attached as Exhibit 3 an aerial photograph that shows APN 048-260-008-000 in relation to adjacent parcels.

For clarification, please note that although the Organizational Clearance Certificate Finding Sheet (see Exhibit 1) states that a "wholly owned subsidiary vineyard and winery is operated on this property," the vineyard and winery are not located on APN 048-260-008-000. Rather, as indicated on the map attached as Exhibit 2-B, the vineyard and winery are located on an adjacent parcel.

Line 5(a)(2), Primary and incidental use of the land

The 3.10 acre parcel of land for which is exemption is sought (referred to hereinafter as "Parcel 4") is used exclusively for religious worship and other religious purposes.

By way of background, the Fellowship is, and has been since its establishment in 1971, recognized by the Internal Revenue Service as a tax-exempt church. As described in the introduction to the Fellowship's formal canons (the "Canons"), a copy of which is attached hereto as Exhibit 4, the principles of the Fellowship are based on universal mystical religious teachings that transmit the art and science of recognizing and experiencing Divine Presence. As a non-denominational church, the Fellowship draws upon all major religious traditions, including Judaism, Christianity, Hinduism, Buddhism, and Islam. (See Canon 1.3) As further explained in Canon 1.3, the teaching of the Fellowship is also based on the works of eminent philosophers, writers, and artists, including George Gurdjieff and Peter Ouspensky. The teaching and practices of the Fellowship are aimed at promoting each member's practical work to reach Divine Presence and so to contact and strengthen the immortal Higher Self. (See Canon 1.4.)

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The Fellowship of Friends, Inc. Attachment to BOE-267, Claim for Welfare Exemption (First Filing)

The courts have defined "religion" as having the following elements: (1) a belief, not necessarily referring to supernatural powers; (2) a cult involving a gregarious association openly expressing the belief; (3) a system of moral practice directly resulting from adherence to the belief; and (4) an organization within the cult designed to observe the tenets of the belief. (Fellowship of Humanity v. Alameda County (1957) 153 Cal.App.2d 673, 693.) In this context, a "cult" simply means a group of people who follow a system of religious beliefs and rituals. It is well-settled that the content of a religious belief, or examination of the truth or validity of the religious belief, are not matters of governmental concern; at the same time, the assessor is justified in determining whether a claimant for property tax exemption holds the belief honestly and in good faith. (See Assessors' Handbook Section 267, October 2004 (hereinafter "AH 267"), Part II, Chapter 1, pp. 1-2.)

In the *Fellowship of Humanity* case, the court also defined "worship" as "any lawful means of formally observing the tenets of the cult." This generally means traditional ceremonial functions, such as regularly scheduled services with the attendance and participation of the complete congregation; however, other ancillary services which are sacramental in nature (such as baptisms, confirmations, weddings, funerals, and other comparable ceremonies) meet the definition although the presence of the entire congregation is not required. (See AH 267, Part II, Chapter 1, p. 2.)

The religious purposes for which the Fellowship uses Parcel 4 are as follows:

- Religious worship. Throughout the week, the Fellowship conducts formal services (referred to as "meetings") and other ceremonial religious events in the Galleria, the only building located on Parcel 4. In a typical week, there will be a meeting on Wednesday evening, an event Thursday evening, a meeting Friday evening, an event Friday evening following the meeting, an event Saturday evening, a meeting Sunday morning, and an event Sunday afternoon or evening. The meetings follow a structured format, including the presentation of religious subject matter, ministerial commentary and instruction, visual aids, and readings from members of the congregation. The ceremonial religious events include dinners and other meals and gatherings that are presided over by the Founding Minister, other Fellowship ministers, or church elders. The events are sacramental in nature (and thus fall under the definition of "worship" cited above), in that they include the formal presentation of religious subject matter and are specifically designed to promote spiritual inspiration and Divine Presence in the Fellowship members in attendance. As such, the events are considered by the Fellowship to constitute the formal observance of Fellowship principles and tenets – in other words, through their participation in the events, Fellowship members formally practice their religion. In general, these ceremonial religious events are open exclusively to Fellowship members. On very infrequent occasions, non-members of the Fellowship are invited to attend as guests.
- Other Religious Purposes. The Galleria is also used for the conduct of other
 religious activities, including religious discussion groups and teaching sessions;
 individual prayer and meditation; preparation by the Founding Minister and his
 assistants for formal religious services; consultations and meetings between
 Fellowship ministers and/or other Fellowship officials, or between Fellowship

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The Fellowship of Friends, Inc. Attachment to BOE-267, Claim for Welfare Exemption (First Filing)

ministers and individual Fellowship members, on religious matters; and religious contemplation of the fine and performing arts by Fellowship members (both on an individual basis and in groups), including through concerts and other performances held in the Galleria, as well as through contemplation and study of the Fellowship's extensive collections of books and art and antiquities (including paintings, sculptures/statuary, prints, tapestries, musical instruments, and furnishings), both of which collections are housed in the Galleria. As expressed in the Canons, the arts occupy an essential place in the methods and practices of the Fellowship, and all forms of art – including poetry, song, dance, theater, visual art, and architecture – are considered vehicles for transmitting the methods of developing the immortal state of Divine Presence. (See Introduction to the Canons.) Thus, the Fellowship fosters an appreciation of activities such as music, visual art, and poetry, through which, according to Fellowship doctrine, the soul is ennobled and brought to higher spiritual planes.

Charges apply to certain of the religious activities conducted on Parcel 4. For example, there is a cost associated with attendance at formal dinners presided over by the Founding Minister. All activities to which charges apply constitute exempt activities of the Fellowship, however. Accordingly, the Fellowship is not engaged in "fundraising activities" by virtue of the charges collected from members who participate in religious activities to which charges apply. Rather, the charges attributable to these activities constitute earnings derived from the Fellowship's normal pursuit of its exempt purposes. In other words, the charges are a form of income from the Fellowship's conduct of its exempt activities – such that the Fellowship meets the requirement that its property is used in the actual operation of exempt activities.

Line 5(b)(2), Primary and incidental use of buildings/improvements

As explained in the response to Line 5(a)(2), the building known as the Galleria is the only building located on Parcel 4. The Galleria is considered by the Fellowship to be a religious sanctuary and is used exclusively for religious worship and other religious purposes, as explained in more detail in the response to Line 5(a)(2).

Line 6(a), Personal property description

The Fellowship seeks an exemption on all personal property located on Parcel 4. This consists of:

- The Fellowship's extensive collection of art and antiquities (including paintings, sculptures/statuary, prints, tapestries, musical instruments, and furnishings), which is located in the Galleria.
- The Fellowship's book collection, which is housed in the Galleria's library.
- Computers and related equipment, as well as miscellaneous household equipment necessary for the maintenance and upkeep of the Galleria.

Line 6(b), Primary and incidental use of personal property

As explained in the response to Line 5(a)(2), the Fellowship's collections of books and art and antiquities are used exclusively for religious purposes. As stated in the Canons, as an essential

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part of its teaching and practice, the Fellowship provides an environment of beauty, and encourages its members to seek and study artistic and natural impressions as a source of spiritual nourishment. (See Canon 1.4.) In the Fellowship, the use of the arts is means to purify the heart and develop directed attention. (See Canon 1.5.) This is because, according to Fellowship doctrine, the fine and performing arts, in all their various forms, not only provide methods of personal spiritual development, but also comply with the will of Higher Forces regarding the task of the Fellowship. (See Canon 1.5.) Accordingly, the items contained in the Fellowship's collections of books and art and antiquities are considered sacred objects, and the study and contemplation of these objects by Fellowship members is viewed as a profoundly sacred endeavor. As further expressed in Canon 1.5: "As Abbot Suger of St. Denis said, 'Man may rise to the contemplation of the divine through the senses.' And in the words of the Founding Minister, Robert Burton, 'Beauty creates its likeness in those who pursue it.'"

As explained in the response to Line 6(a), the Fellowship also has a small amount of computer equipment and miscellaneous household equipment located on Parcel 4. The computer equipment (which includes computers, printers, and projection screens) is used for religious teaching events. The household equipment (which includes kitchen equipment and cleaning equipment) is used exclusively for religious purposes in that it is reasonably necessary for the accomplishment of the religious purposes described in the response to Line 5(a)(2).

Line 7, Use of the property by persons or organizations other than the claimant

On an occasional basis (*i.e.*, not more than once a month), The Friends of the Goethe Academy, a California nonprofit public benefit corporation doing business as Apollo Arts ("Apollo Arts"), holds concerts and other performing arts presentations in the Galleria for Fellowship members. The Fellowship does not charge Apollo Arts for this occasional use of the Galleria. Apollo Arts, which exists for the purpose of developing and maintaining the Fellowship's music and dance program for the benefit and spiritual enrichment of Fellowship members, is exempt under Internal Revenue Code Section 501(c)(3) and Revenue and Taxation Code Section 23701d; a copy of Apollo Arts' valid, unrevoked letter from the Franchise Tax Board stating that Apollo Arts qualifies as an exempt organization under Revenue and Taxation Code Section 23701d is attached hereto as Exhibit 5.

In addition, The Elysian Society, a California nonprofit religious corporation, holds an annual fundraising event in the Galleria. The Elysian Society provides funeral and burial services to decedents practicing the tenets of the Fellowship; maintains, preserves, and improves a cemetery located on a separate parcel of property owned by the Fellowship (*i.e.*, not located on Parcel 4, the parcel for which exemption is sought hereunder); and provides end-of-life education, care, and assistance to Fellowship members. A copy of The Elysian Society's Articles of Incorporation is attached hereto as Exhibit 6. The Fellowship does not charge The Elysian Society for this once-a-year use. This annual event is not commercial in nature, nor does it compete with business enterprises, and the proceeds of the event are used to further The Elysian Society's exempt activities and purposes.

Although Apollo Arts (which qualifies for treatment as an "integrated auxiliary" of the Fellowship under IRS regulations) and The Elysian Society are separately incorporated entities, both are closely affiliated with the Fellowship. In that Apollo Arts and The Elysian Society are both organized and operated to serve Fellowship members, the purposes of both organizations

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are integrally related to the Fellowship's own religious purposes. Accordingly, the use of the Galleria by these organizations on an occasional basis serves to further the Fellowship's purposes and is therefore incidental to and reasonably necessary for the accomplishment of the Fellowship's own exempt purposes.

Line 8(b), Property being leased, rented, or consigned from someone else

In the current fiscal year (2012-2013), the Fellowship is displaying one piece of art that is on loan from a Fellowship member. No fee or other compensation is being paid by the Fellowship to the member based on the loaned artwork, such that this does not rise to the level of a lease, rental, or consignment arrangement. The loaned artwork is not carried or listed on the Fellowship's inventory, and the Fellowship is not seeking exemption for the loaned artwork.

Line 9, Living quarters

There is an approximately 384 square foot room in the Galleria that serves as the Founding Minister's living quarters when he is present on the property. Two other rooms in the Galleria (totaling approximately 200 square feet) are used as living quarters for Fellowship members who are selected to serve as caretakers of the property.

With regard to the provision by the Fellowship of living quarters for the Founding Minister (who is also referred to as the "Teacher"), the Canons confirm that the Fellowship has the established practice of providing living quarters to Fellowship members in furtherance of the Fellowship's religious purposes. (See, e.g., Canons 2.2, 3.1.4, 3.2.8, 4.3.2, and 4.3.3.) The Canons also clearly set forth the Teacher's role as the Fellowship's supreme spiritual leader: "The Fellowship recognizes both the spiritual primacy of the Teacher and his unique role as a vessel through which Higher Forces reveal their will regarding the Fellowship. He is the leader in realizing the practical aspects of the spiritual work and mission of the Fellowship." (See Canon 1.2.) Further, the Canons state the necessity and importance of circulation of the Teacher and members to the work of the Fellowship:

Frequent travel between Apollo and centers on the part of the Teacher, the Ministers, and other members is essential to the spiritual development of the membership. This circulation throughout the Fellowship ensures its well-being by fostering mutual understanding, cooperation, and spiritual and cultural growth...In addition, the journeys of the Teacher are necessary for him to fulfill his tasks of guiding the evolution of the members, of determining the opportune times and places to establish Fellowship centers, and of searching throughout the world for artifacts of past Schools and cultures that will provide aesthetic impressions for the spiritual nourishment of Fellowship members, and that could also serve as seminal forms to flourish again in future civilizations.

(See Canon 1.9.) Because of the central role he plays in the ministerial and spiritual affairs of the Fellowship, and because the Canons express the necessity of frequent travel on the part of the Teacher and confirm that the provision of housing to certain individuals as a means of furthering the Fellowship's religious purposes is an established practice of the Fellowship, it follows that the Fellowship's provision of living quarters to the Teacher on the occasions when he is in residence at the Galleria to conduct formal services, minister to Fellowship members, and otherwise fulfill his religious duties meets the standard articulated in Property Tax Rule 137 – *i.e.*, that the provision of living quarters to the Teacher is "institutionally necessary" for the

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operation of the Fellowship (in other words, that the use of the property by the Fellowship to provide living quarters to the Teacher is a use that is incidental to and reasonably necessary for the accomplishment of the Fellowship's religious purposes).

With regard to the provision by the Fellowship of living quarters for Fellowship members who are selected to serve as caretakers of the Galleria, this use of the property falls squarely within Property Tax Rule 137, Example No. 3, which states, in pertinent part, "Housing for caretakers or maintenance workers required to reside at the religious conclave facility is exempt as institutionally necessary." In the Fellowship's case, the Fellowship's policy is that the door to the Galleria is never locked. As explained above, the Galleria is considered by the Fellowship to be a religious sanctuary, and houses collections of valuable art, antiquities, and books which are used and maintained by the Fellowship for religious purposes. Accordingly, for security/caretaking purposes and also for the purposes of welcoming visiting Fellowship members who come to the Galleria to attend religious services and to participate in other religious activities, it is necessary for the Fellowship to have reliable Fellowship members present on the property 24 hours a day. Accordingly, the Fellowship's use of the property to provide living quarters to these caretakers is also a use that is incidental to and reasonably necessary for the accomplishment of the Fellowship's religious purposes.

Line 16, Financial statements

Attached hereto as Exhibit 7 are copies of the Fellowship's operating statement and balance sheet, both relating exclusively to the operation of the subject property, as of December 31, 2011.

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Exhibit 1

Organizational Clearance Certificate and Organizational Clearance Certificate Finding Sheet

(see attached)

CALIFORNIA STATE BOARD OF EQUALIZATION

ORGANIZATIONAL CLEARANCE CERTIFICATE

FOR WELFARE OR VETERANS' ORGANIZATION EXEMPTION Organization Name and Mailing Address: Fellowship of Friends, Inc., The P.O. Box 100 Atin: R. Mearns, President CA 95962-0100 Oregon House THIS CERTIFICATE NUMBER MUST BE SUBMITTED TO A COUNTY WHEN PLING A CLAM FOR WELFARE OR VETERANS DREANIZATION EXEMPTION Organizational information: 07/28/2009 Date of Certificate: 21181 BOE Ex. No.: in accordance with section 254.6 of the Revenue and Taxation Religious Ригрозе: Code, the Board has determined 622511 Corporate I.D. No.: that this organization meets the Fiscal Year First Qualified: 06-07 organizational requirements of section 214. BOE-277-OC REV.2 (4-09)

NOTICE TO ORGANIZATIONS GENERAL INFORMATION REGARDING WELFARE OR VETERANS' ORGANIZATION EXEMPTION

Your claim for an Organizational Clearance Certificate has been reviewed and a determination has been made that your organization meets the organizational requirements for exemption under section 214. A claim for the organizational clearance certificate will be mailed to the organization periodically to verify and update information. The claim form must be completed, signed, and filed with the Board, along with supporting documents, in order to maintain eligibility for the certificate. The Board may institute an audit or verification of the organization to determine whether the organization meets the organizational requirements of Revenue and Taxation Code section 214, as required by section 15618 of the Government Code. If you have any questions concerning the organizational requirements, you may contact the State Board of Equalization, Property and Special Taxes Department, County-Assessed Properties Division, Exemptions Section, at 916-445-3524.

The Assessor may not approve a property tax exemption claim on any property until the claimant has been issued a valid Organizational Clearance Certificate under section 254.6. The Assessor may deny a claim for the exemption, notwithstanding that the claimant has been granted an organizational clearance certificate. Claim forms for the welfare or veterans' organization exemption for property newly acquired by an organization may be obtained from the Assessor in the county where the property is located.

Annually, claims for the welfare and veterans' organization exemptions and supplemental affidavits, if required, must be filed on or before February 15 with the application to the applicable Assessor to avoid a late filing penalty under section 270. (A separate claim must be filed for each property location.) The Assessor will review all claims to determine that the organization continues to use its property for qualifying purposes and activities, as specified in section 214. Any questions relating to section 214 requirements regarding qualifying purposes and uses of the property may be directed to the Assessor.

80E-277-F (S1) REV.2 (4-09)

STATE BOARD OF EQUALIZATION, PROPERTY AND SPECIAL TAXES DEPARTMENT COUNTY-ASSESSED PROPERTIES DIVISION PO BOX 942879, MIC:64, Sacramento, CA 94279-0064 Exemptions Section:916-445-8624; Division:916-445-4982

WELFARE OR VETERANS' ORGANIZATION EXEMPTION ORGANIZATIONAL CLEARANCE CERTIFICATE FINDING SHEET

DATE: 07/28/2009 Organization Name and Mailing Address:		Organization:	
Fellowship of Friends, Inc., The P.O. Box 100 Attn: R. Meams, President Oregon House	CA 95962-0100	BOE Ex. No.: 21181 Status: Active Purpose: Religious Corporate LD. No.: 622511 Fiscal Year: 06-07	
Under the provisions of section 254.6 of the Revenue and Taxation Code, we have reviewed the Claim for Organizational Clearance Certificate together with other material submitted for the above organization. Our finding is that the requirements of section 214 or section 215.1 and following of the Revenue and Taxation Code, which provide for the welfare or veterans' organization exemption, have "Been Met," "Not Been Met," or your claim was determined to be "Incomplete" as indicated below:			
BEEN MET PURPOSE: Religious Hospital 1-Scientific Charitable	INCOMPLETE A.I. A.A.I. LD. D.C. N.T.L. N.F.S. N.O.S.	☐ NOT BEEN MET ☐ R.N.A. ☐ H.N.A. ☐ B.N.A. ☐ C.N.A.	
If this finding sheet Indicates an Incomplete or Not support of your claim. Please submit such docume	Been Met finding, you may sents, along with this finding st	heel, to the address listed on the top of this form.	
SEE REVERSE FOR DESCRIPTION OF CO ORGANIZATION'S FINDING:	des and below for i	ADDITIONAL COMMENTS REGARDING THE	
Amended. Our review indicates that you not safely with other legal documents.	w qualify. Please retain y	our Organizational Clearance Certificate (OCC)	
Please note your indicate a wholly owned subsidiary vineyard and winery is operated on this property, this activity appears to be a commercial activity. The County Assessor will determine if the actual use of the property meets the exclusive use test for the religious aspect of the welfare exemption.			
Please provide a copy of this Finding Sheet	to the County Assessor w	fith a copy of your OCC BOE EX, No. 21181.	
		••	

(Please note that the Assessor may not grant a Welfare or Veterans' Organization tax exemption on a claimant's property until the claimant has been issued a valid organizational clearance certificate according to section 254.6 of the Revenue and Taxation Code.)

The claimant may appeal the Board of Equalization staffs finding of ineligibility with the Board within 60 days of the date of mailing of the final notice of ineligibility (form BOE-277-F2). The appeal shall be in writing and shall state specific grounds upon which the appeal is founded. The Board shall conduct a hearing and shall provide written findings to support its decision.

Exhibit 2-A

Assessor's Map Book 48, Page 26

(see attached)

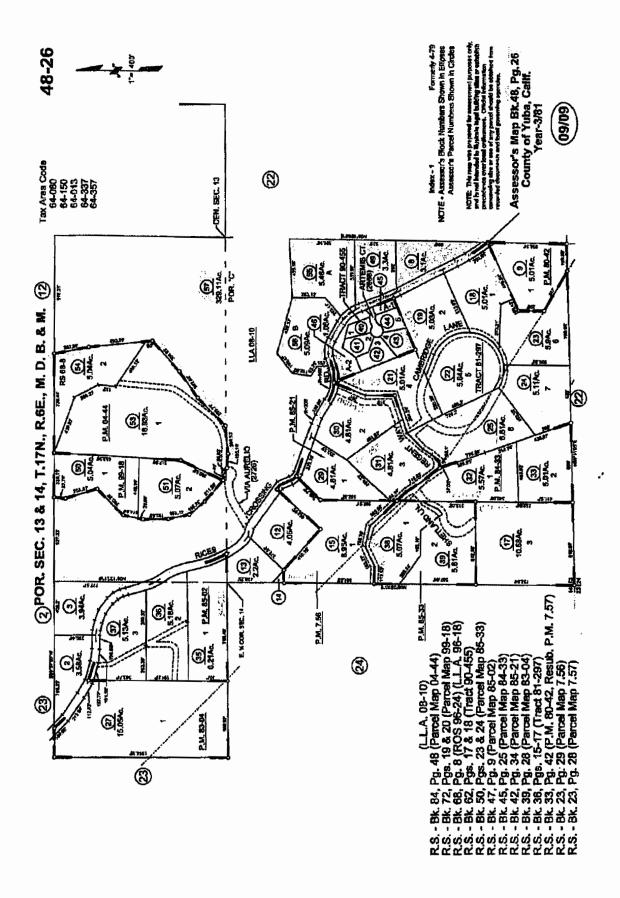
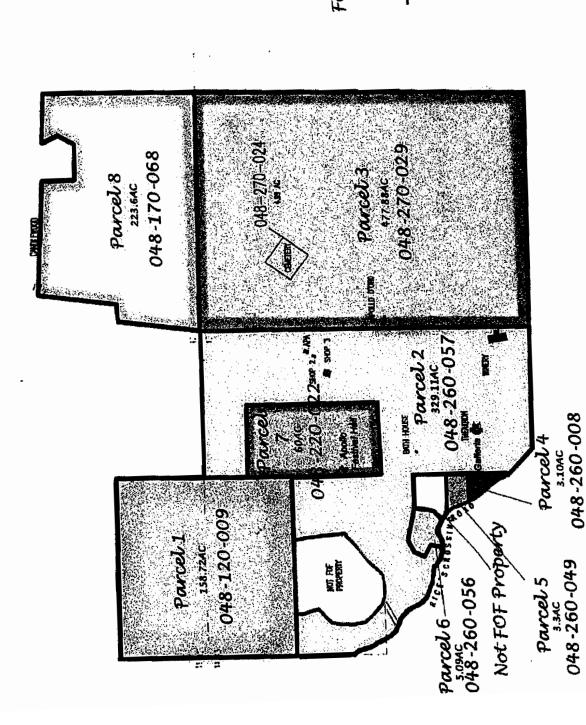


Exhibit 2-B

Fellowship of Friends Property Map

(see attached)



Fellowship of Friends Property Map

PARCEL BOUNDARY

Exhibit 3

Aerial Photograph Showing APN 048-260-008-000 in Relation to Adjacent Parcels (see attached)

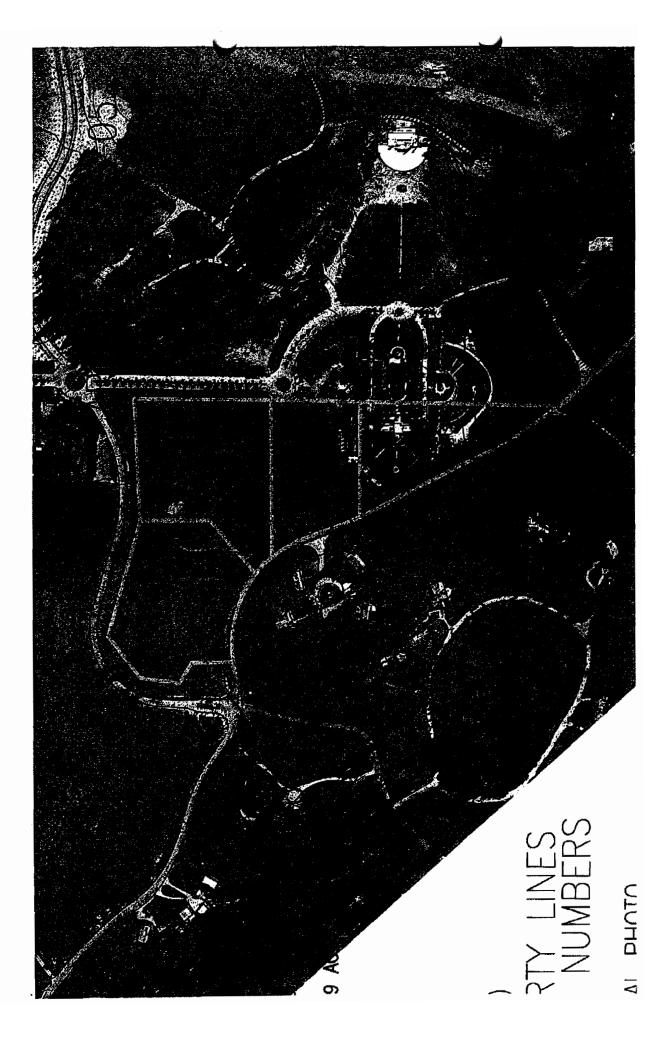


Exhibit 4

The Canons of the Fellowship of Friends

(see attached)

Exhibit 5

FTB Determination Letter for The Friends of The Goethe Academy d/b/a Apollo Arts
(see attached)



STATE OF GALIFORNIA

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FRANCHISE TAX BOARD BACRAMENTO, GALIFORNIA 95857 July 16, 1986

In reply radar to SHRIAPP:RNN:nld:g:SHRA

FRIENDS OF THE GOETHE ACADEMY c/o Carl Mautz P. O. Son 70 Ranaissance, California

Purpose : Charitable
Form of Organisation : Gorporation ;
Accounting Pariod Ending :
Crganization Number :

On the basis of the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or indone tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 1998 (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with joins for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exampt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

This exemption is granted on the express condition that the organization will secure federal exempt status with the Internal Revenue Service. The organization is required to furnish a copy of the final determination letter to the Yranchise Tax Board within 9 months from the date of this letter.

Twangts and Special Tax Unit Telephone (800) 852-7050

CC: SECRETARY OF STATE
REGISTRAR OF CHARITABLE TRUSTS

COFY

Exhibit 6

Articles of Incorporation of The Elysian Society

(see attached)

ENDORSED - FILED in the office of the State of California

MAY 2 2 2006

ARTICLES OF INCORPORATION OF THE ELYSIAN SOCIETY A CALIFORNIA RELIGIOUS CORPORATION

ONE: The name of this corporation is The Elysian Society.

TWO: This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes. The specific purposes for which this corporation is organized are to provide funeral and burial services to decedents practicing the tenets of the Fellowship of Friends; to maintain, preserve and improve a Cemetery on the grounds of the Fellowship's property in Oregon House, California; and to provide "end-of-life" education, care and assistance to members of the Fellowship of Friends, Inc., a California Religious Corporation.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is David Springfield, Attorney at Law, 12896 Rices Crossing Road, Post Office Box 693, Oregon House, CA 95962.

- FOUR: (a) This corporation is organized and operated exclusively for religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
 - (b) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.
 - (c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE: The names and addresses of the persons appointed to act as the initial directors of this corporation are:

Name	Address
Mary Hinrichs	PO Box 11, Oregon House, CA 95962
Michael Rolfer	PO Box 828, Oregon House, CA 95962
Paula Joudrey	PO Box 262, Oregon House, CA 95962
Timothy Quartly-Watson	PO Box 936, Oregon House, CA 95962
Colin Lambert	PO Box 1036, Oregon House, CA 95962

SIX: The property of this corporation is irrevocably dedicated to religious purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for religious purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Date:
Mary Hinrichs, Director Mary Henrichs
Michael Rolfer, Director
Witchael Rollel, Director
Paula Joudrey, Director aula Jauchery
Timothy Quartly-Watson, Director
130 f f-t
Colin Lambert, Director Colin Lambert, Director

We, the above-mentioned initial directors of this corporation, hereby declare that we are the persons who executed the foregoing articles of incorporation, which instrument is our act and deed.

Mary Hinrichs, Director	Mara Henricha
,	181 000
Michael Rolfer, Director	Mystraw Col-
Paula Joudrey, Director	Mula laudur
•	
Timothy Quartly-Watson, D	irector Adual Water.
	Bu O. L.
Colin Lambert, Director	foli funter



Exhibit 7

Financial Statements for APN 048-260-008 as of December 31, 2011

(see attached)

Fellowship Of Friends, Inc. Profit & Loss Parcel 048-260-008 January through December 2011

Ordinary Income/Expense

Income

4100 · U.S. Donations	
4100.10 · U.S. Monthly Don. F/A	29,677
Total 4100 · U.S. Donations	29,677
4800 - Income from Exempt Activities	
4800.10 · Weekly Events Income ¹	261,158
4800.20 · Special Events Income ²	216,709
4800.40 · Fine Arts Donations	57,381
4800 · Income from Exempt Activities - Other	100_
Total 4800 - Income from Exempt Activities	535,348
Total Income	565,025
Expense	
6025 · Promotional Expense	
6025.01 · Promotional Expense	1,823
Total 6025 - Promotional Expense	1,823
6030 · Bank/Fin. Charges Expense	
6030.02 · Interest Financial Institution	698
6030.03 · Charges bank	57
6030.04 - Credit card fees ³	14,423
Total 6030 · Bank/Fin. Charges Expense	15,178
6110 · Insurance Exponse ⁴	
6110.01 · Insurance general liability	571
6110.04 · Insurance property	781
6110.08 · Insurance excess liability	231
Total 6110 - Insurance Expense	1,583

¹ Income received May 15- Sep 30 not included. Events are held in the Gardens (which are not located on Parcel 048-260-008) during that time.

² Same as above.

³ These amounts are fees paid by the Fellowship based on donations and exempt function income received by credit cards

⁴ Proration Method: Total acres of the Fellowship property is 1,260.80. Of these, 147.47 acres is considered active. Total Acres of parcel 048-260-008 is 3.10 which represents 2.10% of the total. See map attached as Exhibit 2 to Welfare Exemption Claim. This applies to insurance, Electricity, Propane, Trash and Telephone.

Fellowship Of Friends, Inc. Profit & Loss Parcel 048-260-008 January through December 2011

6120 · Laundry & Uniform Expense	
6120.01 · Laundry & Uniform	22,492
Total 6120 · Laundry & Uniform Expense	22,492
6130 · Services Professional Exp.	
6130.01 · Services Legal/Professional	23,000
Total 6130 · Services Professional Exp.	23,000
6140 · Fees and Licenses Expense	
6140 · Fees and Licenses Expense - Other	110
Total 6140 · Fees and Licenses Expense	110
6200 · Outside Serv. Expense	
6200.01 · Services general	79
6200.02 · Services agriculture	60
6200.04 · Services building	9,984
6200.06 · Services photo & printing	920
6200.07 · Services Misc labor	18,528
5200.09 · Services Email, Web Hosting	2,857
Total 6200 · Outside Serv.(Non Prof) Expense	32, 42 8
6220 · Postage and Shipping Expense	
6220.01 · Postage and Shipping	1,280
Total 6220 - Postage and Shipping Expense	1,280
6240 · Rent Expense	
6240.01 · Building rental	300
6240.03 · Heavy equipment rental	4
Total 6240 · Rent Expense	304
6250 - Maintenance Expense	
6260.01 · Maintenance buildings	126
6250.06 - Maintenance landscape	3,600
6250.06 · Maintenance equipment	302
Total 6250 · Maintenance Expense	4,028
6270 · Computer Expense	
6270.01 · Software	951
6270.02 · Hardware	9,517
Total 6270 · Computer Expense	10,469
6280 · Small Tools/Equipment Expense	
6280.01 · Equipment hardware	38
6280.07 · Small tools	11,061

02/17/12 Accrual Basis

Fellowship Of Friends, Inc. Profit & Loss Parcel 048-260-008 January through December 2011

6280.10 · Non-Capital Equipment	559
Total 6280 · Small Tools/Equipment Expense	11,658
6290 · Furnishings Expense	
6290.01 - Furnishings	38,163
Total 6290 · Furnishings Expense	38,163
6300 · Supplies Expense	
6300.01 - Supplies computer	1,702
6300.02 · Supplies office	3.349
6300.05 · Supplies buildings/equipment	38.266
6300.07 · Supplies flowers	1,212
6300.08 - Supplies plants	1,919
6300.09 · Supplies household	33,096
6300.13 - Supplies Media	1,000
6300.15 · Supplies Books	7,606
6300.16 - Supplies Music	419
6300.17 - Supplies Antiques	2,532
6300.19 · Supplies DVDs	57
6300 · Supplies Expense - Other	9
Total 6300 · Supplies Expense	91,165
6490 · Food & Beverages Expense	
6400.01 · Food	81.578
6400.02 - Beverages	16,404
6400.03 · Beverages - Non-Wine	1,786
Total 6400 · Food & Beverages Expense	99,768
6500 · Flowers Expense	
6500.01 · Flowers*	20,295
6500.02 - Plants ⁷	9,689
6600.03 - Orchids	395
6500.05 · Consumable floral supplies	263
6500.06 - Acquisitions floral supplies	1,128
Total 6500 · Flowers Expense	31,770
• • • • • • • • • • • • • • • • • • • •	

6600 · Utilities Expense³

⁵ Expenses attributable to events held May 15-Sep 30 not included. Events are held in the Gardens (which are not located on Parcel 048-260-008) during that time.

⁶ Same as above.

⁷ Same as above.

⁸ Proration Method: Total acres of the Fellowship property is 1,260.80. Of these, 147.47 acres is considered active. Total Acres of parcel 048-260-008 is 3.10 which represents 2.10% of the total. See map attached as Exhibit 2 to Welfare Exemption Claim. This applies to Insurance, Electricity, Propane, Trash and Telephone.

02/17/12 Accrual Basis

Fellowship Of Friends, Inc. Profit & Loss Parcel 048-260-008 January through December 2011

6600.01 · Electricity	2,595
6600.02 · Propane	862
6600.03 - Trash disposal	407
Total 6600 · Utilities Expense	3,864
6610 · Telephone Expense	
6610.01 · Telephone	12,714
6610.02 · Cellular phone ·	916
Total 6610 · Telephone Expense	13,630
6600 · Salaries	
6800.01 Salaries	357,859
Total 5800 - Salaries	357,859
TOTAL EXPENSE	760,572
GAIN/LOSS	-195.547

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3.7.5
Service Service Services

1:47 PM 02/17/12 Accruel Basis

Fellowship Of Friends, Inc. Balance Sheet

Parcel 048-260-008 As of December 31, 2011

ASSETS

Current Assets

Checking/Savings

1070 · Petty Cash · FINE ARTS	
1070.01 · Petty Cash - FINE ARTS	200
Total 1070 · Petty Cash - FINE ARTS	200
1150 · Checking Accounts-FINE ARTS	
1150.03 · WELLSFARGO FA CK 7115288453	1,075
1150.04 · WELLSFARGO SV FA 5713570009	3.341
1160.06 · FA CK USB 153465736038	32,121
1150,06 · FA SAV USB 253457457195	27,526
1160 · Checking Accounts-FINE ARTS · Other	306
Total 1150 · Checking Accounts-FINE ARTS	64,368
Total Checking/Savings	64,568
Accounts Receivable	
1300 · Accounts Receivable	193,705
1300 · Accounts Receivable - Other	36,132
Total 1300 · Accounts Receivable	229,836
Total Accounts Receivable	229,836
Other Current Assets	
1270 · SVFC Stock	
1270.01 - SVFC Stock	60
Total 1270 · SVFC Stock c	60
1350 · Receivables	
1350.05 · A/R Returned Checks	217
Total 1350 · Receivables	217
1400 · Inventory	
1400.05 · Inventory - Antiques	6.187
Total 1400 · Inventory	6,187
1800 · Art Collection	
1600.03 · Antiques	8,959,820
Total 1600 · Art Collection	8,959,820
otal Current Assets	9,260,889

1:47 PM 02/17/12 Accrual Basis

Fellowship Of Friends, Inc. Balance Sheet

Parcel 048-260-008 As of December 31, 2011

Fixed Assets

2100 · Land	
2100.01 · Land	179,650
2100.03 · Agriculture ¹	28,740
Total 2100 - Land	208,390
2200 · Buildings	
2200.01 · Buildings	534,350
Total 2200 - Buildings	534,350
2300 - Musical Instruments	
2300.01 · Musical Instruments	32,628
Total 2300 · Musical Instruments	32,628
2350 · Furnishings	
2350.01 · Furnishing	114,323
Total 2350 · Furnishings	114,323
2400 · Equipment	
2400.01 · Computer Hardware ²	1,600
2400.03 · Equipment ³	2,707
Total 2400 · Equipment	4,307
2500 · Vehicles	
2500.01 · Vehicles	141,957
Total 2500 · Vehicles	141,957
2550 - Library	
2550.01 · Library	89,740
Total 2550 · Library	89,740
Total Fixed Assets	1,125,695
2680 · Accumulated Depreciation	
2880.03 · Accumul. Depr. Buildings	534,350
2580.07 · Accumul. Depr. Furnishings	110,605
2880.08 · Accumul. Depr. Hardware	•
2680.10 · Accumul. Depr. Equipment	21,878
2680.11 · Accumul. Depr. Vehicles	73,817
2680.12 · Accumul. Depr. Library	1,736
2680.14 · Accumul. Depr. Musical instrume	13,052
Total 2680 · Accumulated Depreciation	755,438
Total Fixed Assets (after Accumulated Depreciation)	370,257

1:47 PM 02/17/12 Accrual Basis

TOTAL LIABILITIES & EQUITY

Fellowship Of Friends, Inc. Balance Sheet Parcel 048-260-008 As of December 31, 2011

TOTAL ASSETS	9,631,146
Liabilities	
Accounts Payable	
3150 · A/P - FINE ARTS	
3150 · A/P · FINE ARTS	11,683
Total 3150 · A/P - FINE ARTS	11,683
3400 · Current Notes Payable	
3400.28 · N/Pourr F/A Vericrest Fin. (Deu	830
Total 3400 - Current Notes Payable	830
Long Term Liabilities	
3500 · Notes Payable	
3600.24 · Farm Credit	84,980
3500.25 · Vericrest	170
Total 3500 - Notes Payable	110,175
Equity	
3800.01 · Fund Balance	9,401,435
3900.00 - Retained Earning	107,023

9,631,146

Agriculture- 10ft.high palm trees 14,740.00 (valued in 2001); 10 ft-20ft palm trees 14,000.00 (valued in 2001)

² Computers- two computers of \$4,000 total value, depreciated 40%. Used in the Galleria for Teaching Events.

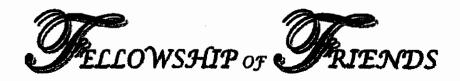
³ Equipment -printers & screens in the Galleria used for Teaching Events.



THE

CANONS

OF THE



MI Religions are One William Blake

Francis Petrarch: The truth is one and always the same.

Milarepa: The Buddha has preached numerous Dharmas. All these various teachings are given to different people, in accordance with their needs and capacities. However, the utmost Truth and the final destination are one.

Meher Baba: Follow any religion you like, but follow its innermost nucleus.

INTRODUCTION

The principles of the Fellowship of Friends (hereinafter called the "Fellowship" or the "Church") are based on universal mystical religious teachings that transmit the art and science of recognizing and experiencing Divine Presence. As Robert Burton, Founding Minister of the Fellowship, has repeatedly emphasized, "To reach divine wordless presence is the greatest miracle in the universe." This fundamental teaching appears in all scriptures, including the Old and New Testaments, the Upanishads, the Bhagavad Gita, the Koran, the Tao Te Ching, the Philokalia, and the Kabala. Traces are also found in art and literature through the ages, from prehistoric cave paintings to Egyptian reliefs, from Greek sculpture to Sufi poetry, from the Gothic cathedrals to the works of numerous individual artists and writers, both ancient and modern.

Throughout its long history on Earth, this esoteric tradition has taken various external forms. These forms have included monasticism, meditation, selfless service to humanity, devotional practices, poetry, song, dance, theater, art, and architecture – all vehicles for transmitting the methods of developing the immortal state of Divine Presence.

Within this tradition, the Fellowship plays two major roles. The first is to enable its members to achieve and prolong the state of Divine Presence. The second is to collect and consolidate knowledge from all previous esoteric forms, and to perpetuate and preserve the highest manifestations of beauty, knowledge, and culture for the benefit of future generations.

The Divine Dimension

Bahauddin: If there is no divine dimension to what we are doing, then whatever we do is merely killing time. On the other hand, if the presence of God overlaps simultaneously with whatever we are doing, then anything we work on performs eternity.

Philokalia, Isaac of Syria: The presence of God, that is, mental prayer, is the highest of all our activities.

Bhagavad Gita: This is true knowledge, to seek the Self as the true end of wisdom always.

INTRODUCTION TO THE FEACHINGS AND PRACTICES

AND TO THE ROLE OF THE TEACHER

1.1 Higher Forces

The Fellowship teaches that the universe comprises a hierarchy of worlds governed by orders of laws, that the Absolute created the world and Higher Forces, and that Higher Forces created humanity. Higher Forces pass on the knowledge of how to create and prolong Divine Presence through the medium of Schools, and have done so throughout known and unknown history. Behind human history is Divine Presence, behind Divine Presence is Schools, behind Schools is Higher Forces, and behind Higher Forces is the Absolute. By mastering the art of Divine Presence, a man becomes immortal, thereby entering the City of Paradise to join in the company of Higher Forces.

1.2 The Teaching and The Teacher

The teaching of the Fellowship comes from Higher Forces, and the Teacher is the authoritative source of this system of knowledge, and of the disciplines and counsels taught and practiced in the Fellowship. This teaching is reflected in the consensus of the Ministry of the Church and of the inner circle of the Fellowship.

The Fellowship recognizes both the spiritual primacy of the Teacher and his unique role as a vessel through which Higher Forces reveal their will regarding the Fellowship. He is the leader in realizing the practical aspects of the spiritual work and mission of the Fellowship.

1.3 Sources of the Teaching

The Fellowship teaching is oral and visual and follows in the tradition of esoteric Schools of the past. The Fellowship imparts this teaching through personal contact, its publications, and the circulation of its members. The principles of the ancient system of ideas taught in the Fellowship are universal and form the inner core of all religions, including Judaism, Christianity, Hinduism, Buddhism, and Islam. The same principles are preserved in the works of the ancient Egyptians, Sumerians, Mesoamericans, and many other cultures, both historic and pre-historic. The Fellowship also embraces the principles of the Fourth Way as expounded in *The Psychology of Man's Possible Evolution* by Peter Ouspensky and in other writings by him, and also by George Gurdjieff and Rodney Collin. In addition, the teaching of the Fellowship is based on the works of eminent philosophers, writers, and artists. All of these sources transmit similar methods that teach their adherents to value and promote the state of Divine Presence.

1.4 Epitome of Fellowship Teaching and Practices

The teaching and practices of the Fellowship are aimed at promoting each member's practical work to reach Divine Presence and so to contact and strengthen the immortal Higher Self. To that end, the primary Fellowship discipline is the use of techniques perfected by the Schools of the past to promote and prolong presence. These techniques have been known under many names, such as "continual inner prayer," "meditation," and "union with God." In addition to making direct internal efforts to achieve presence, the Fellowship encourages its members to purify their hearts and develop unity of purpose by controlling the passions and the lower self, which interfere with this aim. Among the disciplines used for this purpose are the non-expression of negative emotions and the transformation of suffering into presence. The Fellowship also emphasizes the effort to receive impressions and to transform them into higher energies, which is directly connected with presence. Consequently, as an essential part of its teaching and practice, the Fellowship provides an environment of beauty, and encourages its members to seek out and study artistic and natural impressions as a source of spiritual nourishment.

The Fellowship stresses the need for its members to be "good householders," which requires reliability, valuation for presence, and understanding that payment is a principle. A good householder knows that results are proportionate to efforts. The Fellowship, therefore, teaches its members how to value payment and how to make right efforts.

The Fellowship provides three lines of work to promote the balanced development and usefulness of its members. Members are taught, first, to recognize and experience Divine Presence by using symbols, images, and techniques from previous traditions; second, to work with and for others; and third, to work for the school and for Higher Forces. Furthermore, the Fellowship teaches its members how to put into practice what they know, that is, to actualize Divine Presence. Finally, the Fellowship teaches its members to govern their relations with love, for Divine Presence is synonymous with love and compassion.

1.5 The External Method of the Fellowship

The Fellowship of Friends is working with the task of collecting and preserving esoteric knowledge transmitted by all previous schools, from prehistoric times to the present. The same school knowledge can be found in higher culture as expressed in the fine and performing arts and in the cultivation of refined social standards. Hence, next to the pursuit of presence itself, forms of religion, the visual arts, music, the humanities, architecture, and other expressions of spiritual and cultural achievement occupy an essential place in the methods and practices of the Fellowship.

These forms not only provide methods of personal spiritual development, but also comply with the will of Higher Forces regarding the task of the Fellowship. In the Fellowship, the use of the arts is means to purify the heart and develop directed attention. As Abbot Suger of St. Denis said, "Man may rise to the contemplation of the divine through the senses." And in the words of the founding Minister, Robert Burton, "Beauty creates its likeness in those who pursue it."

1.6 The Fellowship's Worldwide Mission

The Fellowship recognizes its mission to make the teaching available to anyone who wishes to enter the tradition of conscious development and union with God through Divine Presence. For this purpose, the Fellowship establishes centers wherever possible in major cities around the world. Fellowship members are encouraged to participate in this work by moving to distant centers to make the teaching available to those who sincerely seek it and wish to apply it practically.

1.7 Apollo

Apollo is the principal seat of the Fellowship and, as its heart and the focus of its energy and work, serves all of its members.

1.8 Institution of the Church Ministry

To sustain the work initiated by the Teacher, certain members are called to the Fellowship Ministry. In addition, center directors are asked to participate in the Ministry by teaching in and administering one of the Fellowship centers.

1.9 Necessity of Circulation of Members

Frequent travel between Apollo and centers on the part of the Teacher, the Ministers, and other members is essential to the spiritual development of the membership. This circulation throughout the Fellowship ensures its well-being by fostering mutual understanding, cooperation, and spiritual and cultural growth. Such circulation also provides additional opportunities for work and acquaints members with various aspects of the Fellowship. In addition, the journeys of the Teacher are necessary for him to fulfill his tasks of guiding the evolution of members, of determining the opportune times and places to establish Fellowship centers, and of searching throughout the world for artifacts of past Schools and cultures that will provide aesthetic impressions for the spiritual nourishment of Fellowship members and that also could serve as seminal forms to flourish again in future civilizations.

1.10 Recognition of Ministerial Jurisdiction

The Board of Directors of the Fellowship, by a resolution of May 22, 1977, instituted the Ministerial Committee, henceforth called the Fellowship Council. According to both the By-Laws of the Fellowship and these Canons, the Teacher and the Fellowship Council shall have jurisdiction over all ministerial and spiritual affairs of the Church.

1.11 Autonomy of the Ministry's Spiritual Jurisdiction

Whereas the teaching and definition of Church doctrine are inherent in the roles of the Teacher and the Ministers of the Church, no action or resolution of the Board of Directors or of any individual member shall be construed as authoritative teaching or definition of Church doctrine, or shall be construed as empowering the Board of Directors or any individual to exercise jurisdiction over the ministerial and spiritual affairs of the Church, except in such administrative, fiscal, and disciplinary matters as specified by the laws of the State of California, by any other appropriate civil jurisdiction, or by the By-Laws and Canons of the Fellowship.

1.12 Authority and Scope of the Canons

As of the date of its formal adoption by the Fellowship's Council and Board of Directors, this document, The Canons of the Fellowship of Friends, is approved for use by the Fellowship henceforth. Said document shall supersede any previous version of the canons or statements of religious doctrine or principles found in any Fellowship document or publication, whether on paper or in electronic format.

1.13 Amendment of the Canons

These Canons may be amended with the approval of the Teacher by a majority vote of the Board of Directors and the Fellowship Council. Except in an emergency or other unusual circumstance, proposed amendments shall be submitted in writing to every member of the Board of Directors and Fellowship Council prior to any vote thereon. Proposed amendments may be discussed and modified as necessary until a final resolution on the proposed change(s) is reached. Those eligible to vote on the proposed changes may indicate their vote either in person at a meeting, or by electronic communication, or by proxy.

1.14 Succession of the Teacher

The Teacher may name his deputy or his successor, or indicate the means by which his successor may be chosen. In the event that, before his passing, the Teacher shall not have named a successor or indicated the means by which a successor may be chosen, or becomes incapacitated and is not able to perform his role, the Voting Members shall elect his successor.

Friendship

Peter Ouspensky: You need instruction; you need to be shown the way. You cannot find the way yourselves, nobody can; it is the state of a human being that he has to be shown the way, that he cannot find it himself.

John of Ford: There was certainly a unity of purpose in this city where all shared the one utterance and had the same mind towards God and each other.

Aristotle: Friendship we believe to be the greatest good of states.

Philokalia, St. Theophan the Recluse: Through the collective mutual action of one and the other, spiritual life ripens.

MEMBERSHIP, FOLLO, AND FELLOWSHIP GENTERS

2.1 Membership

2.1.1 Qualifications of Membership

A person normally petitions for membership in the Fellowship through the center nearest his or her place of residence, although exceptions may be made on a case-by-case basis as circumstances require. Before a person may be admitted to membership, he or she is required to attend introductory meetings for prospective members held by designated members in the center in which he or she petitions for membership. The directors of the center, the Teacher, or the Fellowship Council, as the case may be, must be satisfied that the person meets the qualifications for membership stipulated in the Canons and the By-Laws, that he or she has received appropriate instruction concerning the teaching and practices of the Church, and that he or she exhibits the capacity and willingness to apply the teachings and practices of the Fellowship in using the three lines of work: practical work on oneself, work with and for other members, and work for the Fellowship. A person becomes a member by making the donations required for the first month, and may continue as a member as long as he or she makes the required donations and adheres to the disciplines and practices of the Fellowship.

2.1.2 Dismissal and Reinstatement of Members

The disciplining or the dismissal of members from the Fellowship shall be according to custom as established by the teachings and practices of the Fellowship. Members whose actions are at variance with the teachings and practices of the Fellowship to the extent that they compromise the welfare and aims of the Fellowship and who persist incorrigibly in such behavior may be dismissed by the Teacher or by the majority of a quorum of the Fellowship Council at a duly organized meeting of the same. The Teacher at his sole discretion may also delegate to other individuals or groups the power to dismiss members, provided that any dismissals made under such delegated authority are reported to the Teacher and the Council within thirty days. Reinstatement to membership of any dismissed members may be permitted if such persons meet the conditions for reinstatement as determined by the Teacher or by the majority of a quorum of the Fellowship Council. Such actions of dismissal and reinstatement may be formally pronounced and promulgated as the Teacher or the Fellowship Council deems appropriate.

2.2 Apollo and the Aims of the Fellowship

Apollo is the headquarters of the Church, the heart of the teaching, and the main sanctuary of the Fellowship. Members are encouraged to visit and, to the extent feasible, to reside for a time at Apollo. At Apollo members are continually encouraged to promote and prolong presence. It is there that the influence of Higher Forces and the Teacher is most strongly experienced, opportunities for the three lines of work are greatest, and members can find the highest concentration of Ministers and elder members to guide and encourage them in their spiritual work. Moreover, members from other centers bring to Apollo a variety of spiritual, cultural, and other experiences that the Fellowship requires both for the progress of the whole and the work of individual members. Apollo remains the chief place where Fellowship members from all centers in the world can gather to work and to be together.

2.3 The Role of Centers

The various centers of the Fellowship serve as portals of entry for the teaching, as the principal sources (outside of Apollo) of information about the teachings and practices of the Fellowship, and as vehicles for opportunities to participate in the three lines of work. Members in the centers make the teaching available to prospective members by publicizing the existence of the School through various means, and then by introducing the teaching in a series of meetings to those who express interest. Qualified prospective members are then offered the opportunity of becoming members of the Fellowship and participating in the work as a member of a given center. Although each member is a member of a specific center, all members are members of the Fellowship as a whole and are welcome to participate in the activities of any center.

2.4 Participation of Fellowship Members in Centers

Outside of Apollo, centers provide the focus of Fellowship work and activity. Members are advised to participate as much as possible in center activities. Newer members enhance their understanding of the teaching and of their own practical work to the extent that they participate in center activities and strive to learn from the elder members. Center members benefit from experiencing the finest natural impressions and cultural offerings available in their city and region, and using such experiences to purify their hearts and develop valuation for Divine Presence. In addition, members profit greatly from researching the esoteric teachings that flourished in the past in their particular region. By guiding others to the spiritual sources they have found, members can help one another to understand the universal nature of the Fellowship teaching.

2.5 Donations

Fellowship members are taught the principle of the necessity of payment, which requires a continuous state of effort. Consequently, all members are required to make at least the minimum donations to the Fellowship stipulated by the current donation policies. Donation policies are set by a majority vote of a quorum at a duly authorized meeting of the Fellowship Council. All such changes must be submitted to the Fellowship Board of Directors for approval at the next regular meeting thereof. The approval of the Board shall be presumed unless the Board, under the procedures stipulated in the By-Laws, rejects the Council's action.

Service and Opportunity

Robert Burton: One must measure one's life by what one has given, not by what one has taken.

Lao-Tzu: If the sage would guide the people, he must serve with humility.

Persian aphorism: Those who are controlled by the lower self must serve it. Those who control the lower self serve others.

Philokalia, Theophan the Recluse: Let our outer man perform physical work, and let the inner man be consecrated wholly and completely to the service of God and the spiritual work of inner prayer.

III.

THE FELLOWSHIP MINISTRY

3.1 The Ministerial Office

3.1.1 Ideal of Service

Members called to the Fellowship Ministry share in the ministerial and teaching office of the Teacher. Ministers establish a right attitude toward their responsibilities to the extent that they understand that "Minister" essentially means "servant." The exercise of leadership in the Fellowship is that of leadership in service. As we read in the Gospel of Mark, "Whoever would be great among you must first be your servant, and whoever would be first among you must be the slave of all."

3.1.2 Basic Responsibilities of Ministers

In conjunction with the Teacher, Ministers are chiefly responsible in the Fellowship at large for teaching, mentoring, and counseling their fellow members regarding the system of ideas, the disciplines, and the counsels taught and practiced in the Fellowship, and are also responsible for maintaining the integrity of the teaching and ensuring that counseling remains consistent with the teachings and practices of the Fellowship. Ministers are also responsible for ministering to the needs of members by performing such other forms of spiritual service as may be needed. Ministers may also be asked by the Teacher or the Fellowship Council to perform such other duties as the Fellowship may require.

3.1.3 Confidentiality

As an authorized spiritual counselor, a Minister is required to keep confidential any communication that a Fellowship member may make to the Minister in confidence, and such communications are privileged to the extent the law allows. Such requirement of confidentiality is maintained if the Minister believes it necessary to consult the Teacher or another Minister regarding the situation about which such member has sought counseling, and the member consents to such consultation.

3.1.4 Qualifications of the Ministry

The ordinary qualifications and requirements for the Ministry include a long-term demonstration of commitment to the three lines of work, sufficient knowledge and understanding of the teaching and ability to apply it, and the capacity to teach and to counsel effectively. In addition, the life circumstances of a Minister must allow him or her to exercise the role effectively. To the extent possible, candidates for the Ministry should have spent time at Apollo working and receiving instruction from the Ministers who reside or frequently visit there. Additional qualifications may be established from time to time according to the needs of the Church by the Teacher or by a majority of a quorum of the Fellowship Council at a duly organized meeting of the same.

3.1.5 Fullness and Collegiality of the Ministry

The Fellowship Ministry is collegial both in teaching and the confirmation of ministerial ordinations. All Ministers participate in the fullness of the Ministry, and the exercise of their Ministry is at large in the Church. The jurisdiction over the ministerial and spiritual affairs of the Fellowship, including the authority to ordain Ministers, is permanently the province of the Teacher and the Fellowship Council.

3.2 The Ordination of Ministers and Their Responsibilities

3.2.1 Ordination of Ministers

Ordination of Ministers shall be made by the Teacher or by the majority of a quorum of the Fellowship Council at a duly organized meeting of the same. The ordination of a Minister of the Fellowship is ordinarily for life unless the needs of the Church indicate otherwise. The Secretary of the Fellowship Council shall record the ordination in the transactions of the Fellowship Council and shall announce it to the Board of Directors and to the recipient of such ordination.

3.2.2 Scope of the Ministerial Commission

Ministers shall be commissioned to serve in a particular role on the basis of merit and the needs of the Church. In the event of the nullification or resignation of a person's commission, he shall cease immediately to exercise such role. The Fellowship Ministry is intended for ministration only to Fellowship members and their immediate families.

3.2.3 Levels of Minsters

As the needs of the Church require, the Teacher, or the majority of a quorum of the Fellowship Council at a duly organized meeting of the same, may establish types or levels of Ministers, and define the qualifications, duties, and responsibilities thereof. However, regardless of any difference in level, all ordained Ministers partake in the fullness and collegiality of the Ministry as defined in Canon 3.1.5.

3.2.4 Review, Nullification, and Reinstatement of Ministerial Ordinations

The ordination of a Minister of the Church may be nullified by the Teacher or by a vote of a majority of the members of the Fellowship Council present at a duly organized meeting thereof. Except in cases wherein charges of malfeasance, misfeasance, or nonfeasance are brought and substantiated against a Minister in accordance with the By-Laws of the Church, nullification of the commission of a Minister of the Church shall be based either upon the needs of the Church, or the inculpable incapacity of such Minister, or both. A former Minister may be reinstated by the regular ordination procedure at any time that the needs of the Church so require.

Ministerial ordinations shall be also subject to review by the Board of Directors, which shall, by a vote of two-thirds of its members present at a duly constituted meeting thereof, be empowered to initiate the procedure of nullifying the commission of a Minister of the Fellowship by showing cause for such nullification. In such case, the Secretary of the Board of Directors shall notify the Teacher and the Fellowship Council of the action taken. Such commission shall be nullified unless, within forty (40) days of receipt of such notice, the Fellowship Council by a vote of two-thirds of its members present at a duly constituted meeting thereof in conjunction with the Teacher shall uphold such commission.

3.2.5 Charges of Malfeasance, Misfeasance, or Nonfeasance

In the event that any charges of malfeasance, misfeasance, or nonfeasance are brought against any Minister of the Church, such charges shall be reviewed, investigated, and resolved according to the provisions in the By-Laws of the Church regarding such charges.

3.2.6 Resignation from Ministerial Status

A Minister of the Fellowship may resign his position by so notifying the Teacher or the Fellowship Council. The Secretary of the Fellowship Council shall record any such resignation in the transactions of the Fellowship Council and announce it to the Board of Directors.

3.2.7 Conditions of Automatic Nullification of Ministerial Status

The ordination of a person as a Minister of the Fellowship is automatically and immediately nullified either by his withdrawal or dismissal from membership in the Fellowship.

3.2.8 Administration of Ceremonies and Authority and Responsibilities Regarding Marriage Contracts

Ministers of the Fellowship of Friends are responsible for administering Fellowship ceremonies at the request of Fellowship members in the centers in which they reside or visit. The basic form of ceremonies used in the Fellowship is determined by the Council, although the participants in the ceremony, with the guidance of a Fellowship Minister, may modify the form of the ceremony in accordance with local customs and/or their own preferences. Ministers of the Church are authorized to solemnize the marriages of Fellowship members both according to the legal provisions regarding marriage contracts in the state or nation wherein the marriage is to be solemnized and also to the standards established by the Teacher and Fellowship Council. The Minister shall inform the Fellowship Council of the names of the persons whose marriage he has solemnized, the place and date of the marriage, and the names of the two principal witnesses. In instances wherein a Minister of the Fellowship is not also legally empowered to witness a valid marriage contract, such Minister shall inform the couple intending to marry of the necessity of arranging a valid contract with the civil authorities. In places where the local civil authorities grant legal authority to ministers of religion with respect to ceremonies other than marriage, all of the foregoing regarding a Fellowship Minister's duties and responsibilities with respect to marriage contracts applies to such additional ceremonies as well.

3.2.9 Ministerial Compensation and Employment

Ministers of the Fellowship may receive compensation from the Fellowship for the performance of ministerial duties. The amount of a Minister's salary is fixed by a resolution of the Board of Directors upon the advice of the Teacher or the Fellowship Council. A Minister is solely responsible for meeting the tax requirements pertaining to his ministerial income. Employment outside of the Fellowship may be necessary for Ministers who do not receive sufficient compensation from the Fellowship to support themselves adequately.

3.2.10 Limitations Regarding Fees and Gifts

Ministers may not solicit fees or gifts from members for performing ceremonies or any other duties. Ministers may, however, accept modest gifts from members for performing ceremonies and on other occasions as long as such gifts are freely offered and are in keeping with the scale of the service rendered.

3.3 The Selection and Commissioning of Center Directors and Their Responsibilities

3.3.1 Center Directors as Sharers in the Ministry

Center directors share in the Fellowship Ministry to the extent that, during their term of directorship, they are responsible for teaching and otherwise performing ministerial duties as described in this section within the centers to which they have been appointed. Consequently, the Fellowship qualifies them as Lay Ministers. Center directors who are also ordained Ministers of course participate in the fullness of the Ministry.

3.3.2 Commissioning of Center Directors as Lay Ministers

Center directors shall be commissioned as Lay Ministers on the basis of merit and the needs of the Church. The commission of center directors shall be made by the Teacher or by a majority vote of a quorum of the Fellowship Council at a duly organized meeting thereof. Likewise, the termination of the commission of a center director shall be made by the Teacher or by a majority vote of a quorum of the Fellowship Council at a duly organized meeting thereof. The Secretary of the Fellowship Council shall record the commission, or termination of a commission, of a center director in the transactions of the Fellowship Council and shall announce it to the Board of Directors and to the recipient of such action.

3.3.3 Assignment of Responsibilities in a Designated Center

Center directors shall be assigned to serve in a designated center and may be transferred to direct another center by the same procedure indicated above regarding commissioning of center directors. No fixed term of service for center directors is stipulated; center directors, however, are ordinarily replaced after serving some number of years in that capacity or at any time that the needs of the Church so require. A person whose commission as center director has been terminated may at any subsequent time be recommissioned center director in any center as the needs of the Fellowship may require. Except in cases wherein charges of malfeasance, misfeasance, or nonfeasance are brought and substantiated, as provided in the By-Laws, termination of the commission of a center director shall be based upon either the needs of the Fellowship or the inculpable incapacity of such center director, or both.

3.3.4 Charges of Malfeasance, Misfeasance, or Nonfeasance

In the event that any charges of malfeasance, misfeasance, or nonfeasance are brought against any center director, such charges shall be reviewed, investigated, and resolved according to the provisions in the By-Laws regarding such charges.

3.3.5 Resignation of Commission

A center director may resign his or her commission by so notifying the Teacher or the Fellowship Council. The Secretary of the Fellowship Council shall record any such resignation in the transactions of the Fellowship Council and announce it to the Board of Directors.

3.3.6 Conditions of Automatic Nullification of Commission

The commission of a person as a center director is automatically and immediately nullified either by withdrawal or dismissal from membership in the Fellowship.

3.3.7 Provisions Applicable to Ministers and Center Directors

Canons 3.1.1, 3.1.2, 3.1.3 and 3.1.4 apply also to center directors; Canon 3.3.1 further specifies the role of center directors. Likewise, Canons 3.2.8, 3.2.9 and 3.2.10 apply to center directors, except that they may administer Fellowship ceremonies only in the center to which they have been appointed, unless the Teacher or the Fellowship Council authorizes them in a specific instance to administer a ceremony in another center. Center directors, therefore, may solemnize the marriages of Fellowship members only in the centers of which they are the director; at least one person of the couple intending to marry shall be a member of such center. Center directors shall provide the Fellowship Council with the information called for in Canon 3.2.8 and adhere to all the other requirements indicated therein.

3.3.8 Basic Responsibilities of Center Directors

Center directorships are collegial: customarily, a man and a woman are designated to serve as co-directors of a center. Center directors are chiefly responsible for leading center meetings, and, to the extent necessary, directing other center functions intended to promote the members' learning, working, and being together. They are also responsible for the prudent administration of the center; however, they may delegate administrative responsibilities to other capable members, and indeed are encouraged to provide opportunities for members to work for others and for the Fellowship. In addition, center directors are responsible for cooperating with the Teacher and the Fellowship Council, as well as with other members charged with specific responsibilities by the same, such as guest traveling teachers and regional coordinators. Directors of a center should approach their common task in the spirit of cooperation and service to the members and the Fellowship. And because one must teach in order to continue learning, center directors need to encourage other members also to teach.

3.3.9 Teaching and Meetings

A variety of approaches to the teaching is valid as long as the teachings and practices of the Fellowship are discussed and taught in a responsible and respectful manner. The behavior of members at Fellowship functions should be governed by the teaching and practices of the Fellowship. A member who is scheduled to lead a meeting is advised, to the extent possible, to spend time beforehand in reflection and study, and otherwise to make suitable preparation.

3.3.10 Introduction of Prospective Members to the Teaching and Their Admission to Membership

The center directors and the other elder supporting members in the center are responsible for advertising the Fellowship in their city or region and for presenting the basic knowledge of the teaching to prospective members who sincerely seek it. The center directors may then admit to membership such persons whom they determine are appropriately prepared. The requirements for membership are stipulated in Canon 2.1.1.

3.3.11 Resolution of Difficulties in the Center

Matters of discipline or other difficulties that cannot be resolved by center directors should be referred to guest traveling teachers, to a regional coordinator, or, if necessary, to the Fellowship Council or the Teacher. To avoid augmenting difficulties, center directors are advised to be discrete about discussing such matters with members in the center.

3.4 Regional Coordinators

The Teacher or the Fellowship Council may appoint center directors or other qualified members to serve as regional coordinators for several centers in a designated region; such appointments may be for a specific purpose or for the general coordination of the work of the centers in the region, and of those centers with other centers and with the Fellowship as a whole. In times when guest traveling teachers cannot be sent regularly, regional coordinators may help the centers in their regions by personally visiting such centers, or by arranging for other directors or elder members in the region to visit centers, or both. A regional coordinator, however, shall not fulfill the role assigned to center directors except in a center of which he has been appointed director.

3.5 Guest Traveling Teachers

3.5.1 Role of Guest Traveling Teachers

From time to time, centers receive guest traveling teachers, whose responsibilities include teaching and counseling the members, encouraging them in their practical work and efforts to awaken, and, as more disinterested parties, suggesting ways of resolving difficulties that the center directors or others in the center may need help in understanding. Any Minister or center director may be assigned to visit centers in this capacity. Any other member may also be so assigned whenever the Teacher or the Fellowship Council determines that a center or centers may benefit from such a person's experience in the Fellowship and his capacity for teaching and counseling.

3.5.2 Assignment of Guest Traveling Teachers

The Fellowship Council ordinarily shall designate one or more of its members as coordinators to collaborate with the Teacher in assigning guest traveling teachers to designated centers. The coordinators shall inform the guest traveling teacher of his duties and the financial and other policies pertaining to him, as determined by the Teacher, the Fellowship Council and the Board of Directors. The coordinators shall also receive reports from the guest traveling teachers regarding the welfare of the centers and any other information useful to the Fellowship in connection with their visits, and shall report such information to the Teacher, the Fellowship Council, and the Board of Directors as may be appropriate.

3.6 Religious Orders

To better serve both the needs of the Church and the spiritual development of the members, Religious Orders may be established by the Teacher or by a majority vote of a quorum of the Fellowship Council at a duly organized meeting thereof. In establishing a religious order, the Teacher and the Council shall define its specific aims and purposes, the rules by which it will be governed, the qualifications for membership, and the methods by which members may be inducted. If the Council determines that a religious order no longer fulfills its stated aims and purposes, the Council may either institute changes in the definitions under which the order is established and operates, or, in consultation with the Teacher, may disband the order by a majority vote of a quorum at a duly organized meeting thereof. The Dean shall report any establishment or disbanding of a religious order to the Board of Directors.

Form Serves Presence

Bernard of Clairvaux: The monastery is truly a paradise, a region fortified with the ramparts of discipline.

Plato: We should run our public and our private life, our homes and our cities in obedience to what little spark of immortality lies within us.

Ancient Egyptian aphorism: Organization is impossible unless those who know the laws of harmony lay the foundation.

Walt Whitman: The best culture will always be that of the manly and courageous instincts, and loving perceptions, and of self-respect.

Jalaluddin Rumi: The external form is for the sake of something unseen.

IV.

THE FELLOWSHIP COUNCIL

4.1 General Jurisdiction

Together with the Teacher, the Fellowship Council shall have jurisdiction over the ministerial and spiritual affairs of the Church. However, whereas the Teacher's authority as defined in Canon 1.2 is absolute, the Council is essentially an extension of the Teacher, and consequently all actions taken by the Council are subject to modification or nullification by the Teacher at his sole discretion. Therefore, the Council must report all of its actions to the Teacher in a timely fashion, and should work with him in a spirit of cooperation and service, both to the members of the Fellowship and to Higher Forces.

4.2 The Organization of the Fellowship Council

4.2.1 Qualification and Election of Councilors

The members of the Fellowship Council shall be called Councilors. Councilors shall be elected by a majority of a quorum of the Voting Members of the Fellowship at the annual meeting thereof, and shall serve for one year. They may be re-elected to serve on an annual basis. The membership of the Council, including the officers, shall number at least five (5). The maximum number of Councilors shall be twelve (12). Vacancies on the Council, including either of the officers' positions, shall be filled within ninety (90) days from the date of the occurrence. A majority of a quorum at a duly constituted meeting of the Council shall be empowered to elect a Councilor or officer to fill such vacancy until the date of the next regular elections.

4.2.2 Removal of Councilors

Councilors may be removed from the Council by a majority of the current membership of the Council.

4.2.3 The Role of the Council and the Duties and Responsibilities of Councilors

The Council oversees the health and circulation in the centers worldwide, including Apollo, and ensures that the transmission of the teaching is accurate, consistent, and vital. It also monitors the spiritual health of the membership and, to the extent possible, provides whatever is needed to promote their continued spiritual growth.

In order for the Council to fulfill its mission, Councilors must keep abreast of the teaching, and in particular, are expected to be aware of the directions, instructions, and suggestions of the Teacher as they relate to the spiritual life of Apollo, the centers, and the School as a whole. Councilors also encourage and support individual students and help them find opportunities to serve.

4.2.4 Officers

The officers of the Fellowship Council shall consist of a Dean and a Secretary. At the Dean's discretion, an Assistant Dean may be named, who may be called upon to step in as Dean in the event of the Dean's absence or incapacity.

4.2.5 The Responsibilities of the Dean of the Fellowship Council

The responsibilities of the Dean shall include:

- To preside over all meetings of the Fellowship Council;
- To represent the Fellowship Council, or to designate another member thereof to do so, at the Board of Directors meeting and on all other appropriate occasions;
- To report all activities of the Council to the Teacher, and to consult with the Teacher concerning how his wishes may be actualized in areas over which the Council exercises jurisdiction;
- To bring before the Fellowship Council such matters as are their concern, and otherwise to provide leadership in carrying out the Council's responsibilities;
- To appoint a Councilor to serve as Acting Secretary in the event of the temporary absence or incapacity of the Secretary;
- To perform any other duties as may from time to time be delegated to him or her by the Teacher or the Fellowship Council.

4.2.6 Responsibilities of the Secretary of the Fellowship Council

The responsibilities of the Secretary shall include:

- To maintain accurate records of all transactions of the Fellowship Council; to communicate transactions of the Fellowship Council to the Board of Directors and to any Fellowship members to whom such transactions apply;
- To maintain a roll of the center directors, and also a registry of marriages solemnized by Ministers of the Church and center directors, and of other ceremonies performed, as the Council may designate;
- To maintain a record in the Minutes of the Council of any member ordained as a Minister; and of any member inducted into a religious order;
- In consultation with the Dean, to inform Councilors of the time and place of special
 meetings in a timely manner, to prepare meeting agendas, and otherwise to expedite
 the business of the Fellowship Council;
- In the event that the Dean has not previously designated an Assistant Dean, to serve as acting Dean in the event of the Dean's temporary absence or incapacity;
- To perform any other duties as may from time to time be delegated to him or her by the Fellowship Council or the Dean.

4.2.7 Consultants

The Fellowship Council, by majority vote of a quorum present at a duly organized meeting thereof, may appoint any Fellowship member to be a consultant to the Council in any area in which it has a proper concern. Consultants, however, shall not vote or in other ways participate as Councilors.

4.2.8 Meetings

Meetings of the Fellowship Council shall be held at such time and place as determined by a majority of the quorum present before the close of the previous duly organized meeting of the Council, but no less than four times annually at regular quarterly intervals. Whenever the welfare of the Fellowship so requires, the Dean, or the acting Dean in case of the Dean's absence or incapacity, may call special meetings of the Council, provided that each Councilor is informed in a timely manner of the time and place of such a meeting.

4.2.9 Meeting Procedures

A standard format for Fellowship Council meetings may be adopted by a majority vote of the Councilors. Such format shall be subject to modification by a majority vote of a quorum of Councilors present at a duly organized meeting of the Council. In the absence of any resolution by the Council regarding rules governing meetings, meetings shall be governed by Robert's Rules of Order, Revised. All rules of procedure shall be subject to the provisions of the Fellowship's Articles of Incorporation and By-Laws and to the laws of the State of California. A quorum for meetings shall be a majority of the Councilors.

4,2.10 Administrative Committee and Council Organization

The Dean, the Secretary, the Assistant Dean if one has been named, and any such other Councilor as the Council may designate, shall constitute the Administrative Committee of the Council and be authorized to carry on such Council business as the Council may deem appropriate. The Administrative Committee, in the person of the Dean or any other Councilor in the Dean's absence, shall be empowered to act appropriately in situations that concern the spiritual welfare of the Fellowship or any of its members and that require immediate attention. Such actions shall be reported to the Council at the next duly organized meeting thereof; such actions shall be invalid if undertaken to circumvent the ordinary jurisdiction of the Teacher, or the Council, or both.

4.2.11 Committees and Sub-Committees

To aid it in the exercise of its duties and responsibilities, the Council may establish such committees and sub-committees as it deems necessary. Any such committees or sub-committees may consist of Councilors or other such Fellowship members as the Council deems appropriate or both.

4.3. Specific Jurisdiction of the Fellowship Council

The Fellowship Council shall have jurisdiction over the ministerial and spiritual affairs of the Fellowship as described in this Canon 4.3, and over any others that the Council or the Teacher may deem appropriate and consistent with the teachings and practices of the Church.

4.3.1 Ministers and Center Directors

The Fellowship Council shall instruct, examine, and nominate candidates for the Ministry and center directorships; train and commission center directors, and exercise jurisdiction over and counsel them in the assignment and performance of their responsibilities as indicated in Chapter 3 of the Canons.

4.3.2 Center Support

The Fellowship Council shall support Fellowship centers in their aims as indicated in Canons 2.3 and 2.4. This support shall include: the enlistment of members to reside in centers that require the support of additional, elder members; the study of cities and regions where new centers might be established or where circumstances warrant the disestablishment of a center; the guidance of center directors concerning appropriate and effective means of advertising and presenting the teaching to prospective members; and the coordination of visits by guest traveling teachers to centers.

4.3.3 Visiting Apollo

Pursuant to Canon 2.2, the Fellowship Council shall provide encouragement and support to members who wish to visit Apollo, and develop programs that facilitate such visits, both for short- and longer-term stays.

4.3.4 Support of Members Who Experience Difficulties

With the help of center directors and other senior members, the Fellowship Council shall monitor the behavior of Fellowship members to ensure that it meets the standards of membership, both in terms of physical and psychological health and in terms of the disciplines and teachings of the Fellowship; and provide the appropriate help and/or disciplinary measures needed to encourage the individual's pursuit of Divine Presence whenever his or her behavior fails to meet those standards.

4.3.5 Information and Publications

The Fellowship Council shall serve as a clearinghouse and distributor of information necessary or beneficial to Fellowship members; cooperate with the Teacher in the issuing of the publications distributed under the auspices of the Fellowship as instruments of teaching; communicate through center directors from time to time by letter, word of mouth, or electronically, information and directives to Fellowship members; and maintain and distribute current information about the activities and services at Apollo to enable visiting Fellowship members to take full advantage of the available opportunities.

4.3.6 Donation Policies

The Fellowship Council shall monitor the effect of donation policies on the members of the Fellowship, amend those policies according to the procedures stipulated in Canon 2.5 as necessary in order to better serve the needs of Fellowship or its members, and advise the Board of Directors and the Teacher accordingly.

4.3.7 Education

The Fellowship Council shall support the efforts of Fellowship members to provide for the education of the membership in literature and the humanities, the fine arts, and the performing arts in order to foster spiritual growth and higher culture; the Council shall also support and provide guidance for the efforts of parents to educate their children.

4.3.8 Funerals and Burial Service

The Fellowship Council shall provide for the burial of the mortal remains of Fellowship members in the Apollo Cemetery, and shall establish standards and policies regarding funerals and burials.

4.3.9 Requesting Necessary Funds

The Fellowship Council shall request the Board of Directors to allocate such funds that are deemed necessary to promote the spiritual aims of the Church.

4.3.10 Ceremonies

The Fellowship Council shall prepare guidelines for ceremonies intended to mark the principal milestones in the lives of members and their families; monitor the way in which such ceremonies are performed; and ensure that the requirements of Canon 3.2.8 regarding the administration of ceremonies are properly fulfilled.

4.3.11 Religious Orders

The Fellowship Council shall establish religious orders as described in Canon 3.6, and oversee them to ensure that they continue to meet the purposes for which they were established, in terms of serving both the needs of the Church and the spiritual development of the members of any such orders.

The best government teaches men to govern themselves.

Aristotle

Behold how good and pleasant it is for brothers to dwell together in unity.

Psalms

You need more help than you know.

Jalaluddin Rumi

The more virtue is exercised, the more radiant it is, and the more ready it is to serve.

Bernard of Clairvaux



This version of the Canons of the fellowship of Friends was approved on December 12, 2009 from the Council and the Board of Directors

TAB C

TAB C



STATE BOARD OF EQUALIZATION

1020 N STREET, SACRAMENTO, CALIFORNIA (P.O. BOX 1799, SACRAMENTO, CALIFORNIA 95808)

June 20, 1975

GEORGE R. REILL Fich District, Son froncisc

JOHN W. LYNCA

WILLIAM M. BENNET

RICHARD NEVIN

KENNETH COR

W. W. DUNIO

Donald MacDonald, M.D. Fellowship of Friends, Inc. 2600 Alameda Street Vallejo, California 94590

Dear Dr. MacDonald:

As I indicated to you during our last meeting, I have carefully reviewed all of the material you have supplied including the books which explain the system of ideas taught by G. I. Gurdjieff and P. D. Ouspensky, i.e., The Fourth Way, The New Man, The Psychology of Man's Possible Evolution and The Mirror of Light. On the basis of this review I have concluded that the Fellowship of Friends does constitute a body corporate, the members of which practice a religion.

Since even the leaders of this religion refer to it as esoteric, the basis for my conclusion is not easily explained and for this reason I have referenced the books so that others may study them and accept or reject my conclusion. It does, however, appear to me that a fair description of the religion is contained on the inside cover of The Mirror of Light, to wit: "This 'Fourth Way' is the balanced combination of the three traditional ways of re-union with God - those of physical, emotional and mental control; it's the development of the whole man situated in the ordinary circumstances of daily life and dedicated to the realization of his highest possibilities." In reaching my conclusion I have relied heavily on language from the case of Fellowship of Humanity v. County of Alameda, 153 Cal.App.2d 673 at 692 as follows: "Once the validity or content of the belief is considered, the test becomes subjective and invalid. the only inquiry in such a case is the objective one of whether or not the belief occupies the same place in the lives of its holders that the orthodox beliefs occupy in the lives of believing majorities, and whether a given group that claims the exemption conducts itself the way groups conceded to be religious conduct themselves. The content of the belief, under such test, is not a matter of government concern."

The Fellowship of Humanity decision also provided four tests for ascertaining whether or not a religion exists. (See my letter of August 15, 1974.) The only one I find troublesome as applied

to this situation is that which requires "...a system of moral practice directly resulting from an adherence to the belief; ... " The Fellowship of Friends organization appears to have only the slightest of systems. Since there is some system, the test is satisfied as regards the existence of a religion, however, without a well defined system measurement of the amount of property needed to practice the religion becomes most difficult. Generally speaking, religious activities involve a participation by the adherents in a ceremonial activity which is clearly distinguishable from everyday living activities and of limited duration, e.g., Sunday services or weekend retreats. When everyday living activities are claimed to be religious in nature, the question arises as to whether or not regarding them as a basis for tax exemption constitutes a discrimination against those performing the same acts without claiming they have religious significance. Our answer is that it would be such a discrimination and that exemption is applicable only to that property used in connection with activities comparable to those usually associated with traditional religious practices.

In line with the above we would consider eligible for exemption the main house, the storage sheds, the barn and support facilities, such as wells and water storage tanks. These we could equate with church or meeting hall structures. Likewise, living quarters provided to "retreatants" could be exempted as reasonably incidental to the religious activities provided they are owned by the Fellowship. Mobile homes or trailers owned by members would not be exempt nor would housing used on a permanent basis by a member except that provided staff whose presence is necessary to the operation and security of the property.

Obviously, all land beneath and immediately surrounding exempt structures would also be exempt. The more difficult issue is the proper measurement of the amount of overall land to be exempted as reasonably needed for use in carrying out the religious purposes including any land needed to serve as a buffer against noise or other intrusion. We have noted that the American Camping Association recommends that at least one acre per camper is required for accreditation by the Association. In view of this it would appear extremely reasonable on our part to allow two acres per person. Using the a wrage of 157 persons present on weekends for the month of August 1974, which to date appears to have been the period of greatest attendance, would result in exemption of 314 acres.

To the 314 acres we believe an allowance of an additional 50 acres as a buffer would be proper. Since this property is used for the joint work efforts of the members and not for prayer,

meditation and contemplation that would require a high degree of peace and quiet, such an allowance appears reasonable. Additionally, it is to be noted that properties surrounding the subject property are used primarily for ranching and camping by other groups. Generally speaking, such activities should present little in the way of disturbance to those using the subject property.

In summary then, we are recommending to the Yuba County Assessor that all personal property and improvements owned by the claimant and used by the total membership be exempted for 1974-75 fiscal year. Our further recommendation is that for the same fiscal year 364 acres of land should be exempted subject to the assessor's concurrence. We would defer to the assessor since his conclusion of the appropriate acreage would seem more reliable due to his on-site viewing of the property.

We are limiting our finding of eligibility to 1974 because prior thereto activities on the property were minimal at most. It is our understanding that the lack of use even led to the listing of the property for sale. In 1973 substantially after the lien date, activity and membership increased to an extent to warrant partial exemption on the following lien date. We are not issuing a finding for 1975 because no exemption claim has been filed for that year. If and when it is filed, we shall issue an appropriate finding.

Very truly yours,

Assistant Chief Counsel

JJD:fb

cc: Mr. Glen McDougal, Assessor Yuba County

BUILDING

CODE ENFORCEMENT 749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA 749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES 749-5460 • Fax 749-5464

PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424 FINANCE AND ADMINISTRATION 749-5430 • Fax 749-5434

749-5440 • Fax

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us

March 25, 2014



Board of Supervisors

FROM:

Michael Lee, Director of Public Works May

SUBJECT:

Implementation of the Phase II Small MS4 (Municipal Separate Storm Sewer

Fund Contingency for Consultant Support Services Regarding Same



Systems) General Permit, and Authorize Expenditure of \$15,000 from General

RECOMMENDATION:

Discuss implementation of the Phase II Small MS4 General Permit, and authorize expenditure of \$15,000 from General Fund Contingency for consultant support services regarding same.

BACKGROUND:

As part of the Clean Water Act, discharge of pollutants to waters of the U.S. from any point source is unlawful unless the discharge is in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. Subsequently, in 1990, the U.S. EPA promulgated regulations for permitting storm water discharges from MS4s serving a population of 100,000 people or more. These were known as Phase I regulations, and required medium to large operators to obtain storm water permits. In December 1999, U.S. EPA promulgated additional regulations, known as Phase II, requiring permits for storm water discharges from small MS4s, or those not permitted under Phase I. The smaller municipalities, like Yuba County, fall under Phase II regulations.

A municipal separate storm sewer is a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) designed or used for collecting or conveying storm water, and are typically owned or operated by a local or state government, a special flood control or drainage district, or the federal government.

Federal regulations allow two permitting options for storm water discharges: individual permits and general permits. The California State Water Resources Control Board (SWRCB) elected to adopt a statewide General Permit for Small MS4s in order to efficiently regulate numerous storm water discharges under a single permit. The existing General Permit was adopted by the SWRCB in April 2003, and we were operating under that Permit until July 1, 2013, at which time the State adopted the new General Permit for Small MS4s. Permittees, like Yuba County, obtain coverage under the new General Permit by filing a Notice of Intent (NOI) to comply with the terms of the General Permit through the SWRCB and paying an annual permit fee. The new General Permit for small MS4s is a 5-year permit and each of those years more cumbersome and expensive tasks are required of permittees.

DISCUSSION:

The new General Permit for small Phase II MS4s is much more stringent than the previous version that we have been operating under since the early 2000's. With our current staffing level, Public Works has been struggling to keep up with the requirements stipulated in the former General Permit, and we will not be able to accommodate the extensive list of requirements of the new General Permit (see list attached). Currently we estimate using approximately 1/3 to 1/2 of a full time equivalent employee at the Engineering Tech level to minimally adhere to the MS4 permit requirements, at a cost to the Road Fund of roughly \$40,000 annually. This is in addition to the MS-4 requirements (SWPP permit, storm drain cleaning, and street sweeping) as well as some management time to help administer the program, currently funded by the Yuba County Water Agency (YCWA), to the tune of approximately \$90,000 annually. So total bare bones cost to operate under the former MS4 permit we estimate at \$130,000 annually.

The large scope of work required by the new General Permit will require one additional full-time project management level position dedicated to it starting in FY 14/15, supplemented by consultant support services. We estimate this additional cost to the County to be approximately \$150,000 to \$200,000 annually. This cost is only an estimate as it is hard to precisely quantify the full level of effort required to adhere to the permit requirements.

It is important to note that adhering to the MS4 permit is not simply a Public Works requirement, but rather a Countywide function. The list of duties is extensive and will require coordination across multiple departments including Administrative Services, Agricultural Commissioner, and essentially all departments within CDSA. Some of the duties include ongoing education/outreach, construction site inspection/enforcement, ongoing water quality testing, as well as creating new programs such as Post-Construction Storm Water Management Program, and Landscape Design/Maintenance Program. It makes sense for Public Works to coordinate the County's MS4 program, but the Road Fund cannot be used to pay for the majority of this work since only a small portion pertains to roads. That is in addition to the fact that the Road Fund is largely underfunded to simply maintain the existing road network anyway.

The year one requirements of the new MS4 permit are the least onerous. We are requesting your Board's authorization to expend \$15,000 from the General Fund Contingency to hire a consultant who will help us set up necessary programs and conduct reporting requirements to comply with the new permit.

COMMITTEE ACTION:

The Land Use & Public Works Committee reviewed this item and recommended approval.

FISCAL IMPACT:

\$15,000 in General Fund Contingency for the remainder of the current fiscal year. We estimate \$150,000 to \$200,000 in annual funding needs for future fiscal years.

A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.b A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.c A.1.b.4.b Responsible Parties CUPA Certification Propiliance Year Popiliance Year Public Quare Analysis and Education and Quare Analysis and Individual Analysis a			PW	ω	2016	. Illicit Discharge Detection and Elimination Training	E.7.b.1
All.A.2 Overall Planning All.A.3 Overall Planning Planning Department Polic Works Select Inforcement All.A.3 Overall Planning Planning Department Polic Works Select Inforcement All.A.3 Overall Planning Populations Permit Compliance Year Outlier Compliance Year Population						_	E.7.b.
A.1.b.4.a: Overall Planning A.1.b.4.b A.1.			PW	2	2015	(k,l,m)Develop messaging to reduce discharges from organized car washes, mobile cleaning and pressure washing	
A.1.b.4.10 Verrall Planning PD Planning Department			PW	2	2015	(j)Provide materials to school children	
A.1.b.4.s Overall Planning A.1.b.4.b A.1.b			AG	2	2015	(i)Provide pesticide/fertilizer application information	
A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.			PW	2	2015	(h)Promote reporting of illicit discharges	
A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.c A.1.b.4.b A.1.b.4.b A.1.b.4.c A.1.			PD	2	2015	(g)Provide water efficient/ stormwater friendly landscaping information	
A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.a: Overall Planning Parties CDPA Certified Unified Program Agend Subding Department on Public Works Permit Compliance Year (June 30th unless otherwise noted) Permit Local MS4 Department on Public Works Permit Local MS4 Department on Public Works Permit Local MS4 Department on Public Works Permit Local MS4 Department on Per			PW	2	2015	(e)Utilize public input in developing outreach program	
A.1.b.4.a: Overall Planning A.1.b.4.b Responsible Parties CUPA Certified Unified Program Agend Subdiding Separtment PD Planning Department PD Planning Department PD Planning Department Permit Compliance Year Permit Compliance Year Oftenwise noted) Permit Compliance Year Year Year Year Year Year Year Yea			PW	2	2015	(d)Disseminate education materials to target audiences and translate as appropriate	
A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b.4.b A.1.b.4.a: Overall Planning A.1.b.4.b A.1.b			PW	5	2018	(b)Conduct surveys 2x during permit term (2)	
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A.1.b.4.a: Overall Planning A.1.b.4.b A.1.			PW	1	2014	Select outreach option. If regional program, develop agreements	
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.3 -	PERMIT SECTION AND ELEMENT	(June 30th unless	Permit Year	Local MS4	SIE, Regional Organization	Additional implementation
				Department	or, Co-	milestones, etc.)
E.7.b.2	Construction Outreach and Education					
	(a) Annual Permittee Staff Training	2015	2	PW		
	(b) Construction Site Operator Education	2016	3	PW		
E.7.b.3	Pollution Prevention and Good Housekeeping Staff Training					
	Biennial employee training	2015	2	PW		
8.3	PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM					
	Develop program with input of the public and implement	2015	2	PW		
	(a) Develop Public Involvement strategy	2015	2	PW		
	(b) Consider Citizen Advisory Group	2015	2	PW		
	(c) Create Involvement Opportunities	2015	2	PW		
	(d) Ensure public can access info about program	2015	2	PW		
	(t) Engage in IRWMP or equivalent	2015	2	PW		
E.9.a	Outfall Mapping					
	Create and maintain accurate outfall map including a site visit to each outfall	2015 (Summer 2014)	2	Md		
E.9.b	Illicit Discharge Source/Facility Inventory					
	Create inventory of all industrial/commercial facilities and update annually	2015	2	CUPA/PW		
	Assess priority areas once during permit term	2017	4	CUPA/PW		
E.9.c	Field Sampling to Detect Illicit Discharges					
	Sample any flowing outfalls while conducting E.9.a	2015 (Summer 2014)	2	PW		
	Annually sample priority area outfalls determined in E.9.b.	Summer 2015	ω	CUPA		
	Conduct follow up investigation within 72 hours if action levels exceeded	2015 (Summer 2014)	2	CUPA/PW		
E.9.d	Illicit Discharge Detection and Elimination Source					
	Develop written procedures for investigations and corrective actions	2015 (Summer 2014)	2	CUPA/PW		
	Once source of discharge is identified, require responsible party to correct within 72 hours of notification and verify with follow-	2015 (Summer 2014)	2	CUPA/PW		
	Conduct follow up investigation within 72 hours if action levels exceeded	2015 (Summer 2014)	2	CUPA/PW		

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	PERMIT SECTION AND ELEMENT	(June 30th unless otherwise noted)	Permit Year	Local MS4 Department	SIE, Regional Organization or, Co- permittee	Additional implementation notes (i.e., goals, milestones, etc.)
E.9.e	Spill Response Plan					
	Develop plan	2014	1	CUPA/PW		
E.10	CONSTRUCTION SITE STORM WATER RUNOFF CONTROL					
E.10.a	Construction Site Inventory	Services of William Milliam Milliam Company of the services of	40000			TOTAL SOCIETY (III. 1974 - Second Annie Company Compan
	Create inventory of all projects subject to local stormwater	2014	→	BLD/PW		
E.10.b	Construction Plan Review and Approval Procedures					
	Develop procedures to review and approve construction plan documents (i.e., erosion and sediment control plans)	2014	1	BLD/PW		
E.10.c	Construction Site Inspection and Enforcement					
	Inspect construction sites	2015	2	BLD/PW		
E11	POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAM					
E.11.a	Inventory of Permittee-Owned and Operated Facilities					
	Develop and maintain inventory of all permittee owned or operated facilities that are a potential threat to water quality	2015	2	PW/BG		
E.11.b	Map of Permittee-owned or Operated Facilities		,			
E.11.c	Facility Assessment	2107		PW		
	Conduct comprehensive annual assessment and identify subset of facilities that could be considered hotspots	2016	w	PW		
	Document comprehensive assessment procedures and results	2016	ω	ΡW		
E.11.d	Stormwater Pollution Prevention Plans					
	Develop SWPPP'S for hotspots	2017	4	PW		
E.11.e	Inspections, Visual Monitoring and Remedial Action					
	Quarterly visual inspection of hotspots	2018	5	PW		
	Annual comprehensive hotspot inspection	2018	5	PW		
	Quarterly hotspot visual observation of storm water and non- stormwater discharges	2018	5	PW		
	Non-Hotspots - Inspect each inventoried facility that is not a	2018	5	PW		
	Inorspor orice darille berrine					

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		Permit Compliance Year		Party	*	
.34	PERMIT SECTION AND ELEMENT	(June 30th unless	Permit Year			Additional implementation
		otnerwise noted		Department	or, Co-	notes (i.e., goals,
E 11 ¢	Storm Drain System Assessment and Brigatization				permittee	
	Implement procedures to assess and prioritize maintanance of					
	storm drain system infrastructure. Assign a priority to each	2015	2	ΡW		
	facility based on accumulation of sediment, trash and/or debris					
E.11.g	Maintenance of Storm Drain System					
	Inspect storm drain systems based on assigned priorities.	2016	υ V	ĐΜ		
	Inspect high priority catch basins annually	F0+0	Ĺ	1 77		
	Clean high priority storm drains	2016	3	PW		
	Label catch basins	2016	3	PW		
	Maintain surface drainage structures	2016	3	PW		
	Develop procedure to dispose of waste materials removed from catch basins	2016	ω	PW		
E.11.h	Permittee Operations and Maintenance Activities (O&M)					
	Develop program to assess O&M activities for potential to discharge pollutants and inspect all O&M BMP's quarterly	2016	ω	PW/BG		
E.11.i	Incorporation of Water Quality and Habitat Enhancement Features in Flood Management Facilities					
	Develop and implement process for incorporating water quality)	2		
	management projects	9107	u	Ť.V.		
E.11.j	Landscape Design and Maintenance					
	Implement a landscape design and maintenance program to	2015	J			
	reduce the amount of water, pesticides and fertilizers used by Permittees	2015	~	PW/BG		
	Evaluate use of pesticides, herbicides and fertilizers	2015	2	PW/BG		
	Implement best practices to reduce pesticides and fertilizers	2015	2	PW/BG		
	Proper disposal of unused chemicals	2015	2	PW/BG		
	Evapo-based irrigation and rain sensors	2015	2	PW/BG		
	Record amount of chemical usage	2015	2	PW/BG		
E.12	POST CONSTRUCTION STORMWATER MANAGEMENT					
	PROGRAM					
E.12.a	Post-Construction Treatment Measures				_	

				Responsible Implementing Party	plementing Y	
	PERMIT SECTION AND ELEMENT	(June 30th unless otherwise noted)	Permit Year	Local MS4 Department	SIE, Regional Organization or, Co-	Additional implementation notes (i.e., goals,
			-	рераптелт	or, co- permittee	milestones, etc.)
	Regulate development to comply with the following sections,	2015	2	PW/PD/BLD		
E.12.b	Site Design Measures					
	Require implementation of site design measures on projects		,			
	that create or replace 2,500-5,000 SF impervious area (incl	2015	2	PW/PD/BLD		
E.12.c	Regulated Projects					
	Implement standards on projects that create or replace >5,000 SF impervious area, aka Regulated Projects	2015	2	PW/PD/BLD		
	Road and Utility Projects creating 5,000 sf or more of					
	contiguous impervious surface that are public or fall under	2015	7	PW/PD		
	85th percentile can follow EPA Guidance on green					
	infrastructure					
E.12.d.	Source Control Measures - Regulated Projects shall implement source control measures	2015	2	PW/PD/BLD		
	LID Standards - all Regulated Projects shall implement LID					
E.12.e	standards to treat storm water and provide baseline	2015	2	PW/PD/BLD		
	hydromodification management to meet numeric sizing criteria					
E.12.f	Hydromodification Management	2016	3	PW/PD		
E.12.g	Enforceable Mechanisms					
	Develop or modify enforceable mechanisms to implement	2016	ω	PW/CE		
F 12 h	Operation and Maintenance of Post-Construction Stormwater					
	Management Measures					
	Implement and baseling hydromod (defined in £ 12 e ii f) on all	2015	2	PW/BLD		
	regulated projects					
E.12.i	Post-Construction BMP Condition Assessment					
	Inventory and assess the maintenance condition of structural post-construction BMP's within permittees jurisdiction	2016	ω	PW/BLD		
E.12.j	Planning and Development Review Process					

:		Permit Compliance Year		Responsible Implementing Party	nplementing ty	
. :	PERMIT SECTION AND ELEMENT	(June 30th unless otherwise noted)	Permit Year	Local MS4 Department	SIE, Regional Organization or, Co- permittee	Additional implementation notes (i.e., goals, milestones, etc.)
	Conduct review using an existing guide such as Municipal Regulatory Update Assistance Program	2016	1-3	PD		
	Conduct an analysis of the landscape code to correct gaps hindering post construction requirements	2014	1	ДĄ		
	Complete any changes to landscape code to administer post- construction req	2015	2	Пd		
	Post Construction Storm Water Management Requirements			isen Hje		
E.12.k	Based on Assessment and Maintenance of Watershed Processes	ТВО	-	TBD		***
E.12.l	Alternative Post-Construction Storm Water Management Program					
	For multiple benefit projects a permittee may propose alternative Post Const. Requirements (address water quality, supply, flood control, habitat enhancement, open space preservation, recreation, climate change)	No date provided - permittee may propose if desired		ПВD		
E.13	WATER QUALITY MONITORING			100 Page 1		
E.13.a.	ASBS Monitoring - MS4s that discharge to ASBS and are covered by an Ocean Plan exception comply with Attachment C	2014	1	N/A		
E.13.b.	TMDL Monitoring - MS4s w TMDLs must comply with Attachment G and consult with Regional Board within 1 year of effective date to determine monitoring requirements and schedule. And shall implement TMDL monitoring as specified by RB Executive Officer	2014	1	TBD		
E.13.c.	303(d) Monitoring - MS4s discharging to 303(d) listed waterbodies shall consult with Regional Board within 1 year of effective date to determine whether monitoring is necessary.	2014	1	TBD		
E.13.d.	Receiving Water Monitoring and Special Studies (Select either Receiving Water Monitoring or Special Studies, if not already conducting E.13.a. b or c monitoring)			N/A		
E.13.d.1	Receiving Water Monitoring Select one urban/rural site and one urban area site to monitor	2014	1	N/A		
	Monitor urban/rural and urban area sites	2015	2	N/A		

		Permit Compliance Vear	-	Responsible Implementing Party	nplementing ty	·
	PERMIT SECTION AND ELEMENT	(June 30th unless otherwise noted)	Permit Year	Local MS4 Department	SIE, Regional Organization or, Co- permittee	Additional implementation notes (i.e., goals, milestones, etc.)
	Complete and have available a report that includes a summary of baseline data collections and discussion of monitoring program results	2015	2	N/A		
,		2018	٠,	N/A		
E.13.0.2	Develop and implement special study monitoring program and submit to Regional Board for review and approval	2014		4/ z		
	Implement approved special study plan	2015	2	N/A		
	Complete and have available a report that includes a summary of baseline data collections and discussion of monitoring program results	2015	2	N/A		
	Complete and have available a report that includes a comparison of data collection to baseline data and discussion of monitoring program results	2018	2	N/A		
E.14	PROGRAM EFFECTIVENESS ASSESSMENT					
E.14.a	Program Effectiveness Assessment and Improvement Plan (PEAIP)					
	Submit PEAIP	2015	2	PW		
E.14.D	Identify and summarize BMP and/or program modifications identified in priority program areas that will be made in the next permit term	2018	5	PW		
E.15	TOTAL MAXIMUM DAILY LOADS COMPLIANCE REQUIREMENTS		1			
E.15.a	Comply with all approved TMDLs (Attachment G)	2014	1	PW		
E.15.b	Waste load allocations are incorporated herein by reference as enforceable parts of this Order	2014	1	PW		
E.15.c	Regional Board reviews TMDLs within one year of effective date and may propose modifications to requirements	2014	1	PW		
E.15.d	Report status of implementation via SMARTS	2014	1	ΡW		
E.15.e	Comply with Clean Water Act Sections 303d,306b and 314	2014	1	PW		

Yuba County Guidance Document

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	PERMIT SECTION AND ELEMENT	(June 30th unless otherwise noted)	Permit Year	Local MS4	SIE, Regional A	Additional implementation
\$1 			· #	Department	or, Co- permittee	milestones, etc.)
E,16	ANNUAL REPORTING PROGRAM				11/2020/01/11	
E.16.a	Use SMARTS to report and certify	2014-2018	all years	PW		
E.16.b	Complete and retain annual reports and make available to RWQCB during working hours	2014-2018	all years	PW		
E.16.c	Submit detailed written or oral report to RWQCB if directed.	2014-2018	all years	ΡW		
E.16.d	May coordinate reporting if regional programs	2014-2018	all years	PW		

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO

- DEPARTMENT	AUDITOR CONTR	TOLLER TRANSPER NO.
	COUNTY OF YUBA	DATE: March 18 20 14
	REQUEST FOR TRANSFER O	R

REQUEST FOR TRANSFER OR REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS							
DEPARTMENT CDSA / PUBLIC WORKS REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 14							
			BUDGET OR EST				
/ ESTIMA	TED REVENU	E INCREASED					
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Auditor/Controller,		Clerk of the Board	Date

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The County of Yuba

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DATE:

March 25, 2014

TO:

Board of Supervisors

FROM:

Russ Brown, Communications & Legislative Affairs Coordinator

SUBJECT:

Assembly Bill 2205 – Use of dogs to pursue bears and bobcats

Recommended Action: Receive information on AB 2205 and provide direction to Legislative Coordinator

Background & Discussion: In late summer of 2012, Yuba County Board of Supervisors reviewed Senate Bill 1221 by Sen. Ted Lieu and listened to local advocates for bear and bobcat hunting that used trained dogs. The Board took a position in opposition to the legislation and directed the county's Legislative Affairs Coordinator to work with its lobbyist to establish a position against the bill. This included a committee letter in opposition to SB 1221, testimony at a Senate committee hearing and a follow up letter to Gov. Brown requesting a veto of the bill. Despite all efforts, the legislation was signed into law on September 26, 2012.

As the bill moved through the Assembly and Senate, it quickly became clear a majority of the votes supporting SB 1221 came from legislators from larger metropolitan districts that would experience no direct impacts from the law. By contrast, counties that host hunting activities targeted by the legislation voted overwhelmingly against SB 1221.

In its opposition to SB 1221, Yuba County noted this type of hunting served two very important functions. First, the hunting itself has always been instrumental in keeping bear and bobcat populations in check and thus making it safer for county residents and visitors. The second function pertains to the economic benefits this sport brings to Yuba County. Like any other recreational activity, the practice of hunting using dogs draws sport enthusiasts both from within and outside the county who are willing to pay licensing fees and spend money at local businesses.

Over the past 18 months, hunting advocates have been speaking with lawmakers and gauging interest in making legislative adjustments to the law to allow some level of bear and bobcat hunting using dogs. It appears there may be a willingness to consider legislation that would allow individual counties to allow some level of dog hunting. The current proposed legislation, AB 2205, will give counties a say in whether this type of hunting should be allowed. Authors of this new legislation say they are willing to work with legislators to adjust legislative language, in order to give the bill a fighting chance.

<u>Committee Action</u>: Due to time constraints, this matter is being brought directly to the full Board of Supervisors for consideration.

Fiscal Impact: None

Introduced by Assembly Member Donnelly

February 20, 2014

An act to amend Section 3960 of, to add Section 4756 to, to repeal Sections 3032, 3960.4, and 3960.6 of, and to repeal and add Section 3960.2 of, the Fish and Game Code, relating to mammals.

LEGISLATIVE COUNSEL'S DIGEST

AB 2205, as introduced, Donnelly. Mammals: use of dogs to pursue bears and bobcats.

(1) Existing law, with specified exceptions, makes it unlawful to permit or allow a dog to pursue any bear, as defined, or bobcat at any time. Existing law authorizes the Department of Fish and Wildlife to capture a dog not under the reasonable control of its owner or handler that is pursuing any bear or bobcat in violation of this prohibition or to capture or dispatch a dog inflicting injury or immediately threatening to inflict injury on any bear or bobcat at any time.

This bill would eliminate this prohibition, the exceptions, and this authority of the department. This bill would instead require the Department of Fish and Wildlife to make a specified report to the Fish and Game Commission on the status of bear populations, management, and related issues every 3 years. The bill would require the first report to be submitted on or before December 15, 2015, and would require the department, not later that December 15 of each year the report is submitted, to notify, by certified mail, the board of supervisors of each county affected by bear interactions with the general public, of public safety impacts or concerns, bear depredation permit requests, and economic impacts due to bear damage to the extent of those incidences

AB 2205 — 2 —

or impacts, and of its recommendations to the commission. This bill would generally prohibit a person from using dogs to hunt, pursue, or molest bears, except when recommended to the Department of Fish and Wildlife by a vote of the board of supervisors of any affected county following a public hearing, as specified. The bill would require the commission to authorize the use of dogs under those circumstances. This bill would permit the use of one dog per hunter for the hunting of bears during open deer season, and the use of more than one dog per hunter during the open bear season except during the period when archery deer seasons or regular deer seasons are open. By imposing new duties on local public officials, the bill would impose a state-mandated local program.

- (2) Existing law authorizes the Fish and Game Commission to establish a hound tag program, imposing certain requirements on the licensure and use of hounds, as defined, to pursue mammals. For these purposes, existing law defines a hound as a dog used to pursue mammals. This bill would repeal this authorization.
- (3) Under existing law, except as excluded, violations of the Fish and Game Code are misdemeanors.

By changing the definition of a crime, this bill would impose a state-mandated local program.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

- SECTION 1. Section 3032 of the Fish and Game Code is repealed.
- 3 3032. (a) As used in this section:
- 4 (1) "Bear" and "pursue" have the same meanings as defined in
- 5 Section 3960.

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- (2) "Hound" means a dog used to pursue mammals.
- (b) The commission may establish a hound tag program.
- 3 (c) If a hound tag program is established, the commission may 4 require all of the following:
 - (1) That each hound be issued a license tag bearing a unique identifying number that is to be worn at all times by the hound while pursuing mammals.
 - (2) That all relevant local and state laws pertaining to dogs are being followed while the hound is being used to pursue mammals.
 - (3) That each hound be microchipped with an implanted transponder that has a unique identification code.
 - (4) That the owner maintain documentation showing that the hound is current on all required vaccinations and treatments for the prevention of rabies and any other disease specified by the department.
- 16 (5) That the owner report, within 24 hours of its last sighting, 17 any hound that is lost during hunting, pursuing, or tracking 18 activities.
 - (6) That the hound's tag identification number be recorded on the hunting tag of any animal taken using the services of the hound.
- (d) If a hound tag program is established, the commission may 21 22 adjust the amount of the fees for the hound tag as necessary, to 23 fully recover, but not exceed, all reasonable administrative and 24 implementation costs of the department and the commission 25 relating to the program.
 - SEC. 2. Section 3960 of the Fish and Game Code is amended to read:

28 3960.

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- 29 (a) As used in this section:
 - (1) "Pursue" means pursue, run, or chase.
- 31 (2) "Bear" means any black bear (Ursus americanus) found in 32 the wild in this state.

(b)

(a) It is unlawful to permit or allow any dog to pursue any big game mammal during the closed season on that mammal, to pursue any fully protected, rare, or endangered mammal at any time, to pursue any bear or bobcat at any time, unless authorized pursuant to Section 3960.2, or to pursue any mammal in a game refuge or ecological reserve if hunting within that refuge or ecological 40 reserve is unlawful.

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- 1 (c) (1) The department may take any of the following actions:
 (A) Capture
 - (b) (1) Employees of the department may capture any dog not under the reasonable control of its owner or handler, when that uncontrolled dog is pursuing, in violation of this section, any big game mammal, any bear mammal or bobeat, or any fully protected, rare, or endangered mammal.

(B) Capture

 (2) Employees of the department may capture or dispatch any dog inflicting injury or immediately threatening to inflict injury to any big game mammal during the closed season on that mammal, and the department employee may capture or dispatch any dog inflicting injury or immediately threatening to inflict injury on any bear or bobcat at any time, or any fully protected, rare, or endangered mammal at any time.

(C) Capture

(3) Employees of the department may capture or dispatch any dog inflicting injury or immediately threatening to inflict injury to any mammal in a game refuge or ecological reserve if hunting within that refuge or ecological reserve is unlawful.

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- (c) No criminal or civil liability shall accrue to any department employee as a result of enforcement of this section. For the purpose of this section, "pursue" means pursue, run, or chase.
- (3) This section does not apply to the use of dogs to pursue bears or bobeats by federal, state, or local law enforcement officers, or their agents or employees, when earrying out official duties as required by law.

(4)

- (d) Owners of dogs with identification, that have been captured or dispatched, shall be notified within 72 hours after capture or dispatch.
- SEC. 3. Section 3960.2 of the Fish and Game Code is repealed. 3960.2. (a) As used in this section, the terms "bear" and "pursue" have the same meanings as defined in Section 3960.
- (b) Notwithstanding Section 3960, not more than three dogs may be used to pursue bears or bobeats pursuant to a depredation permit issued by the department, if all of the following conditions are met:

__5__ AB 2205

(1) The applicant demonstrates, in writing, that nonlethal and avoidance measures were undertaken prior to requesting the depredation permit.

- (2) The applicant demonstrates, in writing, the specific need for the use of dogs in carrying out the depredation permit.
- (3) The depredation permit authorizing the use of dogs is valid for the take of one bear or one bobeat:
- (4) The depredation permit authorizing the use of dogs is valid for a period not to exceed 20 consecutive days.
- (5) The depredation permit specifies the name and address of any dog handler who will be utilized in the pursuit or taking.
- (6) The dog handler has the depredation permit in his or her possession at all times during the pursuit or taking.
- (7) The dog handler does not pursue a bear or bobeat more than one mile off the property on which the depredation activity occurred.
- (c) After any taking of a bear, the applicant is required to submit the skull to the department as described in the department's Black Bear Management Plan. No part of any bear taken pursuant to a depredation permit may be sold, purchased, or possessed for sale, as described in Section 4758.
- (d) No holder of a depredation permit may solicit or receive compensation from any person in exchange for carrying out the terms of the permit. For these purposes, "compensation" means remuneration paid in money, property, or anything else of value.
- (c) The holder of a depredation permit, within 30 days of its issuance, shall report to the department detailing the use of the permit and the results of any pursuits, including information about bear or bobeat pursued and whether the bear or bobeat was or was not harmed, but not killed.
- SEC. 4. Section 3960.2 is added to the Fish and Game Code, to read:
- 3960.2. (a) On or before December 15, 2015, and on or before December 15 of every third year thereafter, the department shall report to the Fish and Game Commission on the status of bear populations and management. The report shall include, but is not limited to, department activities relating to bear management, the general health of bear populations, information on the incidences of bear interactions with the general public, public safety impacts and concerns, bear depredation permit requests, an estimate of the

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economic impact of damage done by bears, an estimate of the cost to the department to address bear-related incidents during the previous three years, and the amount of revenue derived from the sale of bear tags during the three previous fiscal years. The report shall also include recommendations to the commission regarding the possible need to adjust annual bear harvest quotas or to take steps necessary to increase or reduce take in order to address bear management or population health concerns.

- (b) Not later than December 15 of each year that a report is submitted pursuant to subdivision (a), the department shall notify the board of supervisors of each county affected by bear interactions with the general public, by certified mail, of public safety impacts or concerns, bear depredation permit requests, and economic impacts due to bear damage to the extent of those incidences or impacts, and of its recommendations to the commission pursuant to subdivision (a).
- (c) The board of supervisors of any county notified by the department may do either of the following:
- (1) Elect to hold a public hearing on the public safety, depredation, or economic impacts of bears in their county and the proposed recommendations of the department. The hearing shall be held prior to February 1 of that year. The director of the department or his or her representative shall attend the hearing.
 - (2) Elect, by resolution, not to hold a public hearing.
- (d) The board of supervisors of any county notified by the department which has held a public hearing may, not later than March 1 of that year, by resolution, recommend to the department that the use of dogs be authorized to pursue or take bears and bobcats in that county to assist in meeting bear management concerns. The recommendation shall be based upon the testimony and information presented at the hearing or presented to the board of supervisors at its meeting to consider the resolution.
- (e) The department shall recommend to the commission, and the commission shall authorize, the use of dogs to pursue or take bears and bobcats during the open season for those species in each county from which the department has received from the board of supervisors a resolution recommending that the use of dogs be authorized to pursue or take bears and bobcats in that county.

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(f) The commission shall amend its regulations relating to the use of dogs to pursue bears and bobcats as necessary to conform with this section.

- SEC. 5. Section 3960.4 of the Fish and Game Code is repealed. 3960.4. (a) As used in this section, the terms "bear" and "pursue" have the same meanings as defined in Section 3960.
- (b) Notwithstanding Section 3960, the department may authorize qualified individuals, educational institutions, governmental agencies, or nongovernmental organizations to use dogs to pursue bears or bobeats for the purpose of scientific research, provided that the research project is designed to do all of the following:
 - (1) Contribute to knowledge of natural wildlife ecosystems.
- (2) Follow best practices and minimize disruptions in the lives and movements of bears, bobeats, and other wildlife, as well as impacts to the habitat while maintaining the applicant's objectives.
- (3) Directly or indirectly support the sustainability and survival of bear or bobeat populations and healthy ecosystems.
- (4) Not include the intentional injury or killing of any bear or bobeat.
- (5) Not include the intentional relocation of any bear or bobeat other than to areas suitable to them in the state. Any relocation shall comply with the requirements of Section 4190.
- (c) Any research project authorized pursuant to subdivision (b) shall be undertaken pursuant to a memorandum of understanding between the department and the authorized research entity that addresses all of the following:
- (1) Trapping and anesthetizing of the animals pursued, collection of diagnostic samples, attaching or surgically implanting monitoring or recognition devices or markings, and providing veterinary care or cuthanasia, as required, for the health, safety, and humane treatment of the animals.
- (2) Qualifications of onsite field supervisors necessary for earrying out authorized research procedures.
- (3) Immediate reporting of any incidental mortality or injury to a bear or bobeat as a result of authorized research activities. Reports of any incidental mortality or injury to a bear or bobeat shall be made available to the public upon request.
- (4) Filing of annual and final progress reports of research involving pursuit by dogs. Annual and final progress reports shall be made available to the public upon request.

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(d) The department shall provide notice to the public of any bear or bobeat research project authorized pursuant to subdivision (b) at least 30 days prior to its initiation, and, upon request, shall make available to the public copies of the memorandum of understanding between the department and the authorized research entity required pursuant to subdivision (c).

- SÉC. 6. Section 3960.6 of the Fish and Game Code is repealed. 3960.6. (a) As used in this section, the terms "bear" and "pursue" have the same meanings as defined in Section 3960.
- (b) Notwithstanding Section 3960, the pursuit of bears or bobeats by dogs that are guarding or protecting livestock or crops on property owned, leased, or rented by the owner of the dogs, is not prohibited if the dogs are maintained with, and remain in reasonable proximity to, the livestock or crops being guarded or protected.
- SEC. 7. Section 4756 is added to the Fish and Game Code, to read:
- 4756. Except as provided in this section it is unlawful to use dogs to hunt, pursue, or molest bears. The use of one dog per hunter is permitted for the hunting of bears during the time that the season is open for the taking of deer in the area of the state affected. The use of more than one dog per hunter is permitted in the hunting of bears during the open season on bears in the area of the state affected except during the period when archery deer seasons or regular deer seasons are open.
- SEC. 8. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIIIB of the California Constitution.
- However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made

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- pursuant to Part 7 (commencing with Section 17500) of Division
 4 of Title 2 of the Government Code.

The County of Yuba

office of the County Administrator

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gmull@co.yuba.ca.us tcarlquist@co.yuba.ca.us

Fax:

DATE:

March 18, 2014

TO:

Board of Supervisors

FROM:

Russ Brown, Communications & Legislative Affairs Coordinator

SUBJECT:

Current State legislation relevant to Yuba County

Recommended Action: Receive update on current State legislation

Background & Discussion: Yuba County has made a commitment to diligently track State and Federal legislation in order to actively participate in discussions on pending bills that may have a local impact. Periodically, the County updates its legislative platform to allow the Board to take positions on legislative bills that meet specific criteria (impede County's ability to govern own affairs, subject County to additional costs, etc.). Beyond the platform, Board members rely upon professional associations, discussions with County officials and their own research to identify legislation that could warrant a Board position. The attached document will serve to provide Board members with an informational overview of the current legislative landscape, offering an opportunity to identify bills that should be brought back to the Board for a position.

In the current legislative session, more than 2,000 bills have been introduced that must be reviewed for relevance to projects, programs, and processes in Yuba County. The State Legislature is currently in the second half of its two year bill cycle, which has seen about 4,400 bills introduced.

Yuba County's lobbyist recently completed a review of all current legislation and produced 67 lists containing more than 400 Senate and Assembly bills that may warrant further consideration by California counties. These lists were sorted and forwarded to Department Heads, who were asked look over the information, take into consideration the positions of their professional associations and see if they would recommend a position on legislation of interest. The options include support, oppose, oppose unless amended, and no position.

Attached is a summary of bills that were reviewed by Yuba County Department Heads and determined to benefit from further consideration.

Committee Action: This matter is informational for the full Board and was not presented at the committee level. Any direction to take positions on bills will be passed through the committee process.

Fiscal Impact: None

3/18/14: Continue/ 10 3/25/14

Yuba County State Legislative Update

March 18, 2014

County Counsel

AB 2492, as introduced, Jones-Sawyer. Local agencies: meetings: real property transactions. - support

Existing law, the Ralph M. Brown Act, requires all meetings of the legislative body of a local agency to be open and public, with specified exceptions. Existing law authorizes a legislative body of a local agency, after holding an open and public session as specified, to hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

This bill would instead authorize the legislative body to hold a closed session to grant authority to the negotiator regarding the price and terms of the purchase, sale, exchange, or lease.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

AB 2507, as introduced, Bocanegra. Public Records Act: exemptions: pending litigation. - support

Existing law, the California Public Records Act (CPRA), requires state and local agencies to make public records available upon receipt of a request that reasonably describes an identifiable record not otherwise exempt from disclosure, upon the payment of fees to cover costs.

Existing law exempts from the CPRA's disclosure requirements any records pertaining to pending litigation to which the public agency is a party, until the pending litigation or claim has been finally adjudicated or otherwise settled.

This bill would provide that public agency attorney billing records, when they are prepared in connection with pending litigation, are exempt from the CPRA's disclosure provisions during the pendency of the litigation.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

SB 1337 – oppose. These are proposed additions to the Public Records Act. PRA requests tend to be a pain in the butt and this adds to it. GC 6353 already gives us a 10 day window in which to respond to a PRAR, but has a provision for an extension of time to actually produce the records if they are voluminous or if it would be a lot of work to dig them out. This amendment provides a 14 day response time if the requester is a member of the press, but it does not have the extension of time provisions for onerous requests (a bad thing). In addition, the bill would require providing copies in an electronic format. That is not a problem if the records are kept in an electronic format, but can be troublesome if the records are not so kept (maps, etc.). It adds a layer of work for the local agency in trying to figure out how to make an electronic copy of a hard document—obviously it can be done in most cases, but it is just more work.

Agriculture Commissioner

AB 1642 (Chesbro D) Pest control: Pierce's disease. SUPPORT

Current law allows money in the Pierce's Disease Management Account in the Food and Agriculture Fund to be expended as specified to combat Pierce's disease and its vectors, including the glassy-winged sharpshooter, and for purposes relating to other designated pests and diseases, as provided. Current law makes these provisions inoperative on March 1, 2016, and repeals them on January 1, 2017. This bill would extend to March 1, 2021, the date on which the above provisions become inoperative, and would repeal those provisions on January 1, 2022. This bill contains other related provisions and other existing laws.

AB 2251 (Yamada D) Weights and measures: beverage containers: redemption value. SUPPORT (but this bill stills need language amendments)

Would require a dealer, at the time of sale of a beverage in a container subject to the act, to separately identify the amount of any redemption payment imposed on the beverage container pursuant to the act and to accurately identify the amount of any redemption payment required by the act. Because a violation of these provisions would be a crime, this bill would create a state-mandated local program. This bill contains other related provisions and other existing laws.

AB 2589 (Bloom D) Weights and measures: county sealers: county ordinance: annual registration fee. SUPPORT

Current law governing weights and measures provides that there is in each county the office of county sealer, as defined, of weights and measures to administer those provisions, as specified. Current law requires a county sealer to weigh and measure packages, containers, or amounts of commodities sold, or in the process of delivery, in order to determine whether they contain the quantity or amount represented and whether they are being sold in accordance with law. This bill contains other current laws.

AB 2602 (Eggman D) Farm to School Program. SUPPORT (MAY NOT BE A CACASA ITEM, BUT WILL RECOMMEND THAT YUBA COUNTY SUPPORT)

Would establish the Farm to School Program, to be administered by the Department of Food and Agriculture, to provide for the allocation of grants and technical assistance to school districts and county offices of education for the purpose of increasing the provision of fresh and nutritious school meals to pupils. The bill would authorize the Secretary of Food and Agriculture to distribute grants to eligible school districts and county offices of education for the purpose of developing and maintaining a Farm to School program.

AB 2657 (Bloom D) Environmentally sensitive areas: use of anticoagulants. OPPOSE

Would prohibit the use of any poison, substance, or product, other than its use as a prescription drug under the direction of a licensed physician and surgeon, that contains one or more of specified anticoagulants, including brodifacoum and bromadiolone, in environmentally sensitive areas. This bill contains other related provisions and other existing laws.

SB 1328 (Hill D) Weights and measures. NO OFFICIAL POSITION AT THIS TIME (pending meeting with CDFA/Division of Measurements Standards)

Would authorize the secretary, by regulation, to establish a uniform policy consistent with federal law relating to the use of dry tare weight or wet tare weight methods of measurement for the retail sale of meat, poultry, and fish products. Because a violation of a regulation adopted pursuant to those provisions would be a crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

SB 1411 (Jackson D) Pesticides: application safety. OPPOSE

Would authorize a county agricultural commissioner to adopt regulations to prohibit the agricultural use of any pesticide within 1/4 mile of a school, subject to disapproval by the director. This bill contains other related provisions and other existing laws.

Probation

AB 1449 (V. Manuel Pérez D) Realignment Omnibus Act of 2014. – SUPPORT IF WE ARE GOING TO SUPPORT SHERIFF-BILL ALSO ALLOWS TO PRCS THAT VIOLATED CAN TO BESENTENCED TO STATE PRISON

Would require a sentence to be served in the state prison when the defendant is convicted of a felony or felonies otherwise punishable in a county jail and is sentenced to an aggregate term of more than 3 years. This bill contains other related provisions and other existing laws.

AB 1920 (Campos D) Board of State and Community Corrections. — OPPOSE- WOULD REQUIRE GRANTS FUNDS TO INCLUDE JOB TRAINING AND TARGET 18-25 POPULATION

Current law requires the Board of State and Community Corrections to develop incentives for units of local government to develop comprehensive regional partnerships whereby adjacent jurisdictions pool grant funds in order to deliver services to a broader target population and maximize the impact of state funds at the local level. This bill would specifically require that those services include job training and employment opportunities, and that the target population include at-risk youth.

SB 833 (Liu D) Jails: discharge of prisoners. –SUPPORT- VOLUNTARY PROGRAM FOR PRISONERS- RELEASE TO PROGRAM OR DURING DAYTIME HOURS

Would authorize the sheriff to offer a voluntary program to a prisoner, upon completion of a sentence served or a release ordered by the court to be effected the same day, that would allow the prisoner to stay in the custody facility for up to 16 additional hours or until normal business hours, whichever is shorter, in order to offer the prisoner the ability to be discharged to a treatment center or during daytime hours. The bill would specify that this authorization does not prevent the early release of prisoners as otherwise allowed by law or allow jails to retain prisoners any longer than otherwise required by law without the prisoners' express written consent.

SB 929 (Wright D) Nonviolent felonies. – OPPOSE- WANTS TO REDUCE FELONIES TO MISDEMEANORS

Would require, upon application of a defendant, a felony offense to be deemed a misdemeanor for all purposes, except as specified, if the court finds that certain circumstances apply, including that the defendant was not imprisoned in the state prison for the offense, the offense for which the defendant was convicted was not a serious or violent felony, as defined, the offense does not require registration

as a sex offender, the defendant is not currently charged with and has not been convicted of an offense in the preceding 5 years, except as specified, and the defendant presents clear and convincing evidence that he or she has been rehabilitated.

SB 957 (Vidak R) Imprisonment: state prison. SUPPORT IF GOING TO SUPPORT SHERIFF

Would require a defendant to serve his or her sentence in state prison if he or she is convicted of a crime or crimes for which he or she is sentenced to an aggregate term of imprisonment of 10 years or more. This bill contains other related provisions.

Veterans

AB 2703 (Quirk-Silva D) County veterans service officers. -- SUPPORT

Would require the department, no later that July 1, 2015, to develop an allocation formula based upon performance to encourage innovation and reward outstanding service by county veterans service officers. The bill would also appropriate \$6,000,000 from the General Fund to the Department of Veterans Affairs for disbursement to the counties to fund the activities of county veterans service officers, as specified, and to encourage innovation and reward outstanding service by these officers.

Sheriff

AB 1438, as introduced, Linder. Sex offenders: certificates of rehabilitation. - Support in Concept

Existing law requires a person who has been convicted of specified sex offenses to register with local law enforcement authorities as a sex offender. Existing law authorizes a person convicted of a felony or a misdemeanor violation of certain sex offenses, the accusatory pleading of which has been dismissed, to file a petition for certificate of rehabilitation and pardon provided that the petitioner has not been incarcerated since the dismissal of the accusatory pleading, is not on probation for the commission of another felony, and presents satisfactory evidence of 5 years residence in this state prior to the filing of the petition. Under existing law, a petition for a certificate of rehabilitation and pardon does not apply to a person who, among other specified crimes, has been convicted of willfully and lewdly committing any lewd and lascivious act upon the body of a child who is under the age of 14. Under existing law, a person convicted of certain sex offenses is not, upon obtaining a certificate of rehabilitation, relieved of his or her duty to register as a sex offender.

This bill, in addition, would make the provisions for obtaining a certificate of rehabilitation inapplicable to a person who is convicted of engaging in sexual intercourse, sodomy, oral copulation, or sexual penetration with a child who is 10 years of age or younger and would provide that such a person who has obtained a certificate of rehabilitation is not relieved of his or her duty to register as a sex offender.

AB 1498, as introduced, Campos. Protective orders. – Support

Existing law authorizes a court with jurisdiction over a criminal matter to issue certain orders upon a good cause belief that harm to, or intimidation or dissuasion of, a victim or witness has occurred or is reasonably likely to occur, including a protective order enjoining a party from, among other things, molesting, attacking, threatening, sexually assaulting, harassing, contacting, or coming within a specified distance of the other party, as specified. Existing law requires a court to consider issuing a protective order on its own motion in all cases where the defendant is charged with a crime of domestic violence, as defined, and requires the court's records of all criminal cases involving domestic violence be clearly marked to alert the court of the issue. Existing law provides that a restraining order or protective order issued in a domestic violence case has precedence in enforcement over a civil court order, except as provided. Existing law authorizes the court, in any case in which a complaint, information, or indictment charging domestic violence has been filed, to consider the underlying nature of the offense charged and other specified information in determining whether good cause exists to issue a protective order.

This bill would apply these provisions to all cases where the defendant is charged with specified sex crimes, including rape, spousal rape, and crimes for which a person is required to register as a sex offender. The bill would further authorize the court, in any case in which a complaint, information, or indictment charging any of the above-described sex crimes has been filed, to consider the defendant's relationship to the victim, the likelihood of continuing harm to the victim, the defendant's criminal history, as specified, and any current protective or restraining order issued by any civil or criminal court involving the defendant.

AB 1511, as introduced, Beth Gaines. Criminal history information: animal control officers. - Oppose

Existing law requires the Department of Justice to maintain state summary criminal history information, including the identification and criminal history of any person, such as his or her name, date of birth, physical description, fingerprints, photographs, dates of arrest, arresting agencies and booking numbers, charges, dispositions, and similar data about the person. Existing law requires the department to furnish this information in response to a request from certain authorized agencies, organizations, or individuals that need the information to fulfill employment, certification, or licensing duties, including in response to a request from a humane officer. Existing law similarly establishes procedures for the disclosure of local summary criminal history information by a local criminal justice agency for certain purposes, as specified.

This bill would require the Department of Justice and local criminal justice agencies to provide state and local summary criminal history information to an animal control officer for the purposes of performing his or her duties. The bill would permit a local agency to charge a reasonable fee sufficient to cover the costs of providing that information. By requiring local criminal justice agencies to provide this information, the bill would impose a state-mandated local program.

AB 1512, as introduced, Stone. Corrections: inmate transfers. – Support (CSSA Sponsor)

Existing law, until July 1, 2015, authorizes the board of supervisors of a county, where, in the opinion of the county sheriff or the director of the county department of corrections, adequate facilities are not available for prisoners, to enter into an agreement with any other county whose county adult detention facilities are adequate for and accessible to the first county and requires the concurrence of the receiving county's sheriff or the director of the county department of corrections. Existing law also requires a county entering into a transfer agreement with another county to report annually to the Board of State and Community Corrections on the number of offenders who otherwise would be under that county's jurisdiction but who are now being housed in another county's facility and the reason for needing to house the offenders outside the county.

This bill would extend the operation of those provisions until July 1, 2020.

Existing law, operative July 1, 2015, authorizes a county where adequate facilities are not available for prisoners who would otherwise be confined in its county adult detention facilities to enter into an agreement with the board or boards of supervisors of one or more nearby counties whose county adult detention facilities are adequate for, and are readily accessible from, the first county for the commitment of misdemeanants and persons required to serve a term of imprisonment in a county adult detention facility as a condition of probation in jail in a county that is party to the agreement. Existing law, operative July 1, 2015, requires these agreements to provide for the support of a person so committed or transferred by the county from which he or she is committed.

This bill would provide that those provisions become operative July 1, 2020.

AB 1526, as amended, Holden. Wiretapping: authorization. – Support

Existing law establishes a procedure for a prosecutor to apply for, and a court to issue, an order authorizing law enforcement to intercept a wire or electronic communication. Existing law requires the Attorney General to prepare and submit an annual report to the Legislature, the Judicial Council, and the Director of the Administrative Office of the United States Courts regarding these interceptions, as specified. Existing law provides that a violation of these provisions is punishable as a misdemeanor with specified penalties, or as a felony. Existing law further provides that these provisions shall remain in effect until January 1, 2015.

This bill would extend the operation of these provisions until January 1, 2020

AB 1561, as introduced, Rodriguez. Taxpayer contributions: California firefighters' and peace officer memorial funds. — Support

The Personal Income Tax Law authorizes an individual to contribute amounts in excess of his or her tax liability for the support of specified funds, including, among others, the California Firefighters' Memorial Fund and the California Peace Officers' Memorial Foundation Fund. Existing law provides for the repeal of the contribution provisions for these funds on January 1, 2016.

This bill would instead repeal those provisions on January 1, 2026.

AB 1577, as introduced, Atkins. Certificates of death: transgender decedent. – Need to review more with CSCA

Existing law establishes the State Department of Public Health under the direction of the State Public Health Officer. Existing law sets forth its powers and duties of the State Public Health Officer, including, but not limited to, designation as the State Registrar of Vital Statistics, having supervisory powers over local registrars and responsible for the uniform and thorough enforcement of provisions relating to the registration of certain vital statistics.

Existing law requires that each death be registered with the local registrar of births and deaths in the district in which the death was officially pronounced or the body was found. Existing law sets forth the persons responsible for completing the certificate of death and the required contents of the certificate, including, but not limited to, the decedent's name, sex, and birthplace. Certain violations of these requirements are a crime.

This bill would require a person completing the certificate of death to record the decedent's gender as that reported by the informant, unless the person completing the certificate is presented with a legal document that memorializes the decedent's gender transition, in which case the document would control. The bill would grant immunity from liability for costs or damages arising from any claims based upon a person entering a decedent's gender as required by this bill.

AB 1585, as introduced, Alejo. Human trafficking. – Support

Existing law defines and proscribes the crimes of human trafficking, solicitation, and prostitution. Existing law authorizes a court, in its discretion and in the interests of justice, to grant various forms of relief to a petitioner who completes conditions of probation, including the dismissal of the accusation or information against that person.

Existing law requires the Department of Justice to maintain state summary criminal history information, and to furnish that information to specified entities for various purposes, including for purposes of fulfilling employment, licensing, and certification requirements. Existing law also authorizes the State Department of Social Services and county or licensed adoption agencies to secure a person's full criminal record in connection with an adoption application, as specified.

This bill would provide that if a defendant has been convicted of solicitation or prostitution and has completed any term of probation for that conviction, the defendant may petition the court for relief if the defendant can establish by clear and convincing evidence that the conviction was the result of his or her status as a victim of human trafficking, and would authorize a court to issue an order that (1) sets forth a finding that the defendant was a victim of human trafficking, as specified, (2) dismisses the accusation or information against the defendant, or orders other relief, and (3) notifies the department that the defendant was a victim of human trafficking when he or she committed the crime and the relief that has been ordered.

The bill would also exclude records of conviction for which the relief described above has been granted from the criminal records that may be disseminated for various purposes, including the full criminal record obtained in connection with an adoption application.

AB 1644, as introduced, Medina. Medi-Cal: Drug Medi-Cal Program providers. - Support

Existing law provides for the Drug Medi-Cal (DMC) Treatment Program, under which counties enter into contracts with the State Department of Health Care Services for providing various drug treatment services to Medi-Cal recipients, or the department directly contracts for those services if a county elects not to do so.

This bill would require a county or the department, before contracting with a certified DMC provider, to obtain criminal background information to determine if the owner has been convicted of a felony or a crime involving fraud and to request subsequent arrest notification for those crimes. The bill would also limit the term of contracts with DMC providers to a maximum of 2 years.

AB 1646, as introduced, Frazier. Vehicles: electronic wireless communication devices: prohibitions. – Support

(1) Existing law requires the Department of Motor Vehicles to examine applicants for specific driver's licenses and requires that the examination include, among other things, a test of the applicants

knowledge and understanding of the provision of the Vehicle Code governing the operation of vehicles upon the highways.

This bill would require the above-described examination to also include a test of the applicant's understanding of the distractions and dangers of handheld cellular phone use and text messaging while operating a motor vehicle.

(2) Existing law establishes that specified convictions and violations under the Vehicle Code and trafficrelated incidents count as points against a driver's record for purposes of suspension or revocation of the privilege to drive.

Under existing law, it is an infraction for any person to drive a motor vehicle while using a wireless telephone, or an electronic wireless communications device to write send, or read a text-based communication, unless the telephone or electronic wireless communications device is designed and configured to allow voice-operated and hands-free operation, and is used in that manner while driving, except as otherwise provided. A person under 18 years of age is prohibited from driving a motor vehicle while using a wireless telephone or an electronic wireless communications device, even if equipped with a hands-free device.

This bill would assess a violation point for a 2nd or subsequent conviction of a violation of these provisions. This bill would also increase the base fines for a violation of any of the above-described prohibitions involving driving a motor vehicle while using a wireless telephone or an electronic wireless communications device from \$20 to \$50, and the fine for a 2nd or subsequent offense from \$50 to \$100.

AB 1649, as introduced, Waldron. Computer crimes. – Support

(1) Existing law makes it a crime to knowingly and without permission disrupt or cause the disruption of computer services or deny or cause the denial of computer services to an authorized user of a computer, computer system, or computer network. Existing law makes a violation of this provision punishable by a fine not exceeding \$10,000, or by imprisonment in a county jail for 16 months, or 2 or 3 years, or by both that fine and imprisonment, or by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment.

This bill would increase the fine to \$20,000 for a felony violation, and to \$10,000 for a misdemeanor violation, for a person who knowingly and without permission disrupts or causes the disruption of government computer services or public safety infrastructure computer system computer services, as defined, or denies or causes the denial of government computer services or public safety infrastructure computer system computer services to an authorized user.

(2) Existing law makes it a crime to knowingly access and without permission add, alter, damage, delete, or destroy any data, computer software, or computer program which resides or exists internal or external to a computer, computer system, or computer network. Existing law makes a violation of this provision punishable by a fine not exceeding \$10,000, or by imprisonment in a county jail for 16 months,

or 2 or 3 years, or by both that fine and imprisonment, or by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment.

This bill would increase the fine to \$20,000 for a felony violation, and to \$10,000 for a misdemeanor violation, for a person who knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a public safety infrastructure computer system computer, computer system, or computer network.

(3) Existing law makes it a crime to knowingly and without permission provide or assist in providing a means of accessing a computer, computer system, or computer network in violation of law. Existing law makes a violation this provision punishable by a fine not exceeding \$1,000 for a first violation that does not result in injury, by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment for a violation that results in a victim expenditure in an amount not greater than \$5,000, or for a 2nd or subsequent violation, and by a fine not exceeding \$10,000, or by imprisonment in a county jail for 16 months, or 2 or 3 years, or by both that fine and imprisonment, or by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, for a violation that results in a victim expenditure in an amount greater than \$5,000.

The bill would increase the fine to \$2,000 for a first violation that does not result in injury, to \$10,000 for a violation that results in a victim expenditure in an amount not greater than \$5,000, or for a 2nd or subsequent violation, and to \$20,000 for a felony violation and to \$10,000 for a misdemeanor violation, for a violation that results in victim expenditure in an amount greater than \$5,000 for any person who knowingly and without permission provides or assists in providing a means of accessing a public safety infrastructure computer system computer, computer system, or computer network.

(4) Existing law makes it a crime to knowingly introduce a computer contaminant into any computer, computer system, or computer network. Existing law makes a violation of this provision punishable by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, for a first violation that does not result in injury, and by a fine not exceeding \$10,000, or by imprisonment in a county jail not exceeding one year, or by imprisonment in a county jail for 16 months, 2 or 3 years, or by both that fine and imprisonment for a violation that results in injury, or for a 2nd or subsequent violation.

This bill would increase the fine to \$10,000 for a first violation that does not result in injury, and to \$20,000 for a violation that results in injury, or for a 2nd or subsequent violation.

(5) Existing law makes it a crime to knowingly and without permission use the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and to thereby damage a computer, computer system, or computer network. Existing law makes a violation of these provisions punishable by a fine of \$1,000 for a first violation that does not cause injury, and by imprisonment in a county jail not exceeding one year, or by a fine not exceeding

\$5,000, or by both that fine and imprisonment, for a violation that results in injury or for a 2nd or subsequent offense.

This bill would revise this crime to apply to any person who knowingly and without permission uses the Internet domain name or profile, as defined, of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages or posts and thereby causes damage. The bill would define electronic mail for these purposes. By expanding the definition of a crime, this bill would impose a state-mandated local program.

AB 1652, as introduced, Ammiano. Inmates: prison gangs. - Oppose

Existing law requires a prisoner of the Department of Corrections and Rehabilitation to be awarded credit reductions from his or her term of confinement of 6 months for every 6 months of continuous confinement, as specified. Existing law provides for up to 6 weeks of additional credit in a 12-month period for the successful completion of certain rehabilitative programs, as specified. Existing law makes a person who is placed in a Security Housing Unit, Psychiatric Services Unit, Behavioral Management Unit, or an Administrative Segregation Unit for specified misconduct, or upon validation as a prison gang member or associate, ineligible to earn credits pursuant to these provisions.

This bill would remove the provision making a person who is placed in a Security Housing Unit, Psychiatric Services Unit, Behavioral Management Unit, or an Administrative Segregation Unit upon validation as a prison gang member or associate ineligible to receive the above-specified credits.

This bill would require that an inmate assigned to a Security Housing Unit as a validated member, associate, or affiliate of a gang or security threat group receive a determinate term of not more than 36 months if the assignment is based solely on that status.

AB 1686, as introduced, Medina. Trespass. – Support in Concept / Watch for now

Existing law provides that a person commits a trespass, which is punishable as a misdemeanor, when he or she willfully refuses or fails to leave land, real property, or structures belonging to, or lawfully occupied by, another person and not open to the general public, after being requested to leave by a peace officer acting at the request of the owner, the owner's agent, or the person in lawful possession, and after being informed by the peace officer that he or she was so acting, or after being requested to leave by the owner, the owner's agent, or the person in lawful possession. Existing law permits, for the purposes of this provision, a single request to be made for a peace officer's assistance for a period of 6 months or less when the premises or property is closed to the public and posted as being closed.

This bill would instead permit that single request to be made for a period not to exceed 12 months.

AB 1688, as introduced, Conway. Developmental centers: crime. - Oppose unless amended

Existing law requires, upon the filing of a claim for reimbursement, a city, county, or superior court to be reimbursed for reasonable and necessary costs connected with state prisons or prisoners in connection with certain circumstances, including with any crime committed in a prison, with any hearing on any return of a writ of habeas corpus prosecuted by or on behalf of a prisoner, or with any costs incurred by a coroner in connection with the death of a prisoner.

This bill would similarly require that, upon the filing of a claim for reimbursement, a city, county, or superior court be reimbursed for reasonable and necessary costs connected with developmental centers or residence of a developmental center in connection with specified circumstances, including with any crime committed at a developmental center, with any hearing on return of a writ of habeas corpus prosecuted by or on behalf of a resident, or with any costs incurred by a coroner in connection with the death of a resident.

Existing law requires a developmental center to immediately, but no later than within 2 hours of the developmental center observing, obtaining knowledge of, or suspecting abuse, report certain incidents involving a resident to the local law enforcement agency having jurisdiction over the city or county in which the developmental center is located. Existing law provides that this reporting requirement does not prevent a developmental center from reporting any other criminal act constituting a danger to the health or safety of the residents of the developmental center to the local law enforcement agency.

This bill would require a local law enforcement agency having jurisdiction over the city or county in which the developmental center is located to respond within 24 hours of receiving an allegation that a crime has occurred at the developmental center. By imposing new duties on local officials, this bill would impose a state-mandated local program.

AB 1715, as introduced, Patterson. Probation: felons: disqualifying circumstances. - Support

Existing law defines probation to mean the suspension of the imposition or execution of a sentence and the order of conditional and revocable release in the community under the supervision of a probation officer. Existing law authorizes probation for some, but not all, felony convictions. Existing law prohibits granting probation for a felony conviction for, among other instances, a person who is convicted of a violent felony or a serious felony and who was on probation or parole for a felony offense at the time of the commission of the new felony offense.

This bill would similarly make that probation unavailable to a person who is convicted of a violent felony or a serious felony and who was on mandatory supervision or postrelease community supervision for a felony offense at the time of the commission of the new felony offense.

AB 1735, as introduced, Hall. Nitrous oxide: dispensing and distributing. – Support (CSSA Co-sponsored)

Existing law makes it a misdemeanor for any person to possess nitrous oxide or any substance containing nitrous oxide, with the intent to breathe, inhale, or ingest for the purpose of causing a condition of intoxication, elation, euphoria, dizziness, stupefaction, or dulling of the senses or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes, or to knowingly and with the intent to do so be under the influence of nitrous oxide or any material containing nitrous oxide.

This bill would make it a misdemeanor to dispense or distribute nitrous oxide to a person, knowing or having reason to believe that the nitrous oxide will be used in violation of the above provisions. The bill would impose a mandatory fine of \$1,000 for a first conviction, a mandatory fine of \$2,000 for a 2nd conviction, and a mandatory fine of \$5,000 for a 3rd or subsequent conviction, and would allow the crime to also be punished by imprisonment in a county jail, not to exceed 6 months. By creating a new crime, this bill would impose a state-mandated local program.

The bill would require any person who dispenses or distributes nitrous oxide to record each transaction in a physical written document, as provided, and would require the person to make the document available for inspection during normal business hours to officers or employees of the California State Board of Pharmacy or other law enforcement agencies. The bill would require the purchaser to sign the document and provide a government-issued photo identification and residential address. The bill would require the person dispensing or distributing the nitrous oxide to mark the packaging or tank containing the nitrous oxide with a label that identifies the person who dispensed or distributed the nitrous oxide and the person's business address.

The bill would require each cartridge or tank of nitrous oxide to be as a printed warning, as specified.

AB 1822, as introduced, Bonta. Tissue banks. - Need more review with CSCA

Existing federal law governs the processing, storage, and use of human tissue and human cell, tissue, or cellular- or tissue-based products (HCT/P), as specified, and imposes certain regulatory duties relating to HCT/P upon the federal Food and Drug Administration (FDA).

Existing state law requires the State Department of Public Health to license and regulate tissue banks, which process, store, or distribute human tissue for transplantation into human beings. Existing law generally requires every tissue bank operating in this state to have a current and valid tissue bank license issued or renewed by the department, but exempts certain activities from that requirement, including the storage of HCT/P by a licensed physician or podiatrist, as specified, if the products were obtained from a California licensed tissue bank, stored in strict accordance with manufacturer instructions, and used solely for the express purpose of direct implantation into or application on the practitioner's own patient, among other criteria.

This bill would create an additional exemption from the tissue bank licensing requirement for the storage of HCT/P regulated by the FDA, as specified, by a person who is licensed to provide health care services, if specified circumstances apply, including that the HCT/P are obtained from a licensed tissue bank, stored in strict accordance with FDA regulations, and used for the express purpose of implantation into or application on a patient.

AB 2399, as introduced, John A. Pérez. Organ and tissue donor registry: driver's license information. – Need to review more with CSCA

The Uniform Anatomical Gift Act authorizes specified state organ procurement organizations to establish a not-for-profit entity designated the California Organ and Tissue Donor Registrar, and requires that entity to establish and maintain the Donate Life California Organ and Tissue Donor Registry. The act requires the registrar to submit an annual written report to the State Public Health Officer and the Legislature with specified information, including the general characteristics of donors as may be determined by information provided on donor registry forms.

Existing law authorizes a business to swipe a driver's license or identification card issued by the Department of Motor Vehicles in any electronic device for prescribed verification and informational purposes. Existing law prohibits a business that swipes a driver's license or identification card in an electronic device from maintaining or using that information for any other purpose. A violation of those provisions is a misdemeanor.

This bill would authorize an organ procurement organization, as defined, to swipe a driver's license or identification card to transmit information to the registry described above for the purpose of allowing an individual to identify himself or herself as a registered organ donor. The bill would require the registrar's annual report to include the general characteristics of donors as may be determined by information transmitted to the registry, as specified. By expanding the types of information that a business may obtain, the unauthorized retention or use of which would be a crime, this bill would impose a state-mandated local program.

SB 922, as introduced, Knight. Sex offenses: disabled victims. — Support

Under existing law, a person who commits rape against a person incapable, because of a mental disorder or developmental or physical disability, of giving legal consent, where that fact is known or reasonably should be known by the person committing the act, shall be punished by imprisonment in the state prison for 3, 6, or 8 years. Under existing law, a person who commits that crime voluntarily acting in concert with another person, by force or violence and against the will of the victim, shall be punished by imprisonment in the state prison for 5, 7, or 9 years.

This bill would instead make these crimes punishable by imprisonment in the state prison for 9, 11, or 13 years, and 10, 12, or 14 years, respectively.

An act to amend, repeal, and add Section 451.5 of the Penal Code, relating to arson, and declaring the urgency thereof, to take effect immediately. – Support

Existing law defines the crime of aggravated arson, and makes a person guilty of that crime if the person has been previously convicted of arson on one or more occasions within the past 10 years, or if the fire caused damage to, or the destruction of 5 or more inhabited structures. Existing law, until January 1, 2014, made a person guilty of aggravated arson if the fire caused property damage and other losses in excess of \$6,500,000, and specified the costs to be included in calculating property damages for purposes of that provision.

This bill would reenact that provision until January 1, 2019. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.

SB 939 (Block D) Criminal jurisdiction. -- SUPPORT

Introduced: 2/3/2014

Status: 2/20/2014-Referred to Com. on PUB. S.

Location: 2/20/2014-S. PUB. S.

Summary:

Current law requires, when more than one violation of certain specified provisions of law occurs in more than one jurisdictional territory, that jurisdiction for any of those offenses is in any jurisdiction where at least one of the offenses occurred if all district attorneys in counties with jurisdiction of the offenses agree to the venue. This bill would include human trafficking, pimping, and pandering to the specified offenses to which the above jurisdictional requirements apply.

SB 941, as introduced, Monning. Vessel operator cards. – Support

(1) Existing law prohibits the operation or navigation of a for-hire vessel, as defined, in the waters of California while carrying passengers, except by a person who holds a valid operator's license issued by the Division of Boating and Waterways. Under existing law, a person applying for an operator's license is required to undergo an examination, that may include, among other things, an inspection of the for-hire vessel.

Existing law requires the division to approve boating safety courses and personal watercraft education courses, as specified.

This bill would prohibit the operation of a vessel that is propelled by an engine in the waters of the state except by a person who is in possession of a valid vessel operator card developed and issued by the division, and would impose that prohibition on persons pursuant to a specified schedule. The bill would exempt certain persons from that requirement and would allow a person who rents a vessel to instead possess a rental vessel operator card, as specified.

The bill would require the division to develop vessel operator cards and issue a vessel operator card to a person who provides the division with proof that the person has passed a vessel operator examination and would require the division to develop an examination and provide links to approved examinations on its Internet Web site. The bill would require the division to charge an unspecified fee for those cards, would establish the Vessel Operator Certification Account in the Harbors and Watercraft Revolving Fund, and would require the fees to be deposited in that account. The bill would authorize the division to expend the moneys in the account, upon appropriation by the Legislature, for purposes of the vessel operator card program.

The bill would require the division to adopt implementing regulations.

The bill would require an amount not to exceed \$4,000,000 to be transferred, upon appropriation in the annual Budget Act, from the Harbors and Watercraft Revolving Fund to the Vessel Operator Certification Account in the form of a loan to be used by the division to develop and establish the program. The bill would require the division to repay the loan from fees received from the issuance of vessel operator cards within 3 years of the effective date of the regulations issued by the division.

The bill would provide that a violation of the bill's provisions is an infraction, and would require a court to order a person who violates those provisions to complete and pass a boating safety course approved by the division. By creating a new crime, this bill would impose a state-mandated local program.

SB 955 (Mitchell D) Interception of electronic communications. -- SUPPORT

Introduced: 2/6/2014

Status: 2/20/2014-Referred to Com. on PUB. S.

Location: 2/20/2014-S. PUB. S.

Summary:

Current law, until January 1, 2015, authorizes the court to issue an order authorizing interception of electronic communications if the judge finds, among other things, that there is probable cause to believe that an individual is committing, has committed, or is about to commit, several offenses, including, among others, possession for sale of certain controlled substances, murder, and certain felonies involving destructive devices. This bill would add human trafficking to the list of offenses for

which interception of electronic communications may be ordered pursuant to those provisions. The bill would extend the operation of the provisions described above until January 1, 2020.

SB 957, as introduced, Vidak. Imprisonment: state prison. - Support

Under existing law, certain specified felonies are punished by imprisonment in a county jail for 16 months, or 2 or 3 years or, where the term is specified, for the term described in the underlying offense. Notwithstanding these provisions, existing law requires that a sentence be served in state prison where the defendant has a prior or current conviction for a serious or violent felony, has a prior felony conviction in another jurisdiction that has all of the elements of a serious or violent felony, is required to register as a sex offender, or has an aggravated white collar crime enhancement imposed as part of the sentence.

This bill would additionally require a defendant to serve his or her sentence in state prison if he or she is convicted of a crime or crimes for which he or she is sentenced to an aggregate term of imprisonment of 10 years or more.

SB 1027, as introduced, Hill. Criminal record information: commercial use. – Support if amended to fix a few technical issues

The California Public Records Act requires public records to be open to inspection at all times during the office hours of the state or local agency that retains those records, and provides that every person has a right to inspect any public record, except as provided.

Existing law requires a business to take reasonable steps to protect unintended disclosure of customer information and limits the way personal information on customers can be used and disseminated.

This bill would prohibit a person who publishes criminal record information, as defined, via print or electronic means from soliciting or accepting a fee or other consideration to remove, correct, or modify that information, as specified. The bill would establish civil penalties for violations of these provisions.

ELECTIONS

AB 280, as amended, Alejo. Voting rights. -- OPPOSE

Existing law, the federal Voting Rights Act of 1965, provides that a change in voting procedures may not take effect in a state or political subdivision that is covered by the preclearance requirements of the

federal act until the change is approved by a specified federal authority. A state or political subdivision is covered by the preclearance requirements of the federal act if it maintained a specified test or device as a prerequisite to voting, and had low voter registration or turnout, in the 1960s and early 1970s. The United States Supreme Court has held that the coverage formula of the federal act is unconstitutional and may not be used as a basis for requiring a jurisdiction to subject a proposed change in voting procedures to federal preclearance. Prior to that holding, the counties of Kings, Monterey, and Yuba were covered jurisdictions subject to the federal preclearance requirements.

This bill would establish a state preclearance system applicable only to the counties of Kings, Monterey, and Yuba. Under this system, if a county enacts or seeks to administer a voting qualification or prerequisite to voting, or a standard, practice, or procedure with respect to voting, that is different from that in force or effect on June 25, 2013, the county elections official would be required to submit the qualification, prerequisite, standard, practice, or procedure to the Attorney General for approval. This bill would require the Attorney General to approve the qualification, prerequisite, standard, practice, or procedure only if it neither has the purpose nor will have the effect of denying or abridging the right to vote on account of race or color. This bill would provide that the qualification, prerequisite, standard, practice, or procedure shall not take effect or be administered in the county until the county receives the approval of the Attorney General. By requiring specified counties to seek approval of the Attorney General for changes to voting procedures, this bill would impose a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the counties of Kings, Monterey, and Yuba.

Summary of Yuba County Department Recommendations for State Legislation March 18, 2014

Agriculture

AB 1642 (Chesbro)

Pest control: Pierce's disease - SUPPORT

AB 2251 (Yamada)

Weights and measures: beverage containers: redemption value – **SUPPORT** (with amendments)

AB 2589 (Bloom)

Weights and measures: county sealers: county ordinance: annual registration fee - SUPPORT

AB 2602 (Eggman)

Farm to School Program - SUPPORT

AB 2657 (Bloom)

Environmentally sensitive areas: use of anticoagulants – **OPPOSE**

SB 1411 (Jackson)

Pesticides: application safety - OPPOSE

County Counsel

AB 2492 (Jones-Sawyer)

Local agencies: meetings: real property transactions - SUPPORT

AB 2507 (Bocanegra)

Public Records Act: exemptions: pending litigation – **SUPPORT**

SB 1337 (DeSaulnier)

Public records: electronic copies and media requests – OPPOSE

Elections

AB 280 (Alejo)

Voting rights – **OPPOSE**

Health and Human Services

SB 1136 (Huff)

Foster care providers: criminal records – **SUPPORT**

AB 1703 (Hall)

IHSS: reading services for blind and visually impaired recipients – **SUPPORT**

AB 2382 (Bradford)

CalWORKs: eligibility: truancy - SUPPORT

SB 899 (Mitchell)

CalWORKs: eligibility - SUPPORT

SB 1029 (Hancock)

CalWORKs and CalFresh eligibility - SUPPORT

AB 1533 (Waldron)

In-home supportive services: criminal background checks – **SUPPORT**

Human Resources

AB 1522 (Gonzalez)

Employment: paid sick days - OPPOSE

AB 2053 (Gonzalez)

Employment discrimination or harassment: education and training: abusive conduct -- OPPOSE

AB 2030 (Campos)

Employees: time off – **OPPOSE**

AB 2126 (Bonta)

Meyers-Milias-Brown Act: mediation - SUPPORT

SB 1234 (Block)

Workers' Compensation – **OPPOSE**

AB 1824 (Rendon)

County employees' retirement: optional settlements revision - OPPOSE

AB 2472 (Com. on Public Emp., Retirement and SS)

Public employees: retirement and health benefits – **OPPOSE**

AB 2473 (Com. on Public Emp., Retirement and SS)

County Employees Retirement Law of 1937: federal law compliance – **SUPPORT**

AB 2474 (Com. on Public Emp., Retirement and SS)

Final compensation: death benefits – **SUPPORT**

SB 1219 (Torres)

Public employees' retirement: service after retirement – OPPOSE

AB 2052 (Gonzalez)

Workers' compensation - OPPOSE

Probation

AB 1449 (V. Manuel Pérez)

Realignment Omnibus Act of 2014 - SUPPORT

AB 1920 (Campos)

Board of State and Community Corrections - OPPOSE

SB 833 (Liu)

Jails: discharge of prisoners – **SUPPORT**

SB 929 (Wright)

Nonviolent felonies – **OPPOSE**

SB 957 (Vidak)

Imprisonment: state prison – **SUPPORT**

Sheriff

AB 1438 (Linder)

Sex offenders: certificates of rehabilitation – **SUPPORT** in Concept

AB 1498 (Campos)

Protective orders - SUPPORT

AB 1511 (Gaines)

Criminal history information: animal control officers - OPPOSE

AB 1512 (Stone)

Corrections: inmate transfers – **SUPPORT** (CSSA Sponsor)

AB 1526 (Holden)

Wiretapping: authorization – **SUPPORT**

AB 1561 (Rodriguez)

Taxpayer contributions: California firefighters' and peace officer memorial funds - SUPPORT

AB 1585 (Alejo)

Human trafficking - SUPPORT

AB 1644 (Medina)

Medi-Cal: Drug Medi-Cal Program providers – **SUPPORT**

AB 1646 (Frazier)

Vehicles: electronic wireless communication devices: prohibitions – **SUPPORT**

AB 1649 (Waldron)

Computer crimes – **SUPPORT**

AB 1652 (Ammiano)

Inmates: prison gangs – OPPOSE

AB 1686 (Medina)

Trespass – **SUPPORT** in Concept / Watch for now

AB 1688 (Conway)

Developmental centers: crime - OPPOSE unless amended

AB 1715 (Patterson)

Probation: felons: disqualifying circumstances - SUPPORT

AB 1735 (Hall)

Nitrous oxide: dispensing and distributing – **SUPPORT** (CSSA Co-sponsored)

SB 922 (Knight)

Sex offenses: disabled victims – **SUPPORT**

SB 930 (Berryhill)

Arson - SUPPORT

SB 939 (Block)

Criminal jurisdiction - SUPPORT

SB 941 (Monning)

Vessel operator cards – **SUPPORT**

SB 955 (Mitchell)

Interception of electronic communications – <u>SUPPORT</u>

SB 957 (Vidak)

Imprisonment: state prison – **SUPPORT**

SB 1027 (Hill)

Criminal record information: commercial use – **SUPPORT** (technical fixes needed)

Veterans

AB 2703 (Quirk-Silva)

County veterans service officers - SUPPORT

Hunting

AB 2205 (Donnelly)

Mammals: use of dogs to pursue bears and bobcats - SUPPORT (co-sponsor?)

Yuba County Department Recommendations for State Legislation March 18, 2014

Agriculture

AB 1642 (Chesbro)

Pest control: Pierce's disease - SUPPORT

EXISTING LAW: allows money in the Pierce's Disease Management Account in the Food and Agriculture Fund to be expended as specified to combat Pierce's disease and its vectors, including the glassy-winged sharpshooter, and for purposes relating to other designated pests and diseases, as provided. Current law makes these provisions inoperative on March 1, 2016, and repeals them on January 1, 2017.

THIS BILL: would extend to March 1, 2021, the date on which the above provisions become inoperative, and would repeal those provisions on January 1, 2022. This bill contains other related provisions and other existing laws.

AB 2251 (Yamada)

Weights and measures: beverage containers: redemption value - SUPPORT (with amendments)

EXISTING LAW: makes it unlawful for a person, at the time of sale of a commodity, to charge an amount greater than the price that is advertised, posted, marked, displayed, or quoted for the commodity. Existing law requires the Department of Food and Agriculture and each county sealer to enforce these provisions. A violation of these provisions is a crime.

The California Beverage Container Recycling and Litter Reduction Act requires a beverage distributor to pay a redemption payment in a specified amount for every beverage container sold or offered for sale in the state to the Department of Resources Recycling and Recovery, for deposit in the California Beverage Container Recycling Fund. The Act authorizes a dealer, as defined, to separately identify the amount of any redemption payment imposed on a beverage container in all advertising of beverage products and on shelf labels of the dealer's establishment.

THIS BILL: would require a dealer, at the time of sale of a beverage in a container subject to the act, to separately identify the amount of any redemption payment imposed on the beverage container pursuant to the act and to accurately identify the amount of any redemption payment required by the act. Because a violation of these provisions would be a crime, this bill would create a state-mandated local program.

AB 2589 (Bloom)

Weights and measures: county sealers: county ordinance: annual registration fee - SUPPORT

EXISTING LAW: governing weights and measures provides that there is in each county the office of county sealer, as defined, of weights and measures to administer those provisions, as specified. **EXISTING LAW:** requires a county sealer to weigh and measure packages, containers, or amounts of commodities sold, or in the process of delivery, in order to determine whether they contain the quantity or amount represented and whether they are being sold in accordance with law.

THIS BILL: in order to recover the costs of carrying out these provisions, would authorize a board of supervisors of a county to charge an annual registration fee, not to exceed the county's total cost of actually weighing and measuring packages, containers, or amounts of commodities sold, or in the process of delivery, in order to determine whether they contain the quantity or amount represented and whether they are being sold in accordance with law. THIS BILL: would require any adopted registration fee to be imposed on a business location operating in the county that packs, imports, warehouses, or distributes more than 10,000 packages or containers per year that intends to sell or distribute for sale those packages or containers. THIS BILL: would require an ordinance imposing a registration fee to exempt any person or entity operating a business location at which both retail sales and commodity packing operations are conducted if the retail sales activities constitute the significant majority of its business operations.

AB 2602 (Eggman)

Farm to School Program - SUPPORT

EXISTING LAW: requires the State Department of Education to ensure that the nutrition levels of meals served to school age children pursuant to the federal National School Lunch Act be of the highest quality and greatest nutritional value possible.

THIS BILL: would establish the Farm to School Program, to be administered by the Department of Food and Agriculture, to provide for the allocation of grants and technical assistance to school districts and county offices of education for the purpose of increasing the provision of fresh and nutritious school meals to pupils. THIS BILL: would authorize the Secretary of Food and Agriculture to distribute grants to eligible school districts and county offices of education for the purpose of developing and maintaining a Farm to School program, and would authorize grants of up to \$2,500 for a school site with less than 1,000 enrolled pupils, and, for school sites with 1,000 or more enrolled pupils, would authorize grants of up to \$5,000 per school site. THIS BILL: would require a school district or county office of education that receives a grant pursuant to those provisions to comply with specified reporting requirements. THIS BILL: would require the secretary to convene an interagency working group on increasing the provision of fresh and nutritious school meals to pupils that includes representatives of the Department of Food and Agriculture, the State Department of Education, and the State Department of Health Care Services. THIS BILL: would make the implementation of the Farm to School Program contingent upon appropriation by the Legislature for those purposes.

AB 2657 (Bloom)

Environmentally sensitive areas: use of anticoagulants - OPPOSE

EXISTING LAW: requires the Director of Pesticide Regulation to, by regulation, designate and establish a list of restricted materials based upon, among other criteria, hazards related to persistent residues in the soil resulting ultimately in contamination of the air, waterways, estuaries, or lakes, with consequent damage to fish, wild birds, and other wildlife. Existing law requires the director to control and otherwise regulate the use of restricted materials, as specified. **EXISTING LAW:** requires the Fish and Game Commission and the Department of Fish and Wildlife to protect and conserve the fish and wildlife resources of the state by establishing ecological reserves and by conserving, protecting, restoring, and enhancing any endangered species or any threatened species and its habitat.

THIS BILL: would prohibit the use of any poison, substance, or product, other than its use as a prescription drug under the direction of a licensed physician and surgeon, that contains one or more of specified anticoagulants, including brodifacoum and bromadiolone, in environmentally sensitive areas. **THIS BILL:** because a violation of this provision would be a misdemeanor, would create new crimes, thereby a imposing state-mandated local program.

SB 1411 (Jackson)

Pesticides: application safety - OPPOSE

EXISTING LAW: regulates pest control operations, and requires the Director of Pesticide Regulation and county agricultural commissioners to enforce those provisions. **EXISTING LAW:** authorizes a county agricultural commissioner to adopt regulations applicable in his or her county that are supplemental to those of the director that govern the conduct of pest control operations, as specified, and specifically authorizes a county agricultural commissioner to adopt regulations to regulate the timing, notification, and method of application for the agricultural use of any pesticide for agricultural production within 1/4 mile of a school. **EXISTING LAW:** specifies that the regulations become operative unless disapproved by the director. A violation of the provisions, or regulations adopted pursuant to those provisions, relating to pest control operations and pesticides is generally a misdemeanor.

THIS BILL: would also authorize a county agricultural commissioner to adopt regulations to prohibit the agricultural use of any pesticide within 1/4 mile of a school, subject to disapproval by the director.

EXISTING LAW: requires a person who operates a pest control business to be licensed by the director and registered by the county agricultural commissioner. Existing law requires public property, where public exposure is foreseeable, to be posted with warning signs prior to pesticide applications, as specified.

THIS BILL: would require an operator applying pesticide to a property by certain methods, including aerial applications or airblast applications of certain categories of pesticides, to ensure that the occupants of properties, including schools and residences, that are within 1,200 feet of the perimeter of the application or any required buffer zone receive notice of the planned pesticide application, as specified.

EXISTING LAW: requires the director, with participation by the Office of Environmental Health Hazard Assessment, to adopt regulations relating to pesticides and worker safety on specified subjects, including, among others, restricting worker reentry into areas treated with pesticides, and posting signs, in English and Spanish, in fields, areas, adjacent areas or fields, or storage areas.

THIS BILL: would require posting signs used to warn that a restricted entry interval is in effect to include specified information, including, but not limited to, the name of the pesticide product to be applied, and the telephone numbers of the county agricultural commissioner's office and the pesticide applicator.

THIS BILL: would require the pesticide applicator's telephone number to be answered 24 hours per day, 7 days per week, to answer calls from agricultural workers regarding the pesticide application.

THIS BILL: would state legislative findings and declarations relating to the bill's provisions. **THIS BILL:** would also make nonsubstantive changes, including incorporating changes to those provisions enacted by the Governor's Reorganization Plan of 1991.

County Counsel

AB 2492 (Jones-Sawyer)

Local agencies: meetings: real property transactions - SUPPORT

EXISTING LAW: The Ralph M. Brown Act, requires all meetings of the legislative body of a local agency to be open and public, with specified exceptions. **EXISTING LAW:** Authorizes a legislative body of a local agency, after holding an open and public session as specified, to hold

a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

THIS BILL: would instead authorize the legislative body to hold a closed session to grant authority to the negotiator regarding the price and terms of the purchase, sale, exchange, or lease.

EXISTING LAW: constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

THIS BILL: would make legislative findings to that effect.

AB 2507 (Bocanegra)

Public Records Act: exemptions: pending litigation - SUPPORT

EXISTING LAW: the California Public Records Act (CPRA), requires state and local agencies to make public records available upon receipt of a request that reasonably describes an identifiable record not otherwise exempt from disclosure, upon the payment of fees to cover costs. **EXISTING LAW:** exempts from the CPRA's disclosure requirements any records pertaining to pending litigation to which the public agency is a party, until the pending litigation or claim has been finally adjudicated or otherwise settled.

THIS BILL: would provide that public agency attorney billing records, when they are prepared in connection with pending litigation, are exempt from the CPRA's disclosure provisions during the pendency of the litigation.

EXISTING LAW: constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

THIS BILL: would make legislative findings to that effect.

SB 1337 (DeSaulnier)

Public records: electronic copies and media requests - OPPOSE

EXISTING LAW: The California Public Records Act requires every state or local agency to make public records open to inspection at all times during regular office hours and provides that every person has a right to inspect any public record, except as specified.

THIS BILL: would require a state or local agency to provide an electronic copy of a public record when the public record is made available in response to a request. **THIS BILL:** would require a state or local agency to respond to a request for public records from a member of the press, as defined, within 14 days. By imposing additional duties upon local agencies in making public records available for inspection, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

THIS BILL: would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Elections

AB 280 (Alejo)

Voting rights - OPPOSE

EXISTING LAW: the federal Voting Rights Act of 1965, provides that a change in voting procedures may not take effect in a state or political subdivision that is covered by the preclearance requirements of the federal act until the change is approved by a specified federal authority. A state or political subdivision is covered by the preclearance requirements of the federal act if it maintained a specified test or device as a prerequisite to voting, and had low voter registration or turnout, in the 1960s and early 1970s. The United States Supreme Court has held that the coverage formula of the federal act is unconstitutional and may not be used as a basis for requiring a jurisdiction to subject a proposed change in voting procedures to federal preclearance. Prior to that holding, the counties of Kings, Monterey, and Yuba were covered jurisdictions subject to the federal preclearance requirements.

EXISTING LAW: would establish a state preclearance system applicable only to the counties of Kings, Monterey, and Yuba. Under this system, if a county enacts or seeks to administer a voting qualification or prerequisite to voting, or a standard, practice, or procedure with respect to voting, that is different from that in force or effect on June 25, 2013, the county elections official would be required to submit the qualification, prerequisite, standard, practice, or procedure to the Attorney General for approval.

THIS BILL: would require the Attorney General to approve the qualification, prerequisite, standard, practice, or procedure only if it neither has the purpose nor will have the effect of denying or abridging the right to vote on account of race or color. THIS BILL: would provide that the qualification, prerequisite, standard, practice, or procedure shall not take effect or be administered in the county until the county receives the approval of the Attorney General. By requiring specified counties to seek approval of the Attorney General for changes to voting procedures, this bill would impose a statemandated local program. THIS BILL: would make legislative findings and declarations as to the necessity of a special statute for the counties of Kings, Monterey, and Yuba.

Health and Human Services

SB 1136 (Huff)

Foster care providers: criminal records - SUPPORT

EXISTING LAW: requires the State Department of Social Services to license and regulate community care facilities, including foster family homes, certified family homes of licensed foster family agencies, and group homes. **EXISTING LAW:** requires that persons providing care or services at these homes or facilities obtain either a criminal record clearance or an exemption from disqualification from the department, as prescribed.

EXISTING LAW: authorizes a child welfare agency to secure from an appropriate governmental criminal justice agency the state summary criminal history information for specified purposes, including an

assessment of the appropriateness of placing a child subject to the jurisdiction of the juvenile court with a relative or nonrelative extended family member.

THIS BILL: would authorize the State Department of Social Services to share all information related to a criminal record clearance or exemption granted by the department with a county child welfare agency with responsibility to monitor the health and safety of persons receiving care, treatment, or services from state licensed foster homes, certified homes of licensed foster family agencies and employees of those agencies, and licensed group homes. THIS BILL: would further authorize a county child welfare agency to receive state-summary criminal history information for purposes of assessing the appropriateness and safety of placing a child who has been detained or is a dependent of the court in a licensed foster family home, group home, or state-licensed foster home, and monitoring the health and safety of persons in those placements.

AB 1703 (Hall)

In-home supportive services: reading services for blind and visually impaired recipients -- SUPPORT

EXISTING LAW: provides for the Medi-Cal program, which is administered by the State Department of Health Care Services, under which qualified low-income individuals receive health care services. The Medi-Cal program is, in part, governed and funded by federal Medicaid Program provisions. EXISTING LAW: provides for the county-administered In-Home Supportive Services (IHSS) program, under which, either through employment by the recipient, or by or through contract by the county, qualified aged, blind, and disabled persons receive services enabling them to remain in their own homes. EXISTING LAW: county welfare departments are required to provide visually impaired applicants and recipients with information on, and referral services to, entities that provide reading services to visually impaired persons. Existing law defines "supportive services" for purposes of the IHSS program.

THIS BILL: would include within the definition of supportive services designated reading assistance services to a recipient of services under the IHSS program who is blind or visually impaired, or who has another disability that affects his or her ability to read. By expanding the scope of available services under the IHSS program, this bill would impose a state-mandated local program. **THIS BILL:** would also require the Director of Health Care Services to seek any federal approvals necessary to ensure that Medicaid funds may be used in implementing this provision.

AB 2382 (Bradford)

CalWORKs: eligibility: truancy -- SUPPORT

EXISTING LAW: (federal) provides for allocation of federal funds through the federal Temporary Assistance for Needy Families (TANF) block grant program to eligible states, with California's version of this program being known as the California Work Opportunity and Responsibility to Kids (CalWORKs) program. Under the CalWORKs program, each county provides cash assistance and other benefits to qualified low-income families and individuals who meet specified eligibility criteria, including participating in specified welfare-to-work activities. **EXISTING LAW:** exempts from these welfare-to-work requirements a child who is under 16 years of age or attending an elementary, secondary, vocational, or technical school on a full-time basis.

EXISTING LAW: conditions the receipt of CalWORKs aid upon the school attendance of all children in an assistance unit who are subject to compulsory education, as specified. **EXISTING LAW:** further requires that this attendance requirement be included in the recipient's welfare-to-work plan. **EXISTING LAW:** if the county determines that an eligible child under 16 years of age is not regularly attending school as required, the county is prohibited from considering the needs of all adults in an assistance unit in computing the grant of a family, unless the county determines that good cause exists. **EXISTING LAW:**

prohibits the needs of a child 16 years of age or older from being considered in computing the grant to the family if the county determines that he or she has not been regularly attending school or participating in a welfare-to-work plan, unless the county determines that good cause exists.

THIS BILL: would revise these requirements by, among other things, deleting the requirement that the aid grant of a family be reduced if the county determines that an eligible child under 16 years of age is not regularly attending school. THIS BILL: would require that, if the county determines that a child who is 16 years of age or older is not attending school, the county inform the family of how to enroll the child in a continuation school within the county and screen the family to determine its eligibility for family stabilization services. THIS BILL: would require the county to document that the family was given this information and was screened for those services. THIS BILL: would prohibit the consideration of the child's needs in computing the grant to the family for any month in which the county is informed by a school district or a county school attendance review board that the child did not attend school unless one of several circumstances is present, including that the county is provided with evidence that the child has been attending school or there is good cause for school nonparticipation at any time during the month. THIS BILL: would provide that a child whose needs are excluded from computing the family grant would remain eligible for services that may lead to school attendance.

SB 899 (Mitchell)

CalWORKs: eligibility -- SUPPORT

EXISTING LAW: requires each county to provide cash assistance and other social services to needy families through the California Work Opportunity and Responsibility to Kids (CalWORKs) program using federal Temporary Assistance to Needy Families (TANF) block grant program, state, and county funds. Under existing law, for purposes of determining a family's maximum aid payment under the CalWORKs program, the number of needy persons in the same family is not increased for any child born into a family that has received aid under the CalWORKs program continuously for the 10 months prior to the birth of the child, with specified exceptions.

THIS BILL: would repeal that exclusion for purposes of determining the family's maximum aid payment and would expressly prohibit the denial of aid or denial of an increase in the maximum aid payment if a child, on whose behalf aid or an increase in aid is being requested, was born into an applicant's or recipient's family while the applicant's or recipient's family was receiving aid under the CalWORKs program. THIS BILL: would specify that an applicant or recipient is not entitled to an increased benefit payment for any month prior to January 1, 2015, as a result of the repeal of that exclusion or the enactment of that express prohibition. THIS BILL: would also prohibit the department from conditioning an applicant's or recipient's eligibility for aid on the applicant's or recipient's disclosure of information regarding rape, incest, or contraception, as specified, or the applicant's or recipient's use of contraception. THIS BILL: would make related findings and declarations.

SB 1029 (Hancock)

CalWORKs and CalFresh eligibility - Support

EXISTING LAW: requires each county to provide cash assistance and other social services to needy families through the California Work Opportunity and Responsibility to Kids (CalWORKs) program using federal Temporary Assistance to Needy Families (TANF) block grant program, state, and county funds. **EXISTING LAW:** an individual is ineligible for aid if the individual has been convicted in state or federal court after December 31, 1997, of any offense classified as a felony and that has as an element the possession, use, or distribution of a controlled substance.

THIS BILL: would authorize CalWORKs benefits to be paid to an individual who is convicted in state or federal court after December 31, 1997, of any offense classified as a felony that has as an element the possession, use, or distribution of a controlled substance. If the person is on supervised release, he or she would be ineligible for CalWORKs benefits during any period of revocation of that supervised release.

EXISTING LAW: provides for the federal Supplemental Nutrition Assistance Program (SNAP), known in California as CalFresh, formerly the Food Stamp Program, under which supplemental nutrition assistance benefits allocated to the state by the federal government are distributed to eligible individuals by each county. **EXISTING LAW:** a person convicted of specified drug offenses, including transporting, selling, furnishing, administering, giving away, possessing for sale, purchasing for purpose of sale, or manufacturing a controlled substance, is ineligible to receive CalFresh benefits. **EXISTING LAW:** authorizes the payment of CalFresh benefits to other convicted drug felons who have participated in, or are on the waiting list for, a drug treatment program, or who can show other evidence that the illegal use of controlled substances has ceased.

THIS BILL: would authorize CalFresh benefits to be paid to an individual who is convicted in state or federal court after December 31, 1997, of any offense classified as a felony that has as an element the possession, use, or distribution of a controlled substance. If the person is on supervised release, he or she would be ineligible for CalFresh benefits during any period of revocation of that supervised release. THIS BILL: would also require the department to request a waiver from the federal government for the preenrollment of otherwise eligible applicants to the CalFresh program within one month of the applicant's reentry into the community from county jail or state prison, and would require the counties to implement the preenrollment program within 6 months of the waiver being granted. By requiring local agencies to provide a higher level of service, this bill would impose a state-mandated local program.

AB 1533 (Waldron)

In-home supportive services: criminal background checks -- SUPPORT

EXISTING LAW: provides for the county-administered In-Home Supportive Services (IHSS) program, under which qualified aged, blind, and disabled persons are provided with services in order to permit them to remain in their own homes and avoid institutionalization. **EXISTING LAW:** authorizes services to be provided under the IHSS program either through the employment of individual providers, a contract between the county and an entity for the provision of services, the creation by the county of a public authority, or a contract between the county and a nonprofit consortium. **EXISTING LAW:** requires a county, public authority, or nonprofit consortium, as applicable, to conduct an investigation of the qualifications and background of an IHSS provider applicant, including specified criminal background checks.

THIS BILL: would require, as part of those criminal background checks, the Department of Justice to request federal summary criminal history information from the Federal Bureau of Investigation, and to review the information returned from the Federal Bureau of Investigation and provide it to the county, public authority, or nonprofit consortium.

Human Resources

AB 1522 (Gonzalez)

Employment: paid sick days -- OPPOSE

EXISTING LAW: authorizes employers to provide their employees paid sick leave.

THIS BILL: would provide that an employee, as defined, who works in California for 7 or more days in a calendar year is entitled to paid sick days, as defined, to be accrued at a rate of no less than one hour for every 30 hours worked. An employee would be entitled to use accrued sick days beginning on the 90th calendar day of employment. **THIS BILL:** would require employers to provide paid sick days, upon the request of the employee, for diagnosis, care, or treatment of health conditions of the employee or an employee's family member, or for leave related to domestic violence or sexual assault. An employer would be prohibited from discriminating or retaliating against an employee who requests paid sick days. **THIS BILL:** would require employers to satisfy specified posting and notice and recordkeeping requirements. The bill would also make conforming changes.

THIS BILL: would require the Labor Commissioner to administer and enforce these requirements, including the promulgation of regulations, investigation, mitigation, and relief of violations of these requirements. THIS BILL: would authorize the Labor Commissioner to impose specified administrative fines for violations and would authorize an aggrieved person, the commissioner, the Attorney General, or an entity a member of which is aggrieved to bring an action to recover specified civil penalties against an offender, as well as attorney's fees, costs, and interest.

THIS BILL: would specify that it does not apply to employees covered by a collective bargaining agreement that provides for paid sick days, nor does it lessen any other obligations of the employer to employees. **THIS BILL:** would further specify that it does not apply to employees in the construction industry covered by a collective bargaining agreement if the agreement expressly waives the requirements of this article in clear and unambiguous terms. **THIS BILL:** would specify that it applies to certain public authorities, established to deliver in-home supportive services, except where a collective bargaining agreement provides for an incremental wage increase sufficient to satisfy the bill's requirements for accrual of sick days.

AB 2053 (Gonzalez)

Employment discrimination or harassment: education and training: abusive conduct -- OPPOSE

EXISTING LAW: makes specified employment practices unlawful, including the harassment of an employee directly by the employer or indirectly by agents of the employer with the employer's knowledge. **EXISTING LAW:** further requires every employer to act to ensure a workplace free of sexual harassment by implementing certain minimum requirements, including posting sexual harassment information posters at the workplace and obtaining and making available an information sheet on sexual harassment. **EXISTING LAW:** also requires employers, as defined, with 50 or more employees to provide at least 2 hours of training and education regarding sexual harassment to all supervisory employees, as specified. Existing law requires each employer to provide that training and education to each supervisory employee once every 2 years.

THIS BILL: would additionally require that the above-described training and education include, as a component of the training and education, prevention of abusive conduct, as defined. The bill would also make technical, nonsubstantive changes to these provisions.

AB 2030 (Campos)

Employees: time off -- OPPOSE

EXISTING LAW: prohibits an employer who employs 25 or more employees working at the same location from discharging or in any way discriminating against an employee who is a parent, guardian, or grandparent having custody of a child in a licensed child day care facility or in kindergarten or grades 1 to 12, inclusive, for taking off up to 40 hours each year for the purpose of participating in school activities, subject to specified conditions including a limitation of 8 hours in any calendar month of the school year. **EXISTING LAW:** requires an employee to utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this provision and also authorizes an employee to utilize time off without pay for this purpose, to the extent made available by his or her employer.

THIS BILL: would prohibit such an employer from discharging or discriminating against an employee taking time off, within those defined limitations, without loss of pay. **THIS BILL:** would prohibit an employee from being required to use existing vacation, personal leave, or compensatory time off for those purposes, unless otherwise provided by a collective bargaining agreement entered into before January 1, 2015, and in effect on that date, or from being required to use time off without pay for those purposes. **THIS BILL:** would prohibit the entitlement of any employee under those provisions from being diminished by any collective bargaining agreement term or condition that is agreed to on or after January 1, 2015.

AB 2126 (Bonta)

Meyers-Milias-Brown Act: mediation - SUPPORT

The Meyers-Milias-Brown Act requires the governing body of a local public agency to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of a recognized employee organization. The act requires, if a tentative agreement is reached and the governing body adopts the tentative agreement, that the parties prepare jointly a non binding written memorandum of understanding of the agreement. Under existing law, if representatives of the public employee agency and the recognized employee organization fail to reach agreement, the parties may agree together upon the appointment of a mutually agreeable mediator.

THIS BILL: instead would permit either party to request mediation and would require the parties to agree upon a mediator. If the parties cannot agree upon a mediator, the bill would authorize either party to request the board to mappoint a mediation. **THIS BILL:** would require the board to appoint a mediator within 5 days after receipt of the party's request, as prescribed.

SB 1234 (Block)

Workers' compensation - OPPOSE

EXISTING LAW: provides that certain peace officers, firefighters, and other specified state and local public employees are entitled to a leave of absence without loss of salary while disabled by injury or illness arising out of and in the course of employment. The leave of absence is in lieu of temporary disability payments or maintenance allowance payments otherwise payable under the workers' compensation system.

THIS BILL: would extend this leave of absence entitlement to certain peace officers who are not already described in these provisions, including, but not limited to, the Attorney General and special agents and investigators of the Department of Justice, certain park rangers designated by a local agency, and members of a California Community College police force.

AB 1824 (Rendon)

County employees' retirement: optional settlements revision - OPPOSE

The County Employees Retirement Law of 1937 permits a member or retired member of a retirement system established pursuant to its provisions, prior to the time that the first payment of any retirement allowance is made, to elect certain optional settlements, which operate to reduce the allowance payable to the member through his or her life and provide for a subsequent payment to another party or parties, including his or her spouse.

THIS BILL: upon adoption by a county, would permit a retired member to revise certain optional settlements if, at retirement, the retired member was unmarried or had been married less than one year, the retired member had retired before the county adopted other specified optional retirement settlements, and the application to revise includes the signature of the designated beneficiary of the optional settlement or a written declaration, as specified. THIS BILL: would provide a civil penalty for a person who knowingly provides false information in the declaration, to be brought at the option of a public prosecutor. THIS BILL: would also require, if the designated beneficiary of the optional settlement is a spouse or domestic partner of the member, that the application for revision evidence that person's agreement to the revision. THIS BILL: would provide, pursuant to this revision, that the retired member's allowance remain the same as provided by the optional settlement, adjusted for any cost-of-living increases that have been added to the retirement allowance. THIS BILL: would provide that the retirement system has no obligation to locate or otherwise contact retired members who may qualify for a revision. THIS BILL: would provide that any actions taken, as described above, do not excuse the obligation of a member to provide a continuing benefit to a former spouse pursuant to court order.

AB 2472 (Com. on Public Emp., Retirement and SS)

Public employees: retirement and health benefits - OPPOSE

The Public Employees' Retirement Law (PERL) creates the Public Employees' Retirement System (PERS), which provides a defined benefit to its members based on age at retirement, service credit, and final compensation. EXISTING LAW: vests the management and control of the PERS in the Board of Administration of the PERS. EXISTING LAW: requires the board, in addition to any other reports it is required to make, to annually file a separate report with the Governor and the Legislature on all matters under its jurisdiction.

THIS BILL: would repeal that requirement and make other conforming changes.

EXISTING LAW: provides that if a correction of the amount of compensation received by a member that is reported to the system requires additional employer contributions to be paid to the system, the contributions shall be computed using the employer rate in effect at the time of the adjustment.

THIS BILL: would instead provide that the employer contribution shall be computed using the employer contribution rate in effect at the time that the compensation requiring adjustment was earned.

EXISTING LAW: requires that an election, revocation, or change of retirement benefits be made prior to the making of the first payment on account of any retirement allowance, or any retirement allowance following a change in retirement status.

THIS BILL: would allow an election, revocation, or change of election to be made within 30 calendar days after the making of the first payment.

EXISTING LAW: requires the Board of Administration of the Public Employees' Retirement System to administer the Public Employees' Medical and Hospital Care Act and authorizes the board to contract for health benefit plans for employees and annuitants. **EXISTING LAW:** defines a family member, for purposes of the act as an employee's or annuitant's spouse or domestic partner and any child, including an adopted child, a stepchild, or recognized natural child.

THIS BILL: would include a foster child in the definition of family member.

EXISTING LAW: requires the board to conduct a study to examine the feasibility and cost-effectiveness of creating a single statewide health care pool that would cover all public school employees.

THIS BILL: would repeal that requirement.

EXISTING LAW: establishes the Judges' Retirement System II which provides retirement benefits to elected judges. Existing law provides that if a retired judge becomes entitled to any salary for assignment to a court by the Chairperson of the Judicial Council after retirement for disability, the retirement allowance otherwise payable pursuant to the Judges' Retirement System II Law shall, during the time he or she is entitled to receive that salary or other compensation, be reduced by the amount of that salary or compensation.

THIS BILL: would specify, except as provided, that if person who is retired for service or disability under the system is appointed or elected to serve as a judge, he or she shall reinstate from retirement and again become a member of the system.

AB 2473 (Com. on Public Emp., Retirement and SS)

County Employees Retirement Law of 1937: federal law compliance - SUPPORT

Federal tax law regulates pension plans generally and regulates public pension plans specifically based on their status as governmental plans, as defined. In this regard, among other things, federal law requires that accrued member retirement benefits be nonforfeitable, as specified, establish conditions for the distribution of funds to members from a retirement system, prescribe requirements for the vesting of benefits, and limit the application of pension funds for medical benefits.

The County Employees Retirement Law of 1937 (CERL) permits counties and districts, as defined, to provide retirement benefits to their employees pursuant to its provisions, and vests the management of the retirement system in the board of retirement. CERL generally conditions distribution of benefits upon compliance with federal requirements. CERL requires a county to retain in its retirement fund specified excess earnings to maintain a reserve against possible future deficiencies in earnings, and to transfer certain of those excess earnings into county advance reserves for the sole purpose of paying the cost of benefits, as specified. CERL authorizes the use of these reserves for the payment of certain health and medical benefits, subject to specified limitations.

THIS BILL: would revise various provisions of CERL to explicitly conform with federal law. **THIS BILL:** in this regard, would provide that a member's accrued retirement benefits are nonforfeitable, in accordance with federal law, once the member attains normal retirement age, as specified, or upon termination of, or discontinuance of contributions under, the retirement system. **THIS BILL:** upon the withdrawal of a district from a retirement system, also would prohibit a refund, distribution, or transfer of contributions for other funds to an employee or district unless in compliance with prescribed federal law.

THIS BILL: would revise provisions authorizing a retirement system to apply specified earnings to designated health benefits provided federal requirements are met, and would allow the board of retirement to authorize payment of those benefits with county advance reserves. **THIS BILL:** would specify that, if a county establishes a Post-Employment Benefits Trust Account as a part of its retirement fund, that account shall be used exclusively to provide health benefits for retired members, their spouses, and dependents.

THIS BILL: would revise county procedures applicable to providing service credit to a member of the retirement system for all or part of his or her military service, in accordance with federal law.

THIS BILL: would require a county that elects to provide optional long-term care or vision benefits, to comply with applicable federal law and regulation, including maintaining separate trust funds for those benefits. The bill also would make various technical, nonsubstantive changes to CERL.

AB 2474 (Com. on Public Emp., Retirement and SS)

Final compensation: death benefits - SUPPORT

The County Employees Retirement Law of 1937 (CERL) authorizes counties to establish retirement systems pursuant to its provisions in order to provide pension benefits to county, city, and district employees and their beneficiaries. The CERL provides for a defined retirement benefit based upon credited service, final compensation, and age at retirement subject to specified formulas relating to membership classification.

The California Public Employees' Pension Reform Act of 2013 (PEPRA) requires a public retirement system, as defined, including county and district retirement systems created pursuant to CERL, to modify its pension plan or plans to comply with the act and, among other provisions, establishes new limits of pensionable compensation that may not be exceeded whenever pensionable compensation is used in the calculation of a benefit. PEPRA defines pensionable compensation for purposes of its provisions.

THIS BILL: would clarify that the definition of final compensation for members whose services is on a tenure that is temporary, seasonal, intermittent, or part time in the CERL, as described, also applies to those members meeting the same service criteria who are subject to PEPRA.

The CERL provides that the surviving spouses of members who die in service after a specified number of years of service or as a result of service-connected injury or disease may elect a benefit calculated using the annual compensation earned by the deceased in lieu of a death benefit or life annuity.

THIS BILL: would instead require that benefit to be calculated using the pensionable compensation earned by the deceased member, if that member was subject to PEPRA.

The CERL provides that a surviving spouse of a safety member who is killed in the performance of duty or who dies as the result of an accident or injury caused by external violence or physical force incurred in the performance of his or her duty be paid a one-time lump-sum benefit calculated using the annual compensation earnable by the deceased.

THIS BILL: would instead require that benefit to be calculated using the pensionable compensation earned by the deceased member, if that member was subject to PEPRA.

SB 1219 (Torres)

Public employees' retirement: service after retirement -- OPPOSE

EXISTING LAW: the California Public Employees' Pension Reform Act of 2013 (PEPRA) establishes various limits on retirement benefits generally applicable to a public employee retirement system in the state, except as specified, and among other things, prescribes limits on service after retirement without reinstatement into the applicable retirement system. **The Public Employees' Retirement Law (PERL)** establishes the Public Employees' Retirement System (PERS) for the purpose of providing pension benefits to specified public employees. PERS is subject to the limits established by PEPRA, and PERL also prescribes limits on service after retirement without reinstatement that have been superceded by PEPRA.

THIS BILL: would repeal the superceded provisions in the PERL described above and would add provisions limiting service after retirement without reinstatement that conform with the requirements of PEPRA, with certain additions. THIS BILL: would specify that a retired person appointed without reinstatement, under those limitations, is prohibited from receiving any benefit, incentive, or compensation in lieu of benefits. THIS BILL: would add similar provisions specifically addressing service by academic staff of the California State University. THIS BILL: would require that a person who has not attained normal retirement age have a bona fide separation from employment, as specified, before working after retirement. THIS BILL: would prescribe the consequences for working without reinstatement in violation of these prohibitions, which would include reinstatement in PERS, reimbursement of retirement allowance received, and additional contributions to the system, as specified. THIS BILL: would except from the restrictions on service without reinstatement specified judicial officers, judges, and elective officers. THIS BILL: would require the suspension of a retirement allowance of certain elective officers whose allowances are based on service in that office, which allowances would then resume after the office is vacated.

AB 2052 (Gonzalez)

Workers' compensation - OPPOSE

EXISTING LAW: establishes a workers' compensation system to compensate an employee for injuries sustained arising out of and in the course of his or her employment. **EXISTING LAW:** designates illnesses and conditions that constitute a compensable injury for various employees, such as California Highway Patrol members, firefighters, and certain peace officers. These injuries include, but are not limited to, hernia, pneumonia, heart trouble, cancer, meningitis, and exposure to a biochemical substances, when the illness or condition develops or manifests itself during a period when the officer or employee is in service of his or her employer, as specified.

THIS BILL: would expand the coverage of the above provisions relating to compensable injury, to include all peace officers described under specified provisions of law. To the extent that the bill would apply the provisions to additional local peace officers, the bill would impose a state-mandated local program.

Probation

AB 1449 (V. Manuel Pérez)

Realignment Omnibus Act of 2014 - SUPPORT

EXISTING LAW: certain specified felonies are punishable by imprisonment in a county jail for 16 months, or 2 or 3 years or, where the term is specified, for the term described in the underlying offense.

EXISTING LAW: notwithstanding these provisions, requires that a sentence be served in state prison where the defendant has a prior or current conviction for a serious or violent felony, has a prior felony conviction in another jurisdiction that has all of the elements of a serious or violent felony, is required to register as a sex offender, or has an aggravated white collar crime enhancement imposed as part of the sentence.

THIS BILL: would additionally require a sentence to be served in the state prison when the defendant is convicted of a felony or felonies otherwise punishable in a county jail and is sentenced to an aggregate term of more than 3 years.

EXISTING LAW: requires that all persons released from prison after serving a prison term for a felony, be subject to postrelease community supervision provided by a county agency for a period of 3 years immediately following release, except for persons released after serving a term for a serious felony, a violent felony, an offense for which the person was sentenced pursuant to the 3 strikes law, a crime where the person is classified as a high-risk sex offender, or a crime where the person is required to undergo treatment by the State Department of State Hospitals because the person has a severe mental disorder. **EXISTING LAW:** requires these persons to be subject to parole supervision by the Department of Corrections and Rehabilitation following release from state prison and the jurisdiction of the court in the county in which the parolee is released, resides, or in which an alleged violation of supervision has occurred.

THIS BILL: would also require any person who is released from prison who has a prior conviction for any of the above crimes to be subject to parole supervision by the department and the jurisdiction of the court in the county in which the parolee is released, resides, or in which an alleged violation of supervision has occurred.

EXISTING LAW: the Postrelease Community Supervision Act of 2011, requires certain inmates released from state prison to be subject to 3 years of supervision by a county agency. The act provides that if the supervising county agency has determined, following application of its assessment processes, that authorized intermediate sanctions are not appropriate, the supervising county agency is required to petition the revocation hearing officer to revoke and terminate postrelease supervision of the inmate. **EXISTING LAW:** allows the revocation hearing officer to order the person to confinement in a county jail for a period not to exceed 180 days, among other sanctions.

THIS BILL: would, if the person has been found to have violated the conditions of postrelease community supervision on 2 or more prior occasions, allow the revocation hearing officer to revoke and terminate postrelease community supervision and order the person to confinement in the state prison for a period of one year.

AB 1920 (Campos)

Board of State and Community Corrections – OPPOSE

EXISTING LAW: establishes the Board of State and Community Corrections to collect and maintain available information and data about state and community correctional policies, practices, capacities, and needs, as specified **EXISTING LAW:** also requires the board to develop incentives for units of local government to develop comprehensive regional partnerships whereby adjacent jurisdictions pool grant funds in order to deliver services to a broader target population and maximize the impact of state funds at the local level.

THIS BILL: would specifically require that those services include job training and employment opportunities, and that the target population include at-risk youth.

SB 833 (Liu)

Jails: discharge of prisoners -SUPPORT

EXISTING LAW: authorizes the sheriff to discharge a prisoner from the county jail at a time on the last day a prisoner may be confined that the sheriff considers to be in the best interests of that prisoner. **EXISTING LAW:** allows for the accelerated release of inmates, as specified, upon the authorization of the presiding judge of the superior court.

THIS BILL: instead would authorize the sheriff to offer a voluntary program to a prisoner, upon completion of a sentence served or a release ordered by the court to be effected the same day, that would allow the prisoner to stay in the custody facility for up to 16 additional hours or until normal business hours, whichever is shorter, in order to offer the prisoner the ability to be discharged to a treatment center or during daytime hours. **THIS BILL:** would specify that this authorization does not prevent the early release of prisoners as otherwise allowed by law or allow jails to retain prisoners any longer than otherwise required by law without the prisoners' express written consent.

SB 929 (Wright)

Nonviolent felonies - OPPOSE

EXISTING LAW: provides that a crime punishable with death, by imprisonment in the state prison, or by imprisonment in a county jail for more than one year is a felony and all other offenses, except those that are classified as infractions, are misdemeanors. **EXISTING LAW:** further provides that a crime that is punishable, in the discretion of the court, as a felony or as a misdemeanor is a misdemeanor under certain circumstances, including when the court grants a defendant probation without imposing a sentence and, at the time of granting probation or on application of the defendant or probation officer thereafter, the court declares the offense to be a misdemeanor.

THIS BILL: would require, upon application of a defendant, a felony offense to be deemed a misdemeanor for all purposes, except as specified, if the court finds that certain circumstances apply, including that the defendant was not imprisoned in the state prison for the offense, the offense for which the defendant was convicted was not a serious or violent felony, as defined, the offense does not require registration as a sex offender, the defendant is not currently charged with and has not been convicted of an offense in the preceding 5 years, except as specified, and the defendant presents clear and convincing evidence that he or she has been rehabilitated.

SB 957 (Vidak)

Imprisonment: state prison - SUPPORT

EXISTING LAW: certain specified felonies are punished by imprisonment in a county jail for 16 months, or 2 or 3 years or, where the term is specified, for the term described in the underlying offense. **EXISTING LAW:** notwithstanding these provisions, requires that a sentence be served in state prison where the defendant has a prior or current conviction for a serious or violent felony, has a prior felony conviction in another jurisdiction that has all of the elements of a serious or violent felony, is required to register as a sex offender, or has an aggravated white collar crime enhancement imposed as part of the sentence.

THIS BILL: would additionally require a defendant to serve his or her sentence in state prison if he or she is convicted of a crime or crimes for which he or she is sentenced to an aggregate term of imprisonment of 10 years or more. **THIS BILL:** would declare that it is to take effect immediately as an urgency statute.

Sheriff

AB 1438 (Linder)

Sex offenders: certificates of rehabilitation - SUPPORT in Concept

EXISTING LAW: requires a person who has been convicted of specified sex offenses to register with local law enforcement authorities as a sex offender. **EXISTING LAW:** authorizes a person convicted of a felony or a misdemeanor violation of certain sex offenses, the accusatory pleading of which has been dismissed, to file a petition for certificate of rehabilitation and pardon provided that the petitioner has not been incarcerated since the dismissal of the accusatory pleading, is not on probation for the commission of another felony, and presents satisfactory evidence of 5 years residence in this state prior to the filing of the petition. **EXISTING LAW:** a petition for a certificate of rehabilitation and pardon does not apply to a person who, among other specified crimes, has been convicted of willfully and lewdly committing any lewd and lascivious act upon the body of a child who is under the age of 14. Under existing law, a person convicted of certain sex offenses is not, upon obtaining a certificate of rehabilitation, relieved of his or her duty to register as a sex offender.

THIS BILL: in addition, would make the provisions for obtaining a certificate of rehabilitation inapplicable to a person who is convicted of engaging in sexual intercourse, sodomy, oral copulation, or sexual penetration with a child who is 10 years of age or younger and would provide that such a person who has obtained a certificate of rehabilitation is not relieved of his or her duty to register as a sex offender.

AB 1498 (Campos)

Protective orders - SUPPORT

EXISTING LAW: authorizes a court with jurisdiction over a criminal matter to issue certain orders upon a good cause belief that harm to, or intimidation or dissuasion of, a victim or witness has occurred or is reasonably likely to occur, including a protective order enjoining a party from, among other things, molesting, attacking, threatening, sexually assaulting, harassing, contacting, or coming within a specified distance of the other party, as specified. **EXISTING LAW:** requires a court to consider issuing a protective order on its own motion in all cases where the defendant is charged with a crime of domestic violence, as defined, and requires the court's records of all criminal cases involving domestic violence be clearly marked to alert the court of the issue. Existing law provides that a restraining order or protective order issued in a domestic violence case has precedence in enforcement over a civil court order, except as provided. **EXISTING LAW:** authorizes the court, in any case in which a complaint, information, or indictment charging domestic violence has been filed, to consider the underlying nature of the offense charged and other specified information in determining whether good cause exists to issue a protective order.

THIS BILL: would apply these provisions to all cases where the defendant is charged with specified sex crimes, including rape, spousal rape, and crimes for which a person is required to register as a sex offender. **THIS BILL:** would further authorize the court, in any case in which a complaint, information, or indictment charging any of the above-described sex crimes has been filed, to consider the defendant's relationship to the victim, the likelihood of continuing harm to the victim, the defendant's criminal history, as specified, and any current protective or restraining order issued by any civil or criminal court involving the defendant.

AB 1511 (Gaines)

Criminal history information: animal control officers - OPPOSE

EXISTING LAW: requires the Department of Justice to maintain state summary criminal history information, including the identification and criminal history of any person, such as his or her name, date of birth, physical description, fingerprints, photographs, dates of arrest, arresting agencies and booking numbers, charges, dispositions, and similar data about the person. **EXISTING LAW:** requires the department to furnish this information in response to a request from certain authorized agencies, organizations, or individuals that need the information to fulfill employment, certification, or licensing duties, including in response to a request from a humane officer. **EXISTING LAW:** similarly establishes procedures for the disclosure of local summary criminal history information by a local criminal justice agency for certain purposes, as specified.

THIS BILL: would require the Department of Justice and local criminal justice agencies to provide state and local summary criminal history information to an animal control officer for the purposes of performing his or her duties. THIS BILL: would permit a local agency to charge a reasonable fee sufficient to cover the costs of providing that information. By requiring local criminal justice agencies to provide this information, the bill would impose a state-mandated local program.

AB 1512 (Stone)

Corrections: inmate transfers - SUPPORT (CSSA Sponsor)

EXISTING LAW: until July 1, 2015, authorizes the board of supervisors of a county, where, in the opinion of the county sheriff or the director of the county department of corrections, adequate facilities are not available for prisoners, to enter into an agreement with any other county whose county adult detention facilities are adequate for and accessible to the first county and requires the concurrence of the receiving county's sheriff or the director of the county department of corrections. **EXISTING LAW:** also requires a county entering into a transfer agreement with another county to report annually to the Board of State and Community Corrections on the number of offenders who otherwise would be under that county's jurisdiction but who are now being housed in another county's facility and the reason for needing to house the offenders outside the county.

THIS BILL: would extend the operation of those provisions until July 1, 2020.

EXISTING LAW: operative July 1, 2015, authorizes a county where adequate facilities are not available for prisoners who would otherwise be confined in its county adult detention facilities to enter into an agreement with the board or boards of supervisors of one or more nearby counties whose county adult detention facilities are adequate for, and are readily accessible from, the first county for the commitment of misdemeanants and persons required to serve a term of imprisonment in a county adult detention facility as a condition of probation in jail in a county that is party to the agreement. **EXISTING LAW:** operative July 1, 2015, requires these agreements to provide for the support of a person so committed or transferred by the county from which he or she is committed.

THIS BILL: would provide that those provisions become operative July 1, 2020.

AB 1526 (Holden)

Wiretapping: authorization - SUPPORT

EXISTING LAW: establishes a procedure for a prosecutor to apply for, and a court to issue, an order authorizing law enforcement to intercept a wire or electronic communication. **EXISTING LAW:** requires the Attorney General to prepare and submit an annual report to the Legislature, the Judicial Council, and

the Director of the Administrative Office of the United States Courts regarding these interceptions, as specified. **EXISTING LAW:** provides that a violation of these provisions is punishable as a misdemeanor with specified penalties, or as a felony. Existing law further provides that these provisions shall remain in effect until January 1, 2015.

THIS BILL: would extend the operation of these provisions until January 1, 2020

AB 1561 (Rodriguez)

Taxpayer contributions: California firefighters' and peace officer memorial funds - SUPPORT

EXISTING LAW: The Personal Income Tax Law authorizes an individual to contribute amounts in excess of his or her tax liability for the support of specified funds, including, among others, the California Firefighters' Memorial Fund and the California Peace Officers' Memorial Foundation Fund. Existing law provides for the repeal of the contribution provisions for these funds on January 1, 2016.

THIS BILL: would instead repeal those provisions on January 1, 2026.

AB 1585 (Alejo)

Human trafficking - SUPPORT

EXISTING LAW: defines and proscribes the crimes of human trafficking, solicitation, and prostitution. **EXISTING LAW:** authorizes a court, in its discretion and in the interests of justice, to grant various forms of relief to a petitioner who completes conditions of probation, including the dismissal of the accusation or information against that person.

EXISTING LAW: requires the Department of Justice to maintain state summary criminal history information, and to furnish that information to specified entities for various purposes, including for purposes of fulfilling employment, licensing, and certification requirements. **EXISTING LAW:** also authorizes the State Department of Social Services and county or licensed adoption agencies to secure a person's full criminal record in connection with an adoption application, as specified.

THIS BILL: would provide that if a defendant has been convicted of solicitation or prostitution and has completed any term of probation for that conviction, the defendant may petition the court for relief if the defendant can establish by clear and convincing evidence that the conviction was the result of his or her status as a victim of human trafficking, and would authorize a court to issue an order that (1) sets forth a finding that the defendant was a victim of human trafficking, as specified, (2) dismisses the accusation or information against the defendant, or orders other relief, and (3) notifies the department that the defendant was a victim of human trafficking when he or she committed the crime and the relief that has been ordered.

THIS BILL: would also exclude records of conviction for which the relief described above has been granted from the criminal records that may be disseminated for various purposes, including the full criminal record obtained in connection with an adoption application.

AB 1644 (Medina)

Medi-Cal: Drug Medi-Cal Program providers - SUPPORT

EXISTING LAW: provides for the Drug Medi-Cal (DMC) Treatment Program, under which counties enter into contracts with the State Department of Health Care Services for providing various drug treatment services to Medi-Cal recipients, or the department directly contracts for those services if a county elects not to do so.

THIS BILL: would require a county or the department, before contracting with a certified DMC provider, to obtain criminal background information to determine if the owner has been convicted of a felony or a crime involving fraud and to request subsequent arrest notification for those crimes. **THIS BILL:** would also limit the term of contracts with DMC providers to a maximum of 2 years.

AB 1646 (Frazier)

Vehicles: electronic wireless communication devices: prohibitions - SUPPORT

EXISTING LAW: requires the Department of Motor Vehicles to examine applicants for specific driver's licenses and requires that the examination include, among other things, a test of the applicants knowledge and understanding of the provision of the Vehicle Code governing the operation of vehicles upon the highways.

THIS BILL: would require the above-described examination to also include a test of the applicant's understanding of the distractions and dangers of handheld cellular phone use and text messaging while operating a motor vehicle.

EXISTING LAW: establishes that specified convictions and violations under the Vehicle Code and trafficrelated incidents count as points against a driver's record for purposes of suspension or revocation of the privilege to drive. **EXISTING LAW:** it is an infraction for any person to drive a motor vehicle while using a wireless telephone, or an electronic wireless communications device to write send, or read a text-based communication, unless the telephone or electronic wireless communications device is designed and configured to allow voice-operated and hands-free operation, and is used in that manner while driving, except as otherwise provided. A person under 18 years of age is prohibited from driving a motor vehicle while using a wireless telephone or an electronic wireless communications device, even if equipped with a hands-free device.

THIS BILL: would assess a violation point for a 2nd or subsequent conviction of a violation of these provisions. THIS BILL: would also increase the base fines for a violation of any of the above-described prohibitions involving driving a motor vehicle while using a wireless telephone or an electronic wireless communications device from \$20 to \$50, and the fine for a 2nd or subsequent offense from \$50 to \$100.

AB 1649 (Waldron)

Computer crimes - SUPPORT

EXISTING LAW: makes it a crime to knowingly and without permission disrupt or cause the disruption of computer services or deny or cause the denial of computer services to an authorized user of a computer, computer system, or computer network. **EXISTING LAW:** makes a violation of this provision punishable by a fine not exceeding \$10,000, or by imprisonment in a county jail for 16 months, or 2 or 3 years, or by both that fine and imprisonment, or by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment.

THIS BILL: would increase the fine to \$20,000 for a felony violation, and to \$10,000 for a misdemeanor violation, for a person who knowingly and without permission disrupts or causes the disruption of government computer services or public safety infrastructure computer system computer services, as defined, or denies or causes the denial of government computer services or public safety infrastructure computer system computer services to an authorized user.

EXISTING LAW: makes it a crime to knowingly access and without permission add, alter, damage, delete, or destroy any data, computer software, or computer program which resides or exists internal or

external to a computer, computer system, or computer network. **EXISTING LAW:** makes a violation of this provision punishable by a fine not exceeding \$10,000, or by imprisonment in a county jail for 16 months, or 2 or 3 years, or by both that fine and imprisonment, or by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment.

THIS BILL: would increase the fine to \$20,000 for a felony violation, and to \$10,000 for a misdemeanor violation, for a person who knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a public safety infrastructure computer system computer, computer system, or computer network.

EXISTING LAW: makes it a crime to knowingly and without permission provide or assist in providing a means of accessing a computer, computer system, or computer network in violation of law. **EXISTING LAW:** makes a violation this provision punishable by a fine not exceeding \$1,000 for a first violation that does not result in injury, by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment for a violation that results in a victim expenditure in an amount not greater than \$5,000, or for a 2nd or subsequent violation, and by a fine not exceeding \$10,000, or by imprisonment in a county jail for 16 months, or 2 or 3 years, or by both that fine and imprisonment, or by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, for a violation that results in a victim expenditure in an amount greater than \$5,000.

THIS BILL: would increase the fine to \$2,000 for a first violation that does not result in injury, to \$10,000 for a violation that results in a victim expenditure in an amount not greater than \$5,000, or for a 2nd or subsequent violation, and to \$20,000 for a felony violation and to \$10,000 for a misdemeanor violation, for a violation that results in victim expenditure in an amount greater than \$5,000 for any person who knowingly and without permission provides or assists in providing a means of accessing a public safety infrastructure computer system computer, computer system, or computer network.

EXISTING LAW: makes it a crime to knowingly introduce a computer contaminant into any computer, computer system, or computer network. **EXISTING LAW:** makes a violation of this provision punishable by a fine not exceeding \$5,000, or by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, for a first violation that does not result in injury, and by a fine not exceeding \$10,000, or by imprisonment in a county jail not exceeding one year, or by imprisonment in a county jail for 16 months, 2 or 3 years, or by both that fine and imprisonment for a violation that results in injury, or for a 2nd or subsequent violation.

THIS BILL: would increase the fine to \$10,000 for a first violation that does not result in injury, and to \$20,000 for a violation that results in injury, or for a 2nd or subsequent violation.

EXISTING LAW: makes it a crime to knowingly and without permission use the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and to thereby damage a computer, computer system, or computer network. **EXISTING LAW:** makes a violation of these provisions punishable by a fine of \$1,000 for a first violation that does not cause injury, and by imprisonment in a county jail not exceeding one year, or by a fine not exceeding \$5,000, or by both that fine and imprisonment, for a violation that results in injury or for a 2nd or subsequent offense.

THIS BILL: would revise this crime to apply to any person who knowingly and without permission uses the Internet domain name or profile, as defined, of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages or posts and thereby causes damage. **THIS BILL:** would define electronic mail for these purposes. By expanding the definition of a crime, this bill would impose a state-mandated local program.

AB 1652 (Ammiano)

Inmates: prison gangs - OPPOSE

EXISTING LAW: requires a prisoner of the Department of Corrections and Rehabilitation to be awarded credit reductions from his or her term of confinement of 6 months for every 6 months of continuous confinement, as specified. **EXISTING LAW:** provides for up to 6 weeks of additional credit in a 12-month period for the successful completion of certain rehabilitative programs, as specified. Existing law makes a person who is placed in a Security Housing Unit, Psychiatric Services Unit, Behavioral Management Unit, or an Administrative Segregation Unit for specified misconduct, or upon validation as a prison gang member or associate, ineligible to earn credits pursuant to these provisions.

THIS BILL: would remove the provision making a person who is placed in a Security Housing Unit, Psychiatric Services Unit, Behavioral Management Unit, or an Administrative Segregation Unit upon validation as a prison gang member or associate ineligible to receive the above-specified credits. THIS BILL: would require that an inmate assigned to a Security Housing Unit as a validated member, associate, or affiliate of a gang or security threat group receive a determinate term of not more than 36 months if the assignment is based solely on that status.

AB 1686 (Medina)

Trespass - SUPPORT in Concept / Watch for now

EXISTING LAW: provides that a person commits a trespass, which is punishable as a misdemeanor, when he or she willfully refuses or fails to leave land, real property, or structures belonging to, or lawfully occupied by, another person and not open to the general public, after being requested to leave by a peace officer acting at the request of the owner, the owner's agent, or the person in lawful possession, and after being informed by the peace officer that he or she was so acting, or after being requested to leave by the owner, the owner's agent, or the person in lawful possession. Existing law permits, for the purposes of this provision, a single request to be made for a peace officer's assistance for a period of 6 months or less when the premises or property is closed to the public and posted as being closed.

THIS BILL: would instead permit that single request to be made for a period not to exceed 12 months.

AB 1688 (Conway)

Developmental centers: crime - OPPOSE unless amended

EXISTING LAW: requires, upon the filing of a claim for reimbursement, a city, county, or superior court to be reimbursed for reasonable and necessary costs connected with state prisons or prisoners in connection with certain circumstances, including with any crime committed in a prison, with any hearing on any return of a writ of habeas corpus prosecuted by or on behalf of a prisoner, or with any costs incurred by a coroner in connection with the death of a prisoner.

THIS BILL: would similarly require that, upon the filing of a claim for reimbursement, a city, county, or superior court be reimbursed for reasonable and necessary costs connected with developmental centers or residence of a developmental center in connection with specified circumstances, including with any crime committed at a developmental center, with any hearing on return of a writ of habeas corpus prosecuted by or on behalf of a resident, or with any costs incurred by a coroner in connection with the death of a resident.

EXISTING LAW: requires a developmental center to immediately, but no later than within 2 hours of the developmental center observing, obtaining knowledge of, or suspecting abuse, report certain incidents involving a resident to the local law enforcement agency having jurisdiction over the city or county in which the developmental center is located. **EXISTING LAW:** provides that this reporting requirement does not prevent a developmental center from reporting any other criminal act constituting a danger to the health or safety of the residents of the developmental center to the local law enforcement agency.

THIS BILL: would require a local law enforcement agency having jurisdiction over the city or county in which the developmental center is located to respond within 24 hours of receiving an allegation that a crime has occurred at the developmental center. By imposing new duties on local officials, this bill would impose a state-mandated local program.

AB 1715 (Patterson)

Probation: felons: disqualifying circumstances - SUPPORT

EXISTING LAW: defines probation to mean the suspension of the imposition or execution of a sentence and the order of conditional and revocable release in the community under the supervision of a probation officer. Existing law authorizes probation for some, but not all, felony convictions. **EXISTING LAW:** prohibits granting probation for a felony conviction for, among other instances, a person who is convicted of a violent felony or a serious felony and who was on probation or parole for a felony offense at the time of the commission of the new felony offense.

THIS BILL: would similarly make that probation unavailable to a person who is convicted of a violent felony or a serious felony and who was on mandatory supervision or post release community supervision for a felony offense at the time of the commission of the new felony offense.

AB 1735 (Hall)

Nitrous oxide: dispensing and distributing - SUPPORT (CSSA Co-sponsored)

EXISTING LAW: makes it a misdemeanor for any person to possess nitrous oxide or any substance containing nitrous oxide, with the intent to breathe, inhale, or ingest for the purpose of causing a condition of intoxication, elation, euphoria, dizziness, stupefaction, or dulling of the senses or for the purpose of, in any manner, changing, distorting, or disturbing the audio, visual, or mental processes, or to knowingly and with the intent to do so be under the influence of nitrous oxide or any material containing nitrous oxide.

THIS BILL: would make it a misdemeanor to dispense or distribute nitrous oxide to a person, knowing or having reason to believe that the nitrous oxide will be used in violation of the above provisions. THIS BILL: would impose a mandatory fine of \$1,000 for a first conviction, a mandatory fine of \$2,000 for a 2nd conviction, and a mandatory fine of \$5,000 for a 3rd or subsequent conviction, and would allow the crime to also be punished by imprisonment in a county jail, not to exceed 6 months. By creating a new crime, this bill would impose a state-mandated local program.

THIS BILL: would require any person who dispenses or distributes nitrous oxide to record each transaction in a physical written document, as provided, and would require the person to make the document available for inspection during normal business hours to officers or employees of the California State Board of Pharmacy or other law enforcement agencies. THIS BILL: would require the purchaser to sign the document and provide a government-issued photo identification and residential address. THIS BILL: would require the person dispensing or distributing the nitrous oxide to mark the packaging or tank containing the nitrous oxide with a label that identifies the person who dispensed or distributed the nitrous oxide and the person's business address.

THIS BILL: would require each cartridge or tank of nitrous oxide to be as a printed warning, as specified.

SB 922 (Knight)

Sex offenses: disabled victims - SUPPORT

EXISTING LAW: a person who commits rape against a person incapable, because of a mental disorder or developmental or physical disability, of giving legal consent, where that fact is known or reasonably should be known by the person committing the act, shall be punished by imprisonment in the state prison for 3, 6, or 8 years. **EXISTING LAW:** a person who commits that crime voluntarily acting in concert with another person, by force or violence and against the will of the victim, shall be punished by imprisonment in the state prison for 5, 7, or 9 years.

THIS BILL: would instead make these crimes punishable by imprisonment in the state prison for 9, 11, or 13 years, and 10, 12, or 14 years, respectively.

SB 930 (Berryhill)

Arson - SUPPORT

EXISTING LAW: defines the crime of aggravated arson, and makes a person guilty of that crime if the person has been previously convicted of arson on one or more occasions within the past 10 years, or if the fire caused damage to, or the destruction of 5 or more inhabited structures. **EXISTING LAW:** until January 1, 2014, made a person guilty of aggravated arson if the fire caused property damage and other losses in excess of \$6,500,000, and specified the costs to be included in calculating property damages for purposes of that provision.

THIS BILL: would reenact that provision until January 1, 2019. By expanding the scope of an existing crime, the bill would impose a state-mandated local program.

SB 939 (Block)

Criminal jurisdiction - SUPPORT

EXISTING LAW: requires, when more than one violation of certain specified provisions of law occurs in more than one jurisdictional territory, that jurisdiction for any of those offenses is in any jurisdiction where at least one of the offenses occurred if all district attorneys in counties with jurisdiction of the offenses agree to the venue.

THIS BILL: would include human trafficking, pimping, and pandering to the specified offenses to which the above jurisdictional requirements apply.

SB 941 (Monning)

Vessel operator cards - Support

EXISTING LAW: prohibits the operation or navigation of a for-hire vessel, as defined, in the waters of California while carrying passengers, except by a person who holds a valid operator's license issued by the Division of Boating and Waterways. **EXISTING LAW:** a person applying for an operator's license is required to undergo an examination that may include, among other things, an inspection of the for-hire vessel.

EXISTING LAW: requires the division to approve boating safety courses and personal watercraft education courses, as specified.

THIS BILL: would prohibit the operation of a vessel that is propelled by an engine in the waters of the state except by a person who is in possession of a valid vessel operator card developed and issued by the division, and would impose that prohibition on persons pursuant to a specified schedule. The bill would exempt certain persons from that requirement and would allow a person who rents a vessel to instead possess a rental vessel operator card, as specified.

THIS BILL: would require the division to develop vessel operator cards and issue a vessel operator card to a person who provides the division with proof that the person has passed a vessel operator examination and would require the division to develop an examination and provide links to approved examinations on its Internet Web site. THIS BILL: would require the division to charge an unspecified fee for those cards, would establish the Vessel Operator Certification Account in the Harbors and Watercraft Revolving Fund, and would require the fees to be deposited in that account. THIS BILL: would authorize the division to expend the moneys in the account, upon appropriation by the Legislature, for purposes of the vessel operator card program.

THIS BILL: would require the division to adopt implementing regulations. THIS BILL: would require an amount not to exceed \$4,000,000 to be transferred, upon appropriation in the annual Budget Act, from the Harbors and Watercraft Revolving Fund to the Vessel Operator Certification Account in the form of a loan to be used by the division to develop and establish the program. THIS BILL: would require the division to repay the loan from fees received from the issuance of vessel operator cards within 3 years of the effective date of the regulations issued by the division.

THIS BILL: would provide that a violation of the bill's provisions is an infraction, and would require a court to order a person who violates those provisions to complete and pass a boating safety course approved by the division. By creating a new crime, this bill would impose a state-mandated local program.

SB 955 (Mitchell)

Interception of electronic communications - SUPPORT

EXISTING LAW: until January 1, 2015, authorizes the court to issue an order authorizing interception of electronic communications if the judge finds, among other things, that there is probable cause to believe that an individual is committing, has committed, or is about to commit, several offenses, including, among others, possession for sale of certain controlled substances, murder, and certain felonies involving destructive devices.

THIS BILL: would add human trafficking to the list of offenses for which interception of electronic communications may be ordered pursuant to those provisions. The bill would extend the operation of the provisions described above until January 1, 2020.

SB 957 (Vidak)

Imprisonment: state prison - SUPPORT

EXISTING LAW: certain specified felonies are punished by imprisonment in a county jail for 16 months, or 2 or 3 years or, where the term is specified, for the term described in the underlying offense. **EXISTING LAW:** notwithstanding these provisions, requires that a sentence be served in state prison where the defendant has a prior or current conviction for a serious or violent felony, has a prior felony conviction in another jurisdiction that has all of the elements of a serious or violent felony, is required to register as a sex offender, or has an aggravated white collar crime enhancement imposed as part of the sentence.

THIS BILL: would additionally require a defendant to serve his or her sentence in state prison if he or she is convicted of a crime or crimes for which he or she is sentenced to an aggregate term of imprisonment of 10 years or more.

SB 1027 (Hill)

Criminal record information: commercial use – SUPPORT (if amended to fix a few technical issues)
The California Public Records Act requires public records to be open to inspection at all times during the office hours of the state or local agency that retains those records, and provides that every person has a right to inspect any public record, except as provided.

EXISTING LAW: requires a business to take reasonable steps to protect unintended disclosure of customer information and limits the way personal information on customers can be used and disseminated.

THIS BILL: would prohibit a person who publishes criminal record information, as defined, via print or electronic means from soliciting or accepting a fee or other consideration to remove, correct, or modify that information, as specified. The bill would establish civil penalties for violations of these provisions.

Veterans

AB 2703 (Quirk-Silva)

County veterans service officers - SUPPORT

EXISTING LAW: requires the Department of Veterans Affairs to disburse funds, appropriated to the department for the purpose of supporting county veterans service officers pursuant to the annual Budget Act, on a pro rata basis, to counties that comply with certain conditions. **EXISTING LAW:** requires the Department of Veterans Affairs to annually determine the amount of new or increased monetary benefits paid to eligible veterans by the federal government attributable to the assistance of county veterans service officers, and requires the department to prepare and transmit its determination for the preceding fiscal year to the Department of Finance and the Legislature on or before October 1 of each year.

THIS BILL: would require the department, no later that July 1, 2015, to develop an allocation formula based upon performance to encourage innovation and reward outstanding service by county veterans service officers. THIS BILL: would also appropriate \$6,000,000 from the General Fund to the Department of Veterans Affairs for disbursement to the counties to fund the activities of county veterans service officers, as specified, and to encourage innovation and reward outstanding service by these officers.

Hunting

AB 2205 (Donnelly)

Mammals: use of dogs to pursue bears and bobcats - SUPPORT (co-sponsor?)

EXISTING LAW: with specified exceptions, makes it unlawful to permit or allow a dog to pursue any bear, as defined, or bobcat at any time. **EXISTING LAW:** authorizes the Department of Fish and Wildlife to capture a dog not under the reasonable control of its owner or handler that is pursuing any bear or

bobcat in violation of this prohibition or to capture or dispatch a dog inflicting injury or immediately threatening to inflict injury on any bear or bobcat at any time.

THIS BILL: would eliminate this prohibition, the exceptions, and this authority of the department. THIS BILL: would instead require the Department of Fish and Wildlife to make a specified report to the Fish and Game Commission on the status of bear populations, management, and related issues every 3 years. THIS BILL: would require the first report to be submitted on or before December 15, 2015, and would require the department, not later than December 15 of each year the report is submitted, to notify, by certified mail, the board of supervisors of each county affected by bear interactions with the general public, of public safety impacts or concerns, bear depredation permit requests, and economic impacts due to bear damage to the extent of those incidences or impacts, and of its recommendations to the commission. THIS BILL: would generally prohibit a person from using dogs to hunt, pursue, or molest bears, except when recommended to the Department of Fish and Wildlife by a vote of the board of supervisors of any affected county following a public hearing, as specified. THIS BILL: would require the commission to authorize the use of dogs under those circumstances. THIS BILL: would permit the use of one dog per hunter for the hunting of bears during open deer season, and the use of more than one dog per hunter during the open bear season except during the period when archery deer seasons or regular deer seasons are open. By imposing new duties on local public officials, the bill would impose a state-mandated local program.

EXISTING LAW: authorizes the Fish and Game Commission to establish a hound tag program, imposing certain requirements on the licensure and use of hounds, as defined, to pursue mammals. For these purposes, existing law defines a hound as a dog used to pursue mammals

THIS BILL: would repeal this authorization.

EXISTING LAW: except as excluded, violations of the Fish and Game Code are misdemeanors.

THIS BILL: by changing the definition of a crime, would impose a state-mandated local program.

Williamson Act

AB 1729 (Logue R) Local government: agricultural land.

Introduced: 2/14/2014

Status: 2/18/2014-From printer. May be heard in committee March 20.

Location: 2/14/2014-A. PRINT

Summary:

Current law establishes the California Land Conservation Act of 1965, otherwise known as the Williamson Act, for purposes of preserving agricultural land within the state. Current law authorizes a city or a county, for this purpose, to contract with a landowner to limit the use of agricultural land located in an agricultural preserve designated by the city or county. This bill would make technical, nonsubstantive changes to the authorization provisions.

AB 1961 (Eggman D) Land use: planning: Sustainable Farmland Strategy.

Introduced: 2/19/2014

Status: 2/20/2014-From printer. May be heard in committee March 22.

Location: 2/19/2014-A. PRINT

Summary:

Would require each county with significant agricultural land resources, as defined, to develop, on or before January 2, 2018, a sustainable farmland strategy. The bill would require the Sustainable Farmland Strategy to include, among other things, a map and inventory of all agriculturally zoned land within the county, a description of the goals, strategies, and related policies and ordinances, to retain agriculturally zoned land where practical and mitigate the loss of agriculturally zoned land to nonagricultural uses or zones, and a page on the county's Internet Web site with the relevant documentation for the goals, strategies, and related policies and ordinances, as specified.

AB 2241 (Eggman D) Local government: agricultural land.

Introduced: 2/21/2014

Status: 2/21/2014-Introduced. To print.

Location: 2/21/2014-A. PRINT

Summary:

Would require a city or county to charge the property owner a recession fee of 10% of the fair market value of the property at the time of the recession for both land under a Williamson Act contract and land designated as a farmland security zone. This bill contains other related provisions and other existing laws.

SB 1353 (Nielsen R) Local government: Williamson Act.

Introduced: 2/21/2014

Status: 2/21/2014-Introduced. To Com. on RLS. for assignment. To print.

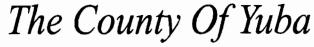
Location: 2/21/2014-S. PRINT

Summary:

Would delete the January 1, 2016, date and thereby authorize a county to utilize the process for revising or entering into contracts so as to specify 9 or 18 year terms indefinitely. The bill would also make conforming changes.



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PROBATION DEPARTMENT

JAMES L. ARNOLD CHIEF PROBATION OFFICER



(530) 749-7550 FAX (530) 749-7364

Memorandum

To:

Board of Supervisors

From:

Jim Arnold, Chief

Yuba County Probation Department

Subject:

Resolution Declaring April 6 - April 12, 2014 Crime Victims' Rights

Week in Yuba County

Date:

March 25, 2014

Recommendation: Adopt resolution declaring April 6 – April 12, 2014 Crime Victims' Rights Week and allow the Probation Department's Victim Services unit to honor local law enforcement, District Attorney staff and community members for outstanding service to crime victims of Yuba County. Additionally, establish a temporary pictorial memorial of Yuba County Homicide Victims at the Government Center and Yuba County Victim Services Department annually; to be displayed March 24th –April 18th, 2014.

<u>Background:</u> The Yuba County Board of Supervisors has generously and consistently only supported the Yuba County Probation Departments, Victim and Program Services unit through its recognition of Crime Victims' Rights Week in Yuba County. The Board has also helped the Yuba County Probation, Victim and Program Services unit honor local law Enforcement, District Attorney Staff and community members for exemplary service to the crime victims of Yuba County each year.

Discussion: The Yuba County Probation Department's Victim and Program Services have been instrumental in helping the crime victims of this County and surrounding counties. This request is for the County to observe and acknowledge the rights of crime victims. The request also includes a brief 20 minute presentation to honor members of local law enforcement and community members who have throughout the past year provided exceptional service to crime victims in Yuba County.

Committee Action: No Committee action is required.

Fiscal Impact: There is no fiscal impact to the County General Fund.

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BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

IN RE:	
RESOLUTION PROCLAIMING APRIL 6- 12TH, 2014 NATIONAL CRIME VICTIMS' RIGHTS WEEK IN CELEBRATION OF SERVICE TO VICTIMS OF CRIME AND COMMENDING YUBA COUNTY PROBATION AND OTHER UNITS OF GOVERNMENT FOR PROVIDING EXEMPLARY SERVICE TO VICTIMS OF CRIME))) RESOLUTION NO.:)))))

WHEREAS, "National Crime Victims' Rights Week" was declared in 1984 to focus on the needs of our Nation's crime victims; and

WHEREAS, this commemoration of *National Crime Victims' Rights Week* provides a national opportunity to reflect on the devastating impact of crime on victims not only locally, but on our entire Nation, and to strengthen our national resolve to ensure that needs of victims are identified and addressed; and

WHEREAS, The national theme for Crime Victims Rights Week is "30 Years: restoring the balance of Justice," and the Yuba County Probation Department, Victim and Program Services has adopted this as the county motto this year; and

WHEREAS, we as individuals and a community, recognize that justice isn't served until crime victims are afforded justice through the courts and the constitutional rights they are afforded in California are fully realized and this department strives to inform and enforce all rights; and,

WHEREAS, as we continue into the 21st century we are committed to creating a world where the legal and constitutional rights of victims are honored and that public agencies are accountable for their treatment of victims of crime; and

WHEREAS, the Yuba County Probation Department's, Victim and Program Services is now entering its 28th year of service to victims of crime in the Yuba County area and celebrating the 22nd annual candlelight vigil; and

WHERAS, Yuba County Board of Supervisors commends John Nash for his efforts to ensure justice within the District attorney's office for all victims of crime since June 17, 1985; and, to Yuba County Sheriff's Department's Detective Sargent Wendell Anderson amd Marysville Police Department's Christian Sachs, for their ongoing and tireless dedication to Law Enforcement and the protection of crime victims in the County of Yuba, especially children and victims of sexual assault; and to Yuba County Deputy Probation Officer April **Sonnenberg**, for her effort to ensure justice to all victims during the criminal court process and referring victims to the county Victim Services program; Yuba County Victim Services Department -John Escovedo for his dedication and outstanding service to crime victims of Yuba County, providing advocacy, crisis counseling and restraining order assistance; and to Sutter Buttes Doll and Study Club and the Brownsville Quilt Guild for their generous donations of dolls and books and beautiful quilt donations to victims of crime, respectively: and to the Church of Latter Day Saints for their generous donations of clothing and hygiene supplies to victims and children of sexual assaults; and to Marysville Police Department's Kelly Mincer, Records/Dispatch Supervisor for ensuring reports are routed and new officers aware of Victim Services; and to the Rideout Health Group Sexual assault Response Team Nurses, Marlena Gibbs, Raquel Montero, Loranne Evans and Cheryl Smith for their dedication to sexual assault victims in Yuba and Sutter Counties.

WHEREAS, Yuba County would like to honor all victims of crime by remembering those lost to senseless acts of violence and remember that every victim is a survivor who deserves the opportunity to be treated with dignity, fairness and respect. This Department strives to ensure that all crime victims are afforded and understand their constitutional rights through Marcy's Law; and

WHEREAS, Yuba County Probation Department Victim and Program Services is joining forces with law enforcement agencies, criminal justice officials, and concerned citizens throughout Yuba County, California and all of the United States of America to observe National Crime Victims' Rights Week; and

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Page 2 of 3

BE IT FURTHER RESOLVED, that as includes in America that includes and involves crir serving victims of crime;	dividuals, communities and a Nation, we value ne victims, and seek to serve justice by
PASSED AND ADOPTED at a regular m	eeting of the Board of Supervisors of the
County of Yuba, State of California, on	by the following votes:
AYES:	
NOES:	•
ABSENT:	
ā	Chairman
ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS	
	EXECUTED AS TO FORM: COUNTY COUNSEL

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



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CODE ENFORCEMENT 749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA

HOUSING AND COMMUNITY SERVICES 749-5460 • Fax 749-5464

> PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION 749-5430 • Fax 749-5434

To:

Board of Supervisors

From:

Martin Griffin; Chief Building Official

Jeremy Strang; Supervising Building Off

Date:

March 18, 2014

Subject:

Ordinance Repealing and Reenacting in its entirety Chapter 10.05, Building

Standards and Construction Codes, of the Yuba County Ordinance Code

RECOMMENDATION:

Approve repealing and reenacting Chapter 10.05, Building

Standards and Construction Code, in its entirety.

BACKGROUND:

The State Building Standards Commission adopts building construction standards on a triennial basis which are codified in Title 24 of the California Code of Regulations. Various state and local agencies are required to begin enforcement of these regulations within 180 days of publication and may adopt the

regulations by reference.

DISCUSSION:

Although this action is considered normal and regular due to the reoccurring nature of adopting the State mandated regulations, this cycle staff decided that certain changes were necessary to ensure alignment with the County's Strategic Plan as well as create consistency in Department practices.

For years Chapter 10.05 has incorporated, by reference, the administrative provisions of the California Building and Construction Codes. Over the years the administrative provisions have moved from an individual book of their own, to being included as an appendix chapter, to being contained in each part of the Code; this movement creates confusion and inconsistencies. The proposed ordinance eliminates the reference to those provisions and inserts them directly into the County Code. By making this move, the Department makes the information more accessible to the public as well as removing confusing amendments and modifications. This action also

creates greater transparency and aligns the Department's policy with the County's Strategic Plan by creating public interest and earning public trust. Streamlining processes and enhancing the quality of life are also some of the many goals of the County's 2030 General Plan.

The administrative provisions being included in the proposed ordinance, including previous amendments and modifications, are substantially the same as they have always been; the proposed ordinance may look different yet its operations remain essentially the same.

Side-by-Side Comparison

PREVIOUS SECTION	CURRENT SECTION
10.05.010 Authority	10.05.110
10.05.015 Building Official	10.05.310
10.05.020 California Administrative Code	
10.05.025 California Building Code	
10.05.030 California Residential Code	
10.05.035 California Electrical Code	- - 10.05.180 A&B
10.05.040 California Mechanical Code	
10.05.035 California Plumbing Code	
10.05.035 California Energy Code	
10.05.035 California Fire Code	
10.05.060 California Green Building Standards	
10.05.065 Uniform Housing Code]
10.05.070 Uniform Code for the Abatement of	
Dangerous Buildings	
10.05.075 International Wildland-Urban Interface	Deleted
Code	Beleted
10.05.080 Uniform Swimming Pool, Spa and Hot	10.05.180.B.2
Tub Code	
10.05.085 Uniform Solar Energy Code	10.05.180.B.3
10.05.090 Uniform Sign Code	Deleted
10.05.095 Administrative Provisions	Essentially all of 10.05
10.05.100 Liability	10.05.300.H
10.05.110 Compliance	10.05.700
10.05.120 Appeals Board	10.05.730 & 740
10.05.125 Housing Advisory and Appeals Board	10.05.750.B
10.05.128 Administrative Law Judge	10.05.750
10.05.130 Variances	10.05.340
10.05.135 Waiver of Fees	10.05.580
10.05.140 Penalties	10.05.720
10.05.145 Straw Bale Construction	10.05.180.C
10.05.150 Repair and Reconstruction of Damaged Structures New Chapter 10.50	

Summary of Substantial Changes:

- > Placed all administrative provisions (along with modifications) in one location
- > Reorganized information
- > Added definitions section
- ➤ Moved Repair and Reconstruction sections to new Ordinance, Chapter 10.50
- Expanded and Clarified
 - Building Official duties
 - Temporary uses and structures
 - Record keeping and document release
 - Remedies
 - Application of fees
- Extended permit life to 2 years (previously 18 months residential/24 months non-residential)

ENVIRONMENTAL DETERMINATION:

Pursuant to the State Guidelines to implement the California Environmental Quality Act (CEQA), the ordinance has been reviewed for its potential to impact the environment. It is recommended that the Board of Supervisors determine that the proposal consists of the adoption of Codes for the regulation and safe construction of otherwise permitted structures within the unincorporated County. As the Ordinance addresses safety standards and shall not allow land uses by right-of-zone that are not otherwise allowed, it can be seen that the proposed ordinance will not have an adverse impact upon the environment and it is, therefore, EXEMPT from further environmental review pursuant to CEQA Section 15061(b)(3).

COMMITTEE ACTION: Land Use & Public Works committee recommends approval

FISCAL IMPACT: The proposed ordinance will not have any impact on the

General Fund. User fees fund all Building Department activities.

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	ORD	DINANCE NO.		
			CTING CHAPTER 10.05 OF THE YUBA COUNT ARDS OF BUILDING CONSTRUCTION	Υ
	opted by the Board of Supervisors o	of the County	three (3) sections, was duly and regularly p y of Yuba, State of California, at a regular me ,, by the follo	eeting
	AYES:			
	NOES:			
	ABSENT:			
	ABSTAIN:			
			Chairperson of the Board of Supervisors of the County of Yuba, State of California	
	: DONNA STOTTLEMEYER f the Board of Supervisors			
Ву:				
			APPROVED AS TO FORM ANGIL MORRIS-JONES:	
			By: July	

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Chapter 10.05 of Title X of the Yuba County Ordinance Code is hereby amended to read as follows:

CHAPTER 10.05

BUILDING STANDARDS AND CONSTRUCTION CODE

(Prior Ordinance Numbers 448; 488; 586; 929; 996; 1039; 1090; 1183; 1205; 1236; 1275; 1305; 1405; 1425; 1440; 1464; 1483; 1501; 1523)

SECTIONS:

10.05.100 Title.

10.05.110 Authority.

10.05.120 Purpose.

10.05.130 Scope.

10.05.140 Adoption of Codes and Standards.

10.05.150 Conflicts.

10.05.160 Other Laws.

10.05.170 Referenced codes and standards.

10.05.180 Existing Structures and Occupancy.

10.05.300 Enforcement agency.

10.05.200 Definitions.

- 10.05.310 Appointment.
- 10.05.320 Deputies.
- 10.05.330 Duties and Powers of the Building Official.
- 10.05.340 Code Modifications, Variances, Materials & Design
- 10.05.400 Permits Required.
- 10.05.410 Work Exempt from Building Permit
- 10.05.420 Permit Application.
- 10.05.430 Permit.
- 10.05.440 Temporary Structures and Uses.
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- 10.05.720 Violation Penalties.
- 10.05.730 Appeals.
- 10.05.740 Board of Appeals Established.
- 10.05.750 Alternative Hearings.
- 10.05.800 Severability.

Building Standards and Construction Code

ARTICLE 1 SCOPE AND APPLICATION

10.05.100 Title. These regulations, as part of Title X of the Yuba County Ordinance Code, shall be known as the Building Standards and Construction Codes of the County of Yuba, hereinafter referred to as "this code."

10.05.110 Authority. This chapter is enacted pursuant to the authority granted by Article XI, Section 7 of the California Constitution to Counties to make and enforce within their limits all local police, sanitary, and other ordinances and regulations not in conflict with general law; and pursuant to the authority granted by Sections 17960 of the California Health and Safety Code which requires counties to enforce all provisions published in the State Building Standards Code as adopted by the California Building Standards Commission.

10.05.120 Purpose. It is the intent of the Board of Supervisors in adopting this Ordinance to provide the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

10.05.130 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure, or portion thereof, or any appurtenances connected or attached to such buildings or structures throughout the unincorporated area of the County of Yuba.

10.05.140 Adoption of Codes and Standards. The following codes, standards, and/or publications are hereby adopted by reference and incorporated in this code.

A. California Code of Regulations, Title 24, Building Standards Code. The current triennial version of the California Code of Regulations, Title 24, published by the California Building Standards Commission including the most current errata, are hereby adopted

as listed and amended below. The provisions of the Administrative sections as well as the appendixes shall not apply unless specifically adopted below.

- 1. 2013 California Administrative Code, Title 24 Part 1
- 2. 2013California Building Code, Title 24, Part 2, Volumes 1 and 2, including Appendixes C, F and J
- 3. 2013 California Residential Code, Title 24, Part 2.5
- 4. 2013 California Electrical Code, Title 24, Part 3
- 5. 2013 California Mechanical Code, Title 24, Part 4
- 6. 2013 California Plumbing Code, Title 24 Part 5, including Appendixes A and C
- 7. 2013 California Energy Code, Title 24 Part 6
- 8. 2013 California Historical Code, Title 24 Part 8
- 9. 2013 California Fire Code, Title 24 Part 9
- 10. 2013 California Existing Building Code, Title 24 Part 10
- 11. 2013 California Green Building Standards, Title 24 Part 11
- 12. 2013 California Building Standards, Title 24 Part 12

B. Supplementary Codes and Standards

- 1. 2012 ICC International Property Maintenance Code, including Appendix A
 - a. Exception: Scope and Administrative provisions contained in Sections 103, 106, 107, 110.2 and 111 shall not apply. Administrative and Abatement activities shall comply with Chapter 7.36 of the Yuba County Ordinance Code
- 2. 2012 IAPMO Uniform Swimming Pool, Spa and Hot Tub Code
- 3. 2012 IAPMO Uniform Solar Code
- 4. 1997 ICBO Uniform Code For The Abatement Of Dangerous Buildings, Chapter 3
- 5. 1997 ICBO Uniform Housing Code, Chapters 4, 5, 6, 7, 8, 9 and 10

C. Straw Bale Construction

- By adopting Assembly Bill 1314 (Chapter 941, statutes of 1995), the State Legislature provided the opportunity for local agencies to adopt construction standards and permit the use of straw bales in the construction of certain structures;
- 2. The use of straw bales will promote cost and energy efficient structures and will assist the agricultural community by providing another outlet for use of a byproduct of their industry.
- 3. The air quality within the County of Yuba is adversely affected by the burning of straw and it is therefore desirable to encourage other uses of straw such as construction materials, and since air quality regulations are restricting the burning of straw, it is important and necessary to allow other uses; and,
- 4. The application of the guidelines found in AB 1314 is necessary because of local climatic and economic conditions.

5. The use of straw bales shall be permitted as an alternate construction material in the construction of certain structures as provided for and subject to the standards set forth in Health and Safety Code Div. 13, Pt. 2.5 Ch 4.5 (Health and Safety Code § 18944.30 et seq.) Chapter 4.5 (commencing with section 18944.30) of part 2.5 of division 13 of the California Health and Safety Code.

10.05.150 Conflicts.

- A. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where administrative provisions of other California Building Standards and Construction Codes are in conflict with provision adopted herein, these Administrative provisions shall apply.
- **B.** Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

10.05.160 Other Laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

10.05.170 Referenced Codes and Standards. The codes and standards referenced in this code shall be considered part of the requirements of this code.

- A. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the California Codes listed in Section 10.05.130, the provisions of this code or the California Codes listed in Section 10.05.130, as applicable, shall take precedence over the provisions in the referenced code or standard.
- **B.** All reference to International Codes or other similar codes in referenced standards shall be replaced by equivalent provisions in the California Building Standards Codes.

10.05.180 Existing Structures and Occupancy. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the California Building Code or the California Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

ARTICLE 2 DEFINITIONS

10.05.200 For the purposes of this Chapter, the following definitions shall govern:

- A. Alteration to change or modify an existing building or structure, whether dilapidated or not, where such change or modification does not cause an increase in the building or structure footprint or square footage. Alteration shall have the same meaning as remodel.
- **B.** As-Built Plans means detailed drawings of an existing non-compliant building or structure constructed without permits including reviews and approvals
- C. Chief Building Official shall mean the person, certified pursuant to the California Health and Safety Code, who oversees the Building Department and is assigned the responsibility of enforcing the provisions of this code including his or her deputies, designees or contract employees. The Chief Building Official may also be referred to as "Building Official" or the "Director of the Building Department".
- D. Costs of Enforcement means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this Chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of an Administrative Law Judge (ALJ), the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from any decision rendered by any hearing body, the costs of judicially abating a violation and all costs associated with removing, correcting or otherwise abating any violation including administrative penalties of this Chapter.
- **E. Emplacement** to place a building or structure that is already prebuilt or preassembled onto a parcel.
- **F.** Existing Construction development including buildings and structures that have been maintained in good condition, have been in continuous use and do not otherwise create a public nuisance, or health or safety hazard.
- **G.** Like Materials shall mean materials, either new or used, that are equivalent to original materials. Like materials shall in no case perform less than the original materials or as prescribed by this code.
- **H. Master Plan** Building or structure plans that will result in 3 or more buildings or structures being built within the County of Yuba.

- I. New Construction Construction where no construction has ever occurred before, or construction on a lot where work begins two or more years after a disaster has been declared, or where 50% or more of any structural components, exclusive of the foundation, or 75% of any nonstructural components are being replaced with new materials.
- J. Non-Compliant Structure a building or structure built, or emplaced, without required reviews, approvals and permits.
- **K. Permit, Reinstatement** to make an expired permit operative again under the original permit's approved terms and conditions, provided that no changes have been made to the building or plans.
- L. Permit, Renewal to extend an unexpired permit for a specific amount of time allowing continuous work under the original permit's approved terms and conditions.
- M. Prebuilt designed, manufactured and assembled off site at a remote location and transported to a final site complete.
- N. Prefabricated designed and manufactured off site and then assembled on-site.
- O. Production House Housing that is built pursuant to a Master Plan.
- **P. Rehabilitation** to fix, repair or replace building materials that have become deteriorated, dilapidated or obsolete making the building or structure anew without altering the structure or building. Rehabilitation may be considered new construction based on the scope of work to be performed.
- Q. Remodel to reconfigure space or to replace building materials, including appliances, with new materials. Remodel shall have the same meaning as Alteration but not repair or rehabilitation.
- **R.** Repair, Major the act of fixing or replacing building materials where the work is not limited in scope. Major repair shall be the same as Rehabilitation where no alterations are being made.
- S. Repair, Minor the act of replacing, putting back together or reassembling existing building materials to fix what is broken. Minor repairs are limited to 10% or less, in any consecutive 12 month period, to one wall line or plane (delimited by changes in direction of any degree) and may include both structural and nonstructural elements. Minor repairs shall not result, when combined over time, in major repair or rehabilitation.
- T. Replacement for the purposes of fee application, replacement structures shall have an internal configuration, footprint and square footage similar to the original building or structure being replaced, and must fall within the two (2) year period as outlined in Chapter 10.35.
- **U.** Rules, Mandatory are rules that identify actions that are specifically required or prohibited and are characterized by the use of the terms shall or shall not.

- V. Rules, Permissive are those that identify actions that are allowed but not required, are normally used to describe options or alternative methods, and are characterized by the use of the terms may, shall be permitted, shall not be required or is authorized.
- W. Scope of Work means a written detail, which may or may not include plans, of anticipated work and shall accurately identify all areas and components of the structure that will be altered, repaired, replaced, removed or rehabilitated.
- X. Story one floor level consisting of rooms and does not include an attic or basement.
- Y. Unsafe Structures, Property or Equipment Shall mean insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, and shall also include but not be limited to the definitions as listed in Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, Section 1001 of the Uniform Housing Code (1997 Editions), shall be deemed an unsafe condition. A vacant structure that is not secured against entry shall be deemed unsafe.

ARTICLE 3 ADMINISTRATION

10.05.300 Enforcement Agency. The Yuba County Building Department ("Building Department"), as part of the Community Development and Services Agency, is hereby charged with and shall enforce the provisions of this code. The official in charge of the Building Department shall be known as the Chief Building Official.

10.05.310 Appointment. The Chief Building Official ("building official") shall be appointed by the County Administrator of the jurisdiction.

10.05.320 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint deputies that shall act as technical officers, inspectors, plan examiners and other employees and/or outside contractors. Such employees and/or contractors shall have powers as delegated by the building official.

10.05.330 Duties and Powers of the Building Official.

A. General. The building official is hereby authorized and directed to enforce the administrative and technical provisions of this code. The building official shall have the

- authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.
- **B.** Applications and Permits. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code. The building official may require as a condition of receiving a building permit that the permittee, or the permittee's designee, participate in a preconstruction meeting (CHSC 19872).
- C. Inspections. The building official shall make, or cause to make, all of the inspections required herein, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise. The building official is authorized to make, or cause to make, any other inspections deemed necessary to carry out the provisions of this code.
- **D. Identification.** The building official and his or her deputies shall carry proper identification, issued by the Building Department, when inspecting structures or premises in the performance of duties under this code.
- E. Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.
- **F. Department Records.** The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and any notices. Such records shall be retained in the official records of the department for the period required by this code in section 10.05.470 (CHSC 19850-19853)
- **G. Notices.** The building official shall issue all necessary Notices, described herein, to ensure compliance with this code.

H. Liability. The building official, members of the board of appeals or current or past employees in good standing with the County, that is or was charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer, or employee, past or current, because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative by the County of Yuba until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

10.05.340 Code Modifications, Variances, Materials & Design

- A. Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon written application of the owner or owner's representative along with good cause, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be documented and entered in the files of the Building Department.
- B. Listed and Approved Materials and Equipment. Listed materials, equipment and devices approved by the building official shall be constructed and installed in accordance with their listing.
- C. Used Materials and Equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.
- D. Unlisted, Alternative Materials, Design and Methods of Construction and Equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall meet the satisfaction of the building official and may be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of

- that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.
- **E.** Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not listed or are not specifically provided for in this code, shall consist of valid research reports from approved sources.
- **F. Tests.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved testing agency. Reports of such tests shall be retained in the building department file.

ARTICLE 4 PERMITS, DOCUMENT SUBMITTAL AND RECORDS

10.05.400 Permits Required.

- A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. As part of the application process and prior to permit issuance the permit applicant shall complete all necessary declarations regarding Worker's Compensation, Owner-Builder and State Contractor's Law (CHSC 19825-19829).
 - Exception: Where, in an emergency situation, equipment replacements and/or repairs must be performed, the permit application shall be submitted within the next working business day to the building official.
- **B.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent

the building official from requiring the correction of errors in the construction documents and other data. The building official may also prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

10.05.410 Work Exempt from Building Permit. Exemptions from building permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction including but not limited to Development Code, Design Review and Zoning Regulations. Building permits shall not be required for the following:

A. Building:

- One-story detached buildings not greater than 120 square feet used as storage sheds, playhouses or other uses accessory to a legally established, principally permitted use where the roof overhang is not more than 12 inches and no other services (plumbing, mechanical, electrical) are installed. Buildings shall not be placed or built within any mandatory setback or FEMA designated Flood Hazard Area and may be further regulated by the Development Code.
- 2. Fences not over 7 feet high.
- 3. Oil derricks.
- 4. Walls constructed of concrete block, masonry block or equivalent material that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids. (SEE 11.25.070:D)
- 5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons and the ratio of height to diameter or width is not greater than 2:1.
- 6. Outdoor surfacing such as sidewalks and driveways not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.
- 7. Decks accessory to detached one- and two-family dwellings that are free standing and not attached to any other structure; do not serve the exit door; and are not more than 30 inches above adjacent grade at any point. All decks shall at a minimum meet the requirements as set forth in Section R311.3 of the California Residential Code, Part 2.5.
- 8. General maintenance and finish work such as painting, flooring, cabinets, and counter tops.
- 9. Temporary motion picture, television and theater stage sets and scenery.
- 10. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground and derive power from an existing ground fault circuit interrupter receptacle

- 11. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems or membrane structures.
- 12. Swings and other playground equipment accessory to detached one- and two-family dwellings.
- 13. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
- 14. Decorative landscape features and structures that are accessory to detached one- and two-family dwellings, are free-standing and not attached to another structure, including the dwelling, and do not have a solid-covered roof including but not limited to arbors, trellises, and lattice work. Features or structure shall not be placed within any mandatory setback and may be further regulated by the Development Code.
- 15. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

B. Electrical:

- Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
- 2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
- 3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

C. Mechanical:

- 1. Portable, non-fixed, appliances and equipment utilizing power from a plug-cord connection to an existing receptacle.
- 2. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
- 3. Replacement of any minor part of a component piece of equipment that does not alter the approval of equipment or make such equipment unsafe.
- 4. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.

D. Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same

- with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
- 2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
- **E.** Public Service Agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.
- **F. Minor Repairs.** Minor repairs to buildings and/or structures for ordinary maintenance may not, at the discretion of the Building Official, require a building permit. Such repairs shall not include the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

10.05.420 Permit Application.

- A. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose. Unless the building official waives the need for any information listed below, the following shall accompany the application:
 - 1. Scope of Work identify and describe the work to be covered by the permit for which application is made.
 - Site/Plot Plan describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work; see Section 10.05.450.B.5.
 - 3. Indicate the use and occupancy for which the proposed work is intended.
 - 4. Be accompanied by construction documents and other information as required in Section 10.05.450.
 - 5. State the valuation of the proposed work.
 - 6. Be signed by the applicant, or the applicant's authorized agent.
 - 7. Give such other data and information as required by the building official including but not limited to the declarations regarding Worker's Compensation, Owner-Builder and State Contractor's Law.
- **B.** Action on Application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the

- reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.
- C. Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official may grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated and an additional fee for permit processing, as set forth in Title XIII of the Yuba County Ordinance Code, shall be applied.

10.05.430 Permit.

- A. Placement of Permit and Job-Site Placard. The building permit, or copy thereof, shall be kept on the site of the work until the completion of the project. In addition, the "Job Site" placard shall be posted at all times on the site in a conspicuous location, near the work being completed that is readily visible from the right-of-way or the driveway. Where a Job Site card has been issued, but has not been properly displayed, a Stop Work Notice may be issued. Prior to any new inspections being schedule or made the fee for "Stop Work" as listed in Title XIII shall be paid.
- **B. Expiration.** Every permit issued shall expire, where no final approvals have been granted, 24 months after the issuance date. Where work on the site authorized by such permit has not commenced or if the work is suspended or abandoned for a period of 180 days after the time the work is commenced the permit authorizing such work shall become null and void. For the purposes of this code, commencement of work shall mean successful completion of required inspections including their approvals (CHSC 19870:(5)).
- **C. Suspension and Revocation.** The building official may suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.
- D. Permit Renewal. Prior to permit expiration or where a permit has been expired for less than 180 days, the building official may renew a permit for one or more extensions of time. Extension shall be good for one calendar year. Where the permit has expired, the extension shall be requested in writing and justifiable cause demonstrated. The maximum fee for such extension shall be set in Title XIII of the Yuba County Ordinance Code and such fee may be reduced by pro-rating the amount on a per-month basis for the estimated time needed to final the permit.
- E. Permit Reinstatement. 180 days or more after permit expiration or if a permit has been revoked or voided, the building official may reinstate an expired, suspended, revoked or

voided permit where good cause has been presented in writing, construction documents have been previously approved or the documents have been modified to comply with this code and the fee as prescribed by Title XIII of the Yuba County Ordinance has been paid. For the purposes of this provision, the reinstated permit shall be valid for the same time period as for a new permit.

10.05.440 Temporary Structures and Uses.

- A. General. The building official may issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official may, upon written request supported by good cause, to grant a one-time extension of not more than 90 days. An application for temporary permit shall be made to the building official and shall contain a plot plan that accurately, to a scale of ¼ inch per foot, identifies property lines, required setbacks (structure to structure, property lines to structures, septic and well locations), grading activities (a separate permit may be required), existing structures and the proposed structure. The application shall also contain a signed and notarized acknowledgement stating that the structure is temporary and must be removed by the permit expiration date and that failure to do so will result in the issuance of a Notice and Order to Abate Public Nuisance (pursuant to Chapter 7.36 of the Yuba County Ordinance Code) along with all applicable enforcement costs and penalties.
- B. Conformance. Temporary structures and uses shall be limited to the U Occupancy classification; limited to 400 square foot, or less, in size; with non-hazardous storage or an agricultural/horticultural use; vehicle, chemical or hazardous material storage is prohibited. Construction documentation and plan-check service as required by this code shall not be required; however the structure must conform to generally accepted construction and/or engineering practices and shall not pose a fire/life/safety hazard to the community. The building official shall collect the fee for temporary structures as prescribed in Title XIII of the Yuba County Ordinance Code. Inspections pursuant to this Section include, but are not limited to, apparent fire/life/safety hazards, verification of setbacks, construction method, ground-attachment, temporary plumbing and electrical services/fixtures. In addition, verification of the structure's final removal shall also be authorized by the permit.
- C. Termination of Approval. Where the temporary structure or use creates a hazard or is otherwise determined to be a public nuisance, the building official is authorized to terminate such permit for the temporary structure or use and to order the temporary structure or use to be discontinued. No refund of any fee paid pursuant to this section shall be reimbursed to the owner, applicant or authorized agent after a permit has been issued.

10.05.450 Document Submittals

A. Plan Submittals

- 1. Shall contain sufficient information for the building official to review for code compliance.
- 2. Consist of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in three (3) or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by law. Where special conditions exist, the building official may require additional construction documents to be prepared by a registered design professional.
 - a. Exception: The building official may waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.
- 3. Be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.
- **B.** Plan Information. Where specific or additional information is required by the Building Official, construction documents may include but not be limited to the following:
 - 1. Fire protection systems. Drawings for the fire protection system (s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation.
 - 2. Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.
 - 3. Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

- 4. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.
- 5. Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures and other improvements on the site, distances from lot lines and other required setbacks, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official may waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.
- 6. Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Yuba County Ordinance Code, Chapter 10.30, Federal Code of Regulations Chapter 44 and Section 1612.3.1 of the California Building Code.

C. Deferred Submittals.

- 1. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.
- Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the building official.
- 3. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official.
- D. Amended Construction Documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are

not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

10.05.460 Approval of Construction Documents.

- **A. Examination of Documents.** The building official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.
- **B.** Approval of Documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.
- C. Previous Approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.
 - 1. Geotechnical Soils Reports. Where development has ceased, and land has laid fallow for 2 years or more, the approved geotechnical soils report maintained by the building department shall be updated with a supplemental geotechnical report. The supplemental report shall be issued by the same author of the original report. Where the original author is unable to provide the supplemental report the building official may accept a supplemental report from another certified individual, firm or corporation.
- D. Phased Approval. The building official may issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.
- E. Design Professional in Responsible Charge. When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties

required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

 The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

10.05.470 Building Department Records.

- A. Retention of Construction Documents (CHSC 19850). Commencing January 1, 2014, the building department shall maintain an official copy of plans for every building, for the life of the building, for which the building department issues a permit.
 - 1. Exception: This section shall not apply to the following:
 - a. Single or multiple dwellings not more than two stories and a basement in height.
 - Garages and other structures appurtenant to buildings describe in "1." above.
 - c. Farm or ranch buildings.
 - d. One-story, wood-framed buildings where the span between bearing walls does not exceed 25 feet.
 - 2. For the buildings described in the exception above, one set of approved construction documents shall be retained by the building official for a period of not less than 180 days from date of completion of the permitted work.
- B. Construction Documents, Plans and Specifications as Public Records (CHSC 19851). Documents retained by the building department are public record and shall be open and available for inspection by the public, except for information specifically exempted under law shall be redacted from the file prior to inspection. The documents requested for inspection shall be made available as soon as practicable by the department, normally being one business day, and may only be viewed on the premises of the building department.
- C. Release of Construction Documents, Plans and Specifications (CHSC 19851).

 Documents, plans and specification may be released, in whole or in part, where the following provisions have first been met:
 - 1. Written permission from:
 - a. The certified, licensed or registered professional, or his/her successor, who signed the original documents.
 - b. The original or current owner of the building, or from the board of directors if the building is a common interest development.

- c. The above requirements shall not apply where there is a proper order of the court or to any state agency.
- 2. The person requesting copies or the release of documents shall also provide a signed affidavit, provided by the building department, which states following provisions:
 - a. That the copy of the plans shall only be used for the maintenance, operation, and use of the building.
 - b. That drawings are instruments of professional service and are incomplete without the interpretation of the certified, licensed, or registered professional of record.
 - c. That Subdivision (a) of Section 5536.25 of the Business and Professions Code states that a licensed architect who signs plans, specifications, reports, or documents shall not be responsible for damage caused by subsequent changes to, or use of, those plans, specifications, reports, or documents where the changes are not authorized or approved by the architect that originally signed the plans.
- 3. The requested documents shall not be released until a fee for administrative and reproduction costs have been paid to the department.

ARTICLE 5 FEES

10.05.500 Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Yuba County Board of Supervisors and contained in Title XIII of the Yuba County Ordinance Code. Where a specific fee has not been identified or listed in the fee matrix tables, fees for services shall be applied per the department's hourly rate as stated in Section 10.05.510 below.

10.05.510 Application of Fees. Any work which requires the issuance of a permit, including but not limited to, pre-inspections, department routing clearances, plan check services, permit issuance and required inspections shall have a corresponding fee applied to the permit process. Where a specific fee has not been identified, the building official shall first estimate the amount of time necessary to perform the required duties to meet code requirements and then apply the current hourly rate as listed in Title XIII of the Yuba County Ordinance Code.

10.05.520 Payment of Fees. A permit shall not be valid until the fees prescribed by this code, as listed in Title XIII of the Yuba County Ordinance Code have been paid, nor shall an amendment to a permit be released until additional fees, if any, have been paid.

10.05.530 Building Permit Valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit valuation shall be set using the permit valuation table as set by the building official.

10.05.540 Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits and where a Stop Work Notice has been issued pursuant to Section 10.05.710B, the permittee shall be subject to a fee, as listed in Title XIII of the Yuba County Ordinance Code, that shall be in addition to the required permit fees.

10.05.550 Cost of Enforcement. Where it is necessary for the building official to enforce various provisions of this code, the Yuba County Ordinance Code or any state or federal laws, the building official shall keep an itemized accounting of cost related to enforcement. The cost of enforcement shall become the responsibility of property owner of the property on which the violation occurred.

10.05.560 Related Fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by the Yuba County Ordinance Code or any other state or federal law.

10.05.570 Deferred Fees. The building official is hereby authorized to issue a permit prior to the collection of all fees associated with development where the Yuba County Ordinance Code specifically authorizes the deferment of certain fees.

10.05.580 Refunds.

A. The building official may authorize a full refund of any fee paid which was erroneously paid or collected. The building official may authorize a refund of not more than 80 percent of the permit fee paid where no work has been done under the permit issued in accordance with this code. The building official may authorize a refund of not more than 80% of the plan review fee paid when an application for a permit for which a plan

- review fee has been paid is withdrawn or canceled by the applicant before any plan review has been completed.
- **B.** The building official shall not authorize the refund of any fee paid where the request for refund is received 180 days or more after the original date of the payment of the fee and the permit is considered null and void or abandoned.
- C. The building official shall not authorize the refund of any fee paid to any person who is not the original person who paid the fee, except where the original person who paid the fee provides a request that contains a written authorization releasing the refund to a different recipient.

10.05.590 Fee Waivers. Pursuant to Resolution 1999-22, adopted by the Yuba County Board of Supervisors on February 2, 1999, fees imposed by this code and listed in Title XIII of the Yuba County Ordinance Code shall not be waived except that where an incident is officially declared to be a local emergency, the Board of Supervisors may, conditionally or not, waive fees established by County Ordinance otherwise chargeable to victims of such an incident and directly related to such victims' recovery from the incident.

ARTICLE 6 INSPECTIONS, CONNECTION TO UTILITIES, AND CERTIFICATE OF OCCUPANCY

10.05.600 Inspections. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. All approved construction documents shall be onsite for each inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of Yuba County. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the County shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the County shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

A. Inspection Requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. Inspections will generally be performed the following business day after the request has been received, except that Inspections may be performed the same business day when requested through the County's automated IVR system no later than 7:00am. It shall be

- the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.
- B. Inspection Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official. Where the building official has previously cited work to be corrected and a new inspection reveals noncompliance, the building official may apply a fee for reinspection.

10.05.610 Required Inspections. The building official, upon notification, shall make the inspections set forth in Sections A through H and/or Section 10.05.620. The job-site inspection card issued along with the building permit shall be on site for each inspection that has been schedule with the building department.

- **A. Footing and Foundation Inspection**. Footing and foundation inspections, including property line setback distance, shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.
- B. Concrete Slab and Under-Floor Inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed including the subfloor.
- C. Frame Inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.
 - 1. **Moisture Content Verification.** Moisture content of framing members shall be verified in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.5.
- **D. Lath and Gypsum Board Inspection.** Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.
 - 1. Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

- **E. Fire- and Smoke-Resistant Penetrations.** Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.
- F. Energy Efficiency Inspections. Shall include, but not be limited to, inspections for envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.
- **G. Green Building Standards.** Shall include, but not be limited to: design, energy efficiency, water efficiency and conservation, material conservation and resource efficiency and environmental quality.
- **H. Final inspection.** The final inspection shall be made after all work required by the building permit is completed. The final inspection shall not be made prior to the Building Department receiving all development approvals from all reviewing departments and agencies.
 - 1. Operation and Maintenance Manual. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency shall be placed in the building in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.4.

10.05.620 Special Inspections and Other Inspections.

- **A. Preliminary Inspection.** Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed. The building official may charge the department's hourly rate for time spent during the preliminary inspection.
- **B. Special Inspection.** In addition to the inspections specified in Sections 10.05.610, the building official is authorized to make or require special inspections or any other inspections of any construction work including accepting reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability to ascertain compliance with the provisions of this code and other laws that are enforced by the building department.
- C. Reinspections. Where the work for which an inspection has been requested has not been completed, or where the work has not remained accessible or exposed, or where necessary construction documents are not onsite and available for the inspector at the time of inspection, the building official may require a fee for reinspection to be assessed and paid prior to any new inspections being made.

10.05.630 Connection of Service Utilities. Where public utilities are within 300 feet of the property line of a development (existing or new), the building or structure to be served shall be connected to such utility.

- A. Permanent Approval. Connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, shall require approval by the building official. A green, adhesive-backed, authorization tag with the words "Acceptance Notice" shall be affixed to the service equipment and/or piping as close as practicable to the service utility connection to the site being served.
- B. Temporary Connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power. Once authorized a white tag with the words "Temporary Service Acceptance Notice" shall by affixed by tie-wrap (aka zip tie) to the service equipment and/or piping as close as practicable to the service utility connection to the site being served. Temporary utilities shall either be made permanent within 180 days of authorization or the installation shall be considered hazardous and the building official shall cause such service to be disconnected. For the purposes of this section, "permanent" shall mean where a final inspection has been made and a permanent green Acceptance Notice tag has been affixed to the service entrance.
- C. Authority to Disconnect Service Utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without a permit authorizing such connection. The building official shall give notice to the serving utility of his/her decision to disconnect along with the reason for the disconnection. Except during an emergency or when there is an immediate hazard, the building official shall also give notice to the owner and/or occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

10.05.640 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

10.05.650 Certificate Issued.

- **A.** After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building department, the building official shall issue a certificate of occupancy.
 - 1. Exception: The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit,

provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

- 2. Certificate of Occupancy are not required for:
 - a. Work exempt in section 10.05.410
 - b. Building or structures accessory to single family dwellings
- **B.** The Certificate of Occupancy shall contain the following:
 - 1. The building permit number.
 - 2. The address of the structure.
 - 3. The name and address of the owner.
 - 4. A description of that portion of the structure for which the certificate is issued
 - 5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
 - 6. The name of the building official.
 - 7. The edition of the code under which the permit was issued.
 - 8. The use and occupancy.
 - 9. The type of construction.
 - 10. The design occupant load, where applicable.
 - 11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
 - 12. Any special stipulations and conditions of the building permit.

10.05.660 Revocation.

- **A.** The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.
- **B.** Where no Certificate of Occupancy has been issued or where the Certificate of Occupancy has been revoked pursuant to this code, the building or structure shall not be occupied or used and shall be considered dangerous and unsafe to occupy and may be posted as such.

ARTICLE 7 VIOLATIONS, REMEDIES AND APPEALS

10.05.700 Unlawful Acts.

- **A.** It shall be unlawful and a violation of this Chapter to do anything in contrary to the provisions set forth in this code.
- **B.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.
- C. It shall be unlawful for any person, firm or corporation to cause, allow or maintain any property, building or structure, or any equipment thereon to become a public nuisance dangerous or unsafe.
- **D.** It shall be unlawful and a violation of this Chapter to remove or deface any notice issued by the building official where such notice has been posted on any property, building or structure.

10.05.710 Remedies. Any violation of this code may be abated by any enforcement process authorized by law or as outlined in the Yuba County Ordinance Code.

- A. Unsafe to Use or Occupy. Where a structure, property or equipment is deemed unsafe, an Unsafe to Use or Occupy placard shall be posted. Where a structure has been posted unsafe the building official shall make a determination as to what use or occupancy may be appropriate based on the conditions present and identify restrictions, either by posting another placard or displaying the restrictions on the original posting placard. The placard shall be conspicuously posted at, or as close as practicable, to all entry and exit doors.
- **B.** Stop Work. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the building official is authorized to issue a stop work order.
 - 1. Issuance. The Stop Work order shall be posted on the property where the work is being completed. The order may also be served by mail or by personal service to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the action, and the conditions under which the cited work will be permitted to resume.
 - 2. Penalty. Where a Stop Work Order has been served pursuant to commencement of work prior to permit issuance, a penalty as listed in Title XIII

- of the Yuba County Ordinance Code for "Stop Work" shall apply and be collected when a permit for such work has been applied for and the permit has been obtained.
- 3. Where a Stop Work Order has been served pursuant to work completed in conflict or to the contrary of the permit authorizing such work, a penalty as listed in Title XIII for "re-inspection" shall apply and be collected prior to any corrective work being completed or any new inspections being scheduled or made.
- C. Notice of Violation. The building official is authorized to serve a Notice of Violation on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a code, or in violation of a permit or certificate issued under the provisions of this code. Such notice shall be a request for the discontinuance of the illegal action or condition and the abatement of the violation.
- D. Notice & Order to Abate. The building official is authorized to serve a Notice and Order to Abate Public Nuisance to the owner of a property or to the person creating the violation, or to both, pursuant to the guidelines set forth in Chapter 7.36 of the Yuba County Ordinance Code. Such Notice shall be mandatory and shall order the abatement of a violation of this code within a time certain.
- E. Notice of Non-Compliance. The building official is authorized to cause a Notice of Non-Compliance to be recorded against a parcel where a permit has expired, has been suspended or revoked, has become null and void, or where work has been completed without first obtaining a permit or where a building, structure, piece of equipment or property is deemed unsafe or where a building has been occupied prior to the issuance of a Certificate of Occupancy. A copy of the Notice of Non-Compliance shall be kept on file within the Building Department's records. The building official may provide advance notice of the recording of Notice of Non-Compliance to the property owner and may cause a copy of said Notice to be delivered to owner of record as it appears on the last equalized assessment role or to another address as the owner directs.
- **F. Notice of Compliance.** Where work or conditions cited in any notice issued by the building department has been corrected or removed, the building official may cause a Notice of Compliance to be recorded. The Notice of Compliance shall reference the original Notice of Non-Compliance. The property owner, or owner's agent, requesting the Notice of Compliance to be recorded shall pay the document preparation and recording fees as set forth in Title XIII of the Yuba County Ordinance Code.
- G. Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

10.05.720 Violation Penalties.

- A. Misdemeanor. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code is guilty of a misdemeanor and upon conviction thereof is punishable by imprisonment in the County jail for not more than 6 months or by a fine not exceeding \$1,000.00, or by both a fine and imprisonment. Each day, or portion thereof, during which any such violation continues shall be deemed a separate offense.
- **B.** Unlawful Continuance. Any person who continues to use, occupy or work after having been served with any notice contained herein, except such work as that person is directed to perform to abate a violation or unsafe condition, may be subject to other penalties as prescribed by law.

10.05.730 Appeals.

- A. Appeals pursuant to orders or decisions of the building official shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed.
- **B.** Appeals shall be in writing and shall be filed with the building official within 15 days after written notice of the order or decision of the building official has been mailed to the applicant. The building official shall schedule a hearing that is set for a date not less than 15 days and not more than 60 days from the date that the request is filed with the building official.

10.05.740 Board of Appeals Established. Pursuant to the authority granted in this code and in section 17920.5 of the California Health and Safety Code, the Board of Appeals is hereby created.

- A. Hearing Authority. The Board of Appeals is authorized to hear appeals regarding all decisions of the building official or any issue referred to it by the building official, including:
 - 1. The denial of modifications, variances, materials and design from the provisions of this chapter.
 - 2. Determine the suitability of alternate materials and types of construction, and
 - 3. Provide reasonable interpretation of the technical provisions of this chapter.
 - 4. The Board of Appeals shall have no authority to waive requirements of this code nor shall the board have any authority as to the interpretation of the Administrative sections of this code or wave any requirements thereof.

- **B.** Appointment of Members. The Board of Appeals shall consist of five (5) regular members and two (2) alternate members, who are County residents, and are not employees of the County, and shall be appointed by the Yuba County Board of Supervisors as follows:
 - 1. One for five years; one for four years; one for three years; one for two years; and one for one year; alternate members shall be appointed for five years or serve until a successor has been appointed.
 - 2. Thereafter, each new member shall serve for five years or until a successor has been appointed.
- **C. Qualifications.** Board members shall be qualified by experience and training to pass on matters pertaining to building construction as follows:
 - 1. Qualifications:
 - a. One (1) Registered Design Professional, Structural or Civil Engineer or Architect.
 - b. Two (2) General Building Contractors.
 - c. One (1) Fire Science Degree/experience.
 - d. One (1) Member of the General Public.
 - 2. Alternate members may have any of the qualifications listed above.
 - 3. The building official shall be appointed as an ex-officio member and shall act as secretary to said Board but shall have no vote upon any matter before the Board.

D. Other Duties.

- 1. The Board of Appeals shall hold the office at the pleasure of the Board of Supervisors.
- 2. The Board of Appeals shall adopt rules of procedure for conducting its business.
- 3. Hearings shall be conducted based on the procedures as set forth in Article 5, of Chapter 7.36 of the Yuba County Ordinance Code commencing with Section 7.36.510.
- 4. The Board of Appeals shall select one of its members annually to serve as Chairperson.
- **E.** Conflicts. Where a conflict exists or may be perceived to exist, an individual Appeals Board member shall take appropriate action to eliminate the conflict up to and including abstaining from voting.

10.05.750 Alternative Hearings.

A. Where the Board of Appeals is unable or unavailable to hear appeals pursuant to this section, an Administrative Law Judge or the Yuba County Board of Supervisors is hereby authorized to carry out the Board of Appeals' duties.

B. Appeals related to housing issues shall be heard pursuant to the rules established in Chapter 7.36 of the Yuba County Ordinance Code. Appeals shall only be requested pursuant to a Notice and Order to Abate Public Nuisance.

ARTICLE 8 SEVERABILITY

10.05.800 Severability. If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



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TO:

Board of Supervisors

FROM:

Martin Griffin: Chief Building Official

Jeremy Strang; Supervising Building Official

DATE:

March 18, 2014

SUBJECT:

Ordinance Creating Chapter 10.50, Repair and Reconstruction, of the Yuba County

Ordinance Code

RECOMMENDATION:

Approve creating Ordinance Chapter 10.50, Repair and Reconstruction

Code, and adding it to the Yuba County Ordinance Code.

BACKGROUND:

On September 22, 2009 the Yuba County Board of Supervisors added the

provisions contained in the proposed ordinance to Chapter 10.05

commencing with section 10.05.150.

DISCUSSION:

The proposed ordinance is representative of technical provisions and is no longer appropriate within Chapter 10.05 as it represents administrative provisions. Minor changes have been made so that the chapter will be

consistent with the current California Building Code.

Summary of Changes:

Renumber sections to be consistent with the California Building Code

> Deleted duplicative sections

ENVIRONMENTAL DETERMINATION:

Pursuant to the State Guidelines to implement the California Environmental Quality Act (CEQA), the ordinance has been reviewed for its potential to impact the environment. It is recommended that the Board of Supervisors determine that the proposal consists of a minor technical update to an existing ordinance. As the ordinance addresses safety standards for existing structures it can be seen that the proposed technical update will not have an adverse impact upon the environment and it is, therefore, EXEMPT from further environmental review pursuant to CEQA Section

15061(b)(3).

COMMITTEE ACTION:

The Land Use & Public Works committee recommends approval.

FISCAL IMPACT:

The proposed ordinance will not have any impact on the General Fund.

User Fees fund all Building Department Activities.

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ORDINANCE N	0
	0.50 TO THE YUBA COUNTY ORDINANCE CODE ONSTRUCTION OF STRUCTURES
passed and adopted by the Board of Supervisor	ng of three (3) sections, was duly and regularly s of the County of Yuba, State of California, at a held on day of,
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Chairperson of the Board of Supervisors of the County of Yuba, State of California
ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors	
By:	

APPROVED AS TO FORM ANGIL MORRIS-JONES:

By: July

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Chapter 10.50 of Title X of the Yuba County Ordinance Code is hereby created as follows:

CHAPTER 10.50

(Formerly Chapter 10.05, Section 10.05.150; Prior Ord. No. 1483; 1501)

REPAIR AND RECONSTRUCTION ORDINANCE

SECTIONS:

10.50.100 Purpose.

10.50.110 Findings.

10.50.120 Conflicts.

10.50.130 Section 3402 Additional Language.

10.50.140 Section 3405 Additional Language.

10.50.150 Severability.

10.50.100 Purpose. It is the intent of the Board of Supervisors in adopting this Ordinance to provide additional measures regarding the repair of buildings or structures damaged as a result of natural disaster. These additions and amendments to Chapter 34 of the California Building Code (CBC) are intended to reduce the amount of time for repairs thus minimizing the amount of time owners and/or occupants are displaced from their buildings.

10.50.160 Findings. These additions and amendments are necessary to further safeguard the public health, safety and general welfare because of local geological conditions that present a danger to the County's existing buildings and structures. Pursuant to California Health and Safety Code Section 17958.7, these express findings are either on file or will be filed with the California Building Standards Commission prior to the effective date of this Ordinance.

10.50.170 Conflicts. In the event an amendment to the California Building Standards Code results in differences between these building standards and the California Building Standards Code, the text of these building standards shall govern.

10.50.180 Section 3402 Additional Language. For the purposes of this Chapter, the following definition applies and is hereby added to Section 3402, *Definitions*, of the California Building Code:

- A. SUBSTANTIAL STRUCTURAL DAMAGE. A condition where:
 - 1. In any story, the vertical elements of the lateral-force resisting-system have suffered damage such that the lateral load-carrying capacity of the structure in any direction has been reduced by more than 20 percent from its pre-damaged condition, or:
 - 2. The capacity of any vertical gravity load-carrying component, or any group of such components that supports more than 30 percent of the total area of the structures floor(s) and roof(s) has been reduced more than 20 percent from its pre-damaged condition, and the remaining capacity of such affected elements with respect to all dead and live loads is less than 75 percent of that that required by the building code for new buildings of similar structure, purpose and location.

10.50.190 Section 3405 Additional Language. The following Sections are hereby added to Section 3405, *Repairs*, in Volume 2 of the California Building Code:

- A. <u>3405.6 Seismic Evaluation and Design.</u> Existing buildings, structure and their components shall be based on the following criteria:
 - 1. California Building Code
 - 2. American Society of Civil Engineers (ASCE) 31, Seismic Evaluation of Existing Buildings
 - 3. American Society of Civil Engineers (ASCE) 41, Seismic Rehabilitation of Existing Buildings
 - 4. Appendix A of the International Existing Building Code (IEBC)
- **B.** <u>3405.6.1</u> <u>Seismic Forces.</u> When seismic forces are required to meet the levels prescribed by the Building Code, they shall be one of the following:
 - 1. 100 percent of the values as prescribed in the Building Code. The R factor used for analysis in accordance with Chapter 16 of the Building Code shall be the R factor

- specified for structural systems classified as "Ordinary" unless it can be demonstrated that the structural system satisfies the proportioning and detailing requirements for systems classified as "Intermediate" or "Special".
- 2. Where ASCE 41 is used, the corresponding BSE-1 and BSE-2 Earthquake Hazard Levels performance levels as shown in Table 3405.6 shall be used.

TABLE 3405.6
ASCE 41 and ASCE 31 PERFORMANCE LEVELS

OCCUPANCY CATEGORY (Based on CBC Table 1604.5)	PERFORMANCE LEVEL FOR USE WITH ASCE 31 and ASCE 41 BSE-1 EARTHQUAKE HAZARD LEVEL	PERFORMANCE LEVEL FOR USE WITH ASCE 41 BSE-2 EARTHQUAKE HAZARD LEVEL
1	Life Safety (LS)	Collapse Prevention (CP)
II	Life Safety (LS)	Collapse Prevention (CP)
III	Note (a)	Note (a)
IV	Immediate Occupancy (IO)	Life Safety (LS)

Note(a). Performance Levels for Occupancy Category III shall be taken as halfway between the performance levels specified for Occupancy Category II and Occupancy Category IV.

- C. <u>3405.6.2 Reduced CBC level seismic forces</u>. When seismic forces are permitted to meet reduced building code levels, they shall be one of the following:
 - 1. 75 percent of the forces prescribed in the building code. The R factor used for analysis in accordance with Chapter 16 of the building code shall be the R factor as specified in Section 3405.6.1 item 1.
 - In accordance with the applicable chapters in Appendix A of the IEBC, as specified in items a through e below. Structures or portions of structures that comply with the applicable requirements in IEBC Appendix A shall be deemed to comply with the requirements for reduced building code force levels.
 - a. The seismic evaluation and design of unreinforced masonry bearing wall buildings in Occupancy Category I or II are permitted to be based on the procedures specified in IEBC Appendix Chapter A1.
 - b. Seismic evaluation and design of the wall anchorage system in reinforced concrete and reinforced masonry wall buildings with flexible diaphragms in Occupancy Category I or II are permitted to be based on the procedures specified in IEBC Appendix Chapter A2.
 - c. Seismic evaluation and design of cripple walls and sill plate anchorage in residential buildings of light-frame wood construction in Occupancy Category I or

- II are permitted to be based on the procedures specified in IEBC Appendix Chapter A3.
- d. Seismic evaluation and design of soft, weak, or open-front wall conditions in existing multi-unit residential buildings of light-frame wood construction in Occupancy Category I or II are permitted to be based on the procedures specified in IEBC Appendix Chapter A4.
- e. Seismic evaluation and design of existing concrete buildings and concrete with masonry infill buildings in all Occupancy Categories are permitted to be based on the procedures specified in IEBC Appendix Chapter A5.
- 3. Where ASCE 31 is used, the performance levels as shown in Table 3405.6
- 4. Where ASCE 41 is used, the performance level as shown in Table 3405.6. Additionally the design spectral response acceleration parameters Sxs and Sx1 shall not be taken less than 75 percent of the respective design spectral response acceleration parameters SDS and SD1 defined by the IBC and its reference standards.

D. 3405.6.3 Referenced Standards.

Standard Reference Number	Title	Referenced In Code Section
		Number
ASCE 31-03	Seismic Evaluation of Existing	3405.6:1, Table 3405.6
	Buildings	3405.6.2:3
ASCE 41-06	Seismic Rehabilitation of	3405.6:2, 3405.6.1:2 Table
	Existing Buildings	3405.6 3405.6.2:4

10.50.1100 Severability.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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SafetyBeltSafe U.S.A.

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502 Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org (310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SREC FAXOR 0) 222-6862

February 12, 2014

MAR 14 2014

Clerk/Board of Supervisors

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, March 30 - April 5, 2014

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, March 30 – April 5, a special event in your county.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with in your county media, may encourage them to publicize this subject more widely. Send your proclamation to us in advance for display at Safety Seat Checkup Day on April 5.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, March 23 – 29, sponsored by the Peace Officers Association of Los Angeles County, to protect children's welfare.
- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

Safety Seat Checkup Day on Saturday, April 5, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles

On April 5, families will receive a detailed inspection of the installation and use of their safety seats by trained volunteers. Parents will be told if the safety seats have been recalled or need replacement parts and shown how to use them correctly. Error rates at previous events have been found to be more than 90%.

Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

The national non-profit organization dedicated to child passenger safety since 1980

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Program Consultant

SafetyBeltSafe U.S.A.

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502 Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org (310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SANO FAX (310) 222-6862

PROCLAMATION

WHEREAS, the number one preventable cause of death and injury of children and young adults is the automobile collision; and

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

WHEREAS, more than 90% of child safety seats are used incorrectly; and

WHEREAS, California's child safety seat usage rate reached a record high of 95% in 2010, up from 90.9% in 2009; and

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride;

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California; and

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 30 years to protecting children from injury or death while being transported in a motor vehicle:

NOW BE IT PROCLAIMED BY THE COUNTY OF

THAT MARCH 30 - APRIL 5, 2014, BE DECLARED SAFETY SEAT

CHECKUP WEEK.

California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child's brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

(V.C. 27360) All children under age 8 must be properly buckled into a safety seat or booster in the back seat. Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 4'9" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

(V.C. 27360.5) Children age 8 or more may use the vehicle safety belt <u>if it fits properly</u> with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

Consequences for failing to properly buckle up any child under 16

- The parent gets the ticket if a child under 16 is not properly buckled up.
- The driver gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than \$500* per child; the fine for a second offense could be more than \$1000* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

Related Information

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer's instructions for the maximum weight (30-45 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test (see other side).
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

(V.C. 27315) Drivers and passengers 16 or older must be properly buckled up in vehicle safety belts.

The driver may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than \$100* per person. Passengers also may be ticketed for not being properly buckled up.

(V.C. 23116) Pickup truck passengers also must be properly buckled up.

The driver may be ticketed for letting passengers ride in the back of a pickup truck.

Passengers also may be ticketed for not being properly buckled up.

The cost of a ticket could be more than \$250* for each unbuckled adult. No exemption for camper shells.

Other Laws to Protect Children

- Children left in vehicle (V.C. 15620): A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than \$500.*
- Smoking in a vehicle [Health and Safety Code 118948(a)] is prohibited if a child under 18 is present. The cost of a ticket could be more than \$500.*
- Helmets (V.C. 21212, 21204, 27803): Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

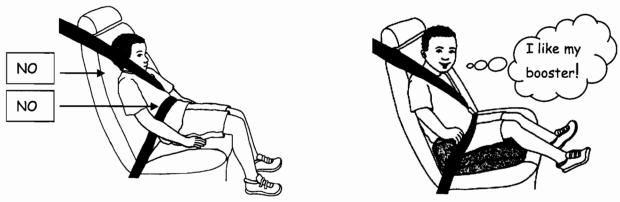
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This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety. Important: Call to check if there is a more recent version before reproducing this document.

^{*}Fine amounts shown include penalty assessments

CALIFORNIA CHILD PASSENGER SAFETY LAW

- Children under age 8 must be properly buckled into a car seat or booster in the back seat.
- <u>Children age 8 or older</u> may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or child safety seat.
- Everyone in the car must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than \$500 and get a point on their driving records.



Most kids need to ride in a booster seat until age 10 to 12. Using a booster instead of just a belt prevents 45% of crash injuries.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

The 5-Step Test

- Does the child sit all the way back against the auto seat?
- 2. Do the child's knees bend comfortably at the edge of the auto seat?
- 3. Does the belt cross the shoulder between the neck and arm?
- 4. Is the lap belt as low as possible, touching the thighs?
- 5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost safety seats, call your local health department at

For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.

For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.

For more information: SafetyBeltSafe U.S.A. www.carseat.org 800-745-SAFE (English) 800-747-SANO (Spanish)

Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

CAPITOL OFFICE STATE CAPITOL SACRAMENTO, CA 95814 (916) 651-4004

CHICO DISTRICT OFFICE 2653 FOREST AVE., STE. 110 CHICO, CA 95928 (530) 879-7424

CRESCENT CITY DISTRICT OFFICE 1080 MASON MALL, STE 4 CRESCENT CITY, CA 95531 (707) 464-1255

ROSEVILLE DISTRICT OFFICE 2200A DOUGLAS BLVD., STE. 100 ROSEVILLE, CA 95765 (916) 772-0571

> YUBA CITY DISTRICT OFFICE 409 CENTER ST., STE. C YUBA CITY, CA 95993 (530) 751-8657

California State Senate



SENATOR
JIM NIELSEN

FOURTH SENATE DISTRICT

BUDGET & FISCAL REVIEW
HEALTH

COMMITTEES 120-14

INSURANCE
VETERANS AFFAIRS

RECEIVED

MAR 14 2014

Clerk/Board of Supervisors

RECEIVED BY EACH

March 13, 2014

The Honorable John Nicoletti, Chair Yuba County Board of Supervisors 915 8th Street, Suite 109 Marysville, CA 95901

RE: The Agriculture Education Incentive Grant Program

Dear Supervisor Nicoletti and Members of the Board:

I received a copy of the resolution conveying the Board's support for the retention of the Agriculture Education Incentive Grant Program. I appreciate hearing from the district and having the opportunity to respond.

I value your collective support of the existing agricultural grant program. As the author of the legislation that established the grant program in 1983 and a lifelong rancher and farmer myself, I am fully aware of the invaluable contributions of agriculture in our state and would also hate to see this grant program eliminated.

Although the Governor's 2014-15 budget proposes to roll the program into the Local Control Funding Formula (LCFF), as Vice Chair of the Senate Budget and Fiscal Review Committee, I intend to make the case that we simply cannot risk allowing the Agricultural Education Incentive Program to be phased out. I will also be co-authoring Assembly Member Salas's Assembly Bill 2033, which will convert the agricultural education to a career technical education program. You can be assured that my staff and I will be monitoring this issue closely.

Again, thank you for taking the time to write to convey your support.

- Nielsen

Sincerely,

JIM NIELSEN

Senator, Fourth District

JN:cb

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218 Marysville, CA 95901 Office (530) 749-7841 Fax (530) 749-6990

RECEIVED

MAR 17 2014

To:

Interested Parties

Clerk/Board of Supervisors

From:

Paul Brunner, P.E., Executive Director, Three Rivers Levee Improvement Authority

Subject:

Time Correction for Public Board Meeting to Consider Adoption of a Proposed Mitigated

Negative Declaration for the Yuba Goldfields 100-Year Flood Protection Project

SCH#2014022010

Please note that the recently circulated Notice of Availability and Intent to Consider Adoption of a Proposed Mitigated Negative Declaration (MND) for the proposed Yuba Goldfields 100-Year Flood Protection Project incorrectly stated that the Three Rivers Levee Improvement Authority (TRLIA) board meeting will begin at 2:00 p.m. on April 1, 2014. The regularly scheduled board meeting at which the board will consider adoption of the MND for the proposed project will begin at 3:30 p.m. on April 1, 2014.

What:

TRLIA Board Meeting to Consider Adoption of the MND for the Proposed

Yuba Goldfields 100-Year Flood Protection Project

Date and Time:

April 1, 2014, at 3:30 p.m.

Location:

Yuba County Government Center Board Chambers

915 Eighth Street

Marysville, CA 95901

This meeting is open to the public. For questions, contact Paul Brunner, (530) 749-7841, pbrunner@co.yuba.ca.us.

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director



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74 122-14

(530) 749-7880 FAX (530) 749-7936

March 25, 2014

TO:

PUBLIC FACILITIES COMMITTEE

FROM:

Doug McCoy, Administrative Services Director

SUBJECT:

DISCUSS SUBLEASE AS IT RELATES TO THE LEASE AGREEMENT BETWEEN CONTINENTAL PACIFIC LUMBER INDUSTRIES AND CALI SHINE DISTILLERY COMPANY, FOR PROPERTY LOCATED AT 5216 ARBOGA ROAD, OLIVEHURST

Recommendation:

It is recommended that the Committee approve proceeding to the Board to authorize the Chairman to execute the subject agreement.

Background:

Continental Pacific Lumber leases approximately 7.5 acres in Yuba County Airport Industrial Park No. 1. The company has subleased the property since it was assigned the related leases in 1986. The lease agreements require the County to approve any sublease of the Continental Pacific Lumber's leased properties. The lease agreements provide the Yuba County Airport annual revenue in the amount of \$1,000.

Discussion:

Brian D. Toepfer, Michael R. Toepfer & Chrisopher M. Dean, dba Cali Shine Distillery Company, are leasing 14,000 square feet of an approximate 47,600 square foot complex located at 5216 Arboga Road, Olivehurst. This is a three-year, six-month lease that began on December 1, 2013, and terminating May 31, 2017. The space will be used for the production of alcoholic beverages. The tenants will be repairing the property and bring it up to food safety standards as required by the county.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachments



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Email Bud.Applegate@colliers.com



November 19, 2013

Mary Hansen Airport Manager 1364 Sky Harbor Drive, Suite A Olivehurst, CA 95961

RE: 5216 Arboga Rd

Dear Mary:

Enclosed please find three (3) original Leases executed by Owner (Continental Pacific Lumber Industries, Inc.) and Lessee (Brian D. Toepfer, Michael R. Toepfer, & Christopher M. Dean, dba: Cali Shine Distillery Co.). This building will be used for the production of alcoholic beverages. They will be repairing the property and bring it up to food safety standards.

If you have any questions please do not hesitate to give me a call, and if you could please give me some indication about how long it will take to receive this document back. You will note that we plan to paint the building and turn the electrical back on so it will have a much better appearance from the street.

Thank you very much for your help.

Sincerely,

COLLIERS INTERNATIONAL

W.W. Applegate, Jr. Senior Vice President (916) 563-3003

c: Paul Taylor Paul Taylor Continental Pacific Lumber Industries 11294 Coloma Road, Suite H Gold River, CA 95670 Bud Applegate Senior Vice President Lic. #00785734 301 University Avenue, Suite 100 Sacramento, CA 95825 www.colliers.com/sacramento MAIN +1 916 929 5999

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Lease Approval 5216 Arboga Road, Olivehurst CA

Yuba County Approval: This Lease must be approved by Yuba County. If the county adds any restriction the Lessor or Lessee cannot accept, then the Lessor and Lessee both have the option to cancel this Lease within 10 days of notice from the County.

Yuba County Lease Approval				
Name	Date			
Title				



AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1.			ns ("Basic Provisions").	
!d- !	1.1		es: This Lease ("Lease"), dated for reference purposes only November 1, 2013	
is made i	by and t	between <u>c</u>	Continental - Pacific Lumber Industries, Inc.	("Lessor"
and Br	ian D	. Toer	ofer, Michael R. Toepfer and Christopher M. Dean, dba: Cali Shir	
Disti			order, memade K. roopter and omribeopher in beam, aba. Our bir	
			("Lessee"), (collectively the "Parties", or individu	ally a "Party")
	1.2(a)	Prem	ises: That certain portion of the Project (as defined below), including all improvements therein or to be project.	
under the			ase, commonly known by the street address of 5216 Arboga Road	
			vehurst , County of Yuba	. State of
Califo				reto ("Premises"
and gene	rally de	scribed a	s (describe briefly the nature of the Premises): approximately 14, 000 square feet	
-	-		7,600 square foot complex on a +/-5 Acre parcel	
		_		
In additio	n to Les	see's rigl	nts to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any	utility raceways o
the buildi	ng cont	aining the	Premises ("Building") and to the common Areas (as defined in Paragraph 2.7 below), but shall not have	any rights to the
roof or ex	terior w	alls of the	e Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land	d upon which the
are locate	ed, along	g with all	other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Pa	aragraph 2)
	1.2(b)	Parkir	ng: per pro rata share unreserved vehicle parking spaces. (See also Para	graph 2.6)
	1.3	Term:	three (3) years and six (6) months ("Original Term")
commend	cing De	cembeı	c 1, 2013 ("Commencement Date") and ending May 31, 2017	
("Expirat	ion Dat	e") . (See	e also Paragraph 3)	
	1.4	Early	Possession: If the Premises are available Lessee may have non-exclusive possession of the Premi	ses commencing
			("Early Possession Date").	
(See also	Paragr	aphs 3.2	and 3.3)	
	1.5	Base	Rent: \$ 1,400.00 per month ("Base Rent"), payable on the First	
day of ea	ch mont	th comme	encing June 1, 2014 . (See a	lso Paragraph 4)
☑ If this	box is o	hecked,	there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50	
	1.6	Lesse	e's Share of Common Area Operating Expenses:twenty nineper	cent (<u>29</u> %)
("Lessee	's Shar	e"). In the	e event that the size of the Premises and/or the Project are modified during the term of this Lease, Lesso	r shall recalculate
Lessee's	Share to	o reflect s	such modification.	
	1.7	Base	Rent and Other Monies Paid Upon Execution:	
		(a)	Base Rent: \$1,400.00 for the period June 2014	
		(b)	Common Area Operating Expenses: \$ for the period	
		(c)	Security Deposit: \$2,800.00 ("Security Deposit"). (See also Paragraph 5)	
		(d)	Other: \$7,000.00 for July thru November 2014	
				<u> </u>
		(e)	Total Due Upon Execution of this Lease: \$11,200.00	
	1.8	Agree	d Use: the production of alcohol and storage of equipment in accor	dance with
all ci	ty,	county	and state codes and laws at Lessee's sole cost and expense	
			(See	also Paragraph 6)
	1.9	Insuri	ng Party. Lessor is the "Insuring Party". (See also Paragraph 8)	
	1.10	Real E	state Brokers: (See also Paragraph 15)	
			DAGE 1 OF 22	BOT
-	-		PAGE 1 OF 22	1107
INITIALS	_			INITIALS

(a) Representation: The following real estate brokers (the "Broke	ers") and brokerage relationships exist in this transaction
(check applicable boxes):	
	represents Lessor exclusively ("Lessor's Broker");
	represents Lessee exclusively ("Lessee's Broker"); or
☑ Colliers International - Bud Applegate	represents both Lessor and Lessee ("Dual Agency").
(b) Payment to Brokers: Upon execution and delivery of this Leas	e by both Parties, Lessor shall pay to the Brokers for the
brokerage services rendered by the Brokers the fee agreed to in the attached a separate wr	itten agreement or if no such agreement is attached, the
sum of or % of the total Base Rent payable for the Origin	al Term, the sum of per Agreement or
of the total Base Rent payable during any period of time that the Lessee occupies t	
sum of % of the purchase price in the event that the Less	
any rights to the Premises.	
1.11 Guarantor. The obligations of the Lessee under this Lease are to be	guaranteed by
The congunities of the acceptance of the accepta	("Guarantor"). (See also Paragraph 37)
1.12 Attachments. Attached hereto are the following, all of which constitute a	
☑ an Addendum consisting of Paragraphs 50 through 52	:
☑ a site plan depicting the Premises Exhibit "A";	
☐ a site plan depicting the Project;	
☐ a current set of the Rules and Regulations for the Project;	
☐ a current set of the Rules and Regulations adopted by the owners' association;	
☐ a Work Letter;	
☐ other (specify);	
2. Premises.	
2.1 Letting . Lessor hereby leases to Lessee, and Lessee hereby leases from	om Lessor, the Premises, for the term, at the rental, and
upon all of the terms, covenants and conditions set forth in this Lease. While the approximate	e square footage of the Premises may have been used in
the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NO	
should the actual size be determined to be different. NOTE: Lessee is advised to verify the	actual size prior to executing this Lease.
2.2 Condition. Lessor shall deliver that portion of the Premises contained	d within the Building ('Unit") to Lessee broom clean and
free of debris on the Commencement Date or the Early Possession Date, whichever first oc	curs ("Start Date"), and, so long as the required service
contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thir	•
electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("	
such elements in the Unit, other than those constructed by Lessee, shall be in good operating	
roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and that the Unit shall be free of material defects, and the Unit shall be free of material defects.	,
defined as toxic under applicable state or federal law. If a non-compliance with such warranty	•
elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Le	•
as otherwise provided in this Lease, promptly after receipt of written notice from Lessee se	
non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty per	• • • • • • • • • • • • • • • • • • • •
systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Le	
appropriate warranty period, correction of any such non-compliance, malfunction or failure sh	_
expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing	<u> </u>
2.3 Compliance. Lessor warrants that to the best of its knowledge the improvement of the best of its knowledge the improvement.	
with the building codes that were in effect at the time that each such improvement, or portion t	
covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Ap	• • • • • • • • • • • • • • • • • • • •
to the use to which Lessee will put the Premises, modifications which may be required by the	
result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defin	-
NOTE: Lessee is responsible for determining whether or not the Applicable Requirer	
Lessee's intended use, and acknowledges that past uses of the Premises may no long warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice	
extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not	
warranty within 6 months following the Start Date, correction of that non-compliance shall	
expense. If the Applicable Requirements are hereafter changed so as to require during the t	-
alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance,	
and the state of t	of the former of order physical modification of the

Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

- Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.
- (b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.
- (c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.
- Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.
- 2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.
- Vehicle Parking. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:
- (a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
 - (b) Lessee shall not service or store any vehicles in the Common Areas.
- (c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.
- 2.7 Common Areas Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and

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landscaped areas.

- Common Areas Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.
- 2.9 Common Areas Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.
 - 2.10 Common Areas Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:
- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
 - (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
 - (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.
- 3. Term.
 - 3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.
- 3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.
- Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed be Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.
- Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.
- 4. Rent.
 - 4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are

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deemed to be rent ("Rent").

- 4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:
- (a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:
- (i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:
- (aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.
 - (bb) Exterior signs and any tenant directories.
 - (cc) Any fire sprinkler systems.
- (dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.
 - (ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately
- (iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.
- (iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.
 - (v) Real Property Taxes (as defined in Paragraph 10).
 - (vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.
 - (vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.
 - (viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and

replacement of the Project.

metered.

- (ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.
- (x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.
- (b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.
- (c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.
- (d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.
- (e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.
- Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late

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Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.

Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

- Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.
- (b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.
- (c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or

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materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

- Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.
- Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.
- Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.
- (g) Lessor Termination Option. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.
- Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.
- Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.
- 7. Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.
 - 7.1 Lessee's Obligations.

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- In General. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.
- (b) Service Contracts. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.
- (c) Failure to Perform. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.
- Replacement. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.
- Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.
 - 7.3 Utility Installations; Trade Fixtures; Alterations.
- (a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).
- Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an

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amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

- Qwnership. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.
- (b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.
- Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

- Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.
- (b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender,

BOC DET but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

- (b) Rental Value. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.
- (c) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.
- (d) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

- (a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.
- (b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.
- (c) Worker's Compensation Insurance. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements.
- (d) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.
- Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.
- Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.
- 8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.
- 8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any

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damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

- (a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.
- (b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.
- (c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.
- (d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.
- (e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.
- Partial Damage Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.
- 9.3 Partial Damage Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the

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termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

- Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.
- Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

- (a) Abatement. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.
- (b) Remedies. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.
- 9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

- Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for such calendar year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.
- Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.
- Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

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- Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.
- Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.
- 11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

- (a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
- (b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.
- (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.
- An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.
- (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
- (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.
- (c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's

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- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)
- 12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:
- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
 - (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
 - (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

- 13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:
- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
 - (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under

BOE DP J INITIALS Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

- The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
 - (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.
- Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:
- Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate (a) and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.
- (b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lesser's interests, shall not constitute a termination of the Lessee's right to possession.
- (c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.
- 13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an

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Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

- Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.
- 13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

- (a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.
- (b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.
- 14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

Brokerage Fees.

- Additional Commission. If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.
- Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay

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such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

- (a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.
- (b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.
- (c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.
- 17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.
- 18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.
- 20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.
- 21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
- 22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that

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guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

Waivers.

- (a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.
- (b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.
- (c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

- (a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:
- (i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- Lesse's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.
- (b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.
- (c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.
- 26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.
- 27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all

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other remedies at law or in equity.

- 28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
- 29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.
- 30. Subordination; Attornment; Non-Disturbance.
- 30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.
- Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.
- Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.
- 30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.
- Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).
- 32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.
- 33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.
- 34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project

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without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

- 35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.
- 36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

- 37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.
- 37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.
- 38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.
- 39. Options. If Lessee is granted an option, as defined below, then the following provisions shall apply.
- 39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.
- 39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.
- 39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.
 - 39.4 Effect of Default on Options.
- (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.
- (b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).
- (c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof),or (ii) if Lessee commits a Breach of this Lease.
- 40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.
- 41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.
- 42. Performance Under Protest. . If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the

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- 43. Authority; Multiple Parties; Execution.
- (a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.
- (b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.
- (c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.
- 45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.
- 46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.
- 47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.
- 48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

 is is not attached to this Lease.
- 49. Americans with Disabilities Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures. Executed at:Olivehurst, CA Executed at:Rancho Cordova, CA On: By LESSEE: By LESSOR: Brian D. Toepfer, Michael R. Toepfer and Continental - Pacific Lumber Industries Christopher M. Dean, dba: Cali Shine Inc. Distillery Co. Name Printed: Paul Taylor Name Printed: Brian Title: Title: Name Printed:

PAGE 21 OF 22

INITIALS

Title:	Name Printed: Michael R. Toepfer
Address: 11294 Coloma Road, Suite H	Title:
Rancho Cordova, CA 95670	By: W III
Telephone:(916) 852-8503	Name Printed: Christopher M. Dean
Facsimile:()	Address:770 Ramirez Road
Email:	Marysville, CA 95901
Email:	
Federal ID No.	Telephone:(530) 923-1453
	Facsimile:()
	Email: briantoepfer@sbcglobal.net
	Email:
	Federal ID No.

BROKER:	BROKER:
Colliers International	Colliers International
Attn: Bud Applegate	Attn: Bud Applegate
Title: Senior Vice President	Title: Senior Vice President
Address: 301 University Ave., #100	Address:301 University Ave.,#100
Sacramento, CA 95825	Sacramento, CA 95825
Telephone:(916) 563-3003	Telephone: (916) 563-3003
Facsimile:(916) 641-1318	Facsimile:(916) 641-1318
Email:bud.applegate@colliers.com	Email:bud.applegate@colliers.com
Federal ID No.	Federal ID No.
Broker/Agent DRE License #: 00785734	Broker/Agent DRE License #: 00785734

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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INITIALS

ADDENDUM I TO INDUSTRIAL REAL ESTATE LEASE DATED NOVEMBER 1, 2013 BY AND BETWEEN

CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC. AS LESSOR AND

BRIAN D. TOEPFER, MICHAEL R. TOEPFER AND CHRISTOPHER M. DEAN, DBA: CALI SHINE DISTILLERY CO. AS LESSEE

If any portion of the Standard Lease should conflict with the terms of this Addendum I, the terms of this Addendum I shall control.

Defined terms not otherwise defined in this Addendum I shall have the meanings ascribed to such terms in the Standard Lease.

December 1, 2013 thru May 31, 2014

-Install water heater

A. Lessee at his sole cost and expense will:
-Reconnect water and gas to Lessee's space

June 1, 2014 thru May 31, 2015

June 1, 2015 thru May 31, 2016

June 1, 2016 thru May 31, 2017

Tenant Improvements:

Section 50

Section 51

All references to the "Lease" in the Standard Lease or in this Addendum I shall mean, collectively, the Standard Lease as modified by this Addendum I.

-Reconnecting separately metered electricity to 14,000 square feet of building. -Install an ADA bathroom into the 6,000 square foot section of warehouse

0.00 per month

\$1,400.00 per month

\$2,100.00 per month

\$2,800.00 per month

	 -Install HVAC as needed. -Paint outside of building in the firmeighboring building (sides and related to the firmeighboring building (sides and related to the firmeighboring building (sides and related to the firmeighboring to the firmeighboring formeighboring). -Install new efficient lighting in Leen Replace metal siding as needed or linstall signage per code on Front of the firmeighboring. 	n as needed for Lessee's use. or ventilation due to Lessee's use essee's space. In Lessee's 14,000 square feet.
	Lessor will post a "Notice of Non-Responsi	bility".
Section 52	Animals Lessee will be allowed to bring his dog to his	is premise. Lessee will be responsible for any actions of his dog.
Consult Your A	Advisors:	
parties' legal co	(including its exhibits and addenda, if any) has unsel. Broker makes no representation or rec e transaction to which it relates. These are que	s been prepared by Broker for approval by the undersigned respective commendation as to the legal sufficiency or tax consequences of this estions for an attorney or accountant.
THE ABOVE	TERMS ARE ACKNOWLEDGED AND A	GREED TO:
	ntinental-Pacific Lumber Industries, Inc. Paul Taylor County Approval:	Brian D. Toepfer, Michael R. Toepfer and Christopher M. Dean, dba: Cali Shine Distillery Co. By: Brian D. Toepfer By: Wichael R. Toepfer By:
Date:		Christopher M. Dean Date: 15-15
Initials:		Initials:

SALE & LEASE DISCLOSURE NOTICE

COLLIERS INTERNATIONAL

Property: 5216 Arboga Road, Olivehurst, California

<u>Flood Zones.</u> According to Yuba County **Dated: 2/18/11** the Property **may or may not be** located in a flood zone. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas or in a dam inundation zone (California Government Code Section 8589.5). Buyers and tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters. **Flood Zone Designation: Zone <u>X500L</u>**

Earthquakes. Earthquakes occur throughout California. According to Fault Activity Map of California and Adjacent Areas. 1994 [specify source], the Property may or may not be situated in an Earthquake Fault Zone and/or a Seismic Hazard Zone (Sections 2621 et seq. and Sections 2690 et seq. of the California Public Resources Code, respectively). Property development and construction in such zones generally are subject to the findings of a geologic report prepared by a state-registered geologist. Whether or not located in such a zone, all properties in California are subject to earthquake risks and may be subject to a variety of state and local earthquake-related requirements, including retrofit requirements. Among other items, all new and existing water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions, sellers must execute a written certification that the water heaters are so braced, anchored or strapped (California Health and Safety Code Section 19211). Buyers and tenants should have their experts confirm whether the Property is in any earthquake zone and otherwise investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the area or the construction materials used, the Property may have hazardous or undesirable metals (including lead-based paint), minerals (including asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers and tenants and allow for inspections (42 United States Code Sections 4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code Section 25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code Sections 25915 et seq.); buyers/tenants have similar obligations. Have your experts investigate and evaluate these matters.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code Sections 12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code Section 1446 requires buyers to withhold and pay to the IRS 10% of the gross sales price within 10 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds \$100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California or if a financial intermediary is used. Have your experts investigate and evaluate these mattes.

Fires. California Public Resources Codes Sections 4125 et seq. require sellers of real property located within state responsibility areas to advise buyers that the property is located within such a wildland zone, that the state does not have the responsibility to provide fire protection services to any structure within such a zone and that such zones may contain substantial forest/wildland fire risks. Government Code Sections 51178 et seq. require sellers of real property located within certain fire hazard zones to disclose that the property is located in such a zone. Sellers must disclose that a property located in a wildland or fire hazard zone is subject to the fire prevention requirements of Public Resources Code Section 4291 and Government Code Section 51182, respectively. Sellers must make such disclosures if either the sellers have actual knowledge that a property is in such a zone or a map showing the property to be in such a zone has been provided to the county assessor. Properties, whether or not located in such a zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

<u>Broker Representation</u>. Colliers International is a national brokerage firm representing a variety of clients. Depending on the circumstances, Colliers International may represent both the seller/landlord and the buyer/tenant in a transaction, or you may be

Initials: DOV

ADDENDUM II TO INDUSTRIAL REAL ESTATE LEASE DATED NOVEMBER 1, 2013 BY AND BETWEEN

CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC. AS LESSOR AND

BRIAN D. TOEPFER, MICHAEL R. TOEPFER AND CHRISTOPHER M. DEAN, DBA: CALI SHINE DISTILLERY CO. AS LESSEE

If any portion of the Standard Lease should conflict with the terms of this Addendum II, the terms of this Addendum II shall control.

Defined terms not otherwise defined in this Addendum II shall have the meanings ascribed to such terms in the Standard Lease.

All references to the "Lease" in the Standard Lease or in this Addendum II shall mean, collectively, the Standard Lease as modified by this Addendum II.

Section 52: Sublease Clarification:

It is understood by lessee that he is a sub lessee to CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC lease with Yuba County and is subject to the same terms and conditions of the original lease.

Within CONTINENTAL-PACIFIC LUMBER INDUSTRIES, INC. lease it is started they must request from the County and receive prior approve for any assignment or Subleasing they do, consequently Cali Shine must also request prior approval from the county if they plan to sublease or assign their Sub lease per their Section 12.

Per paragraph 32 of the sublease giving the Lessor the right of access will also apply to the property owner (Yuba County).

Initials:

Consult Your Advisors:

Initials: 1107

This document (including its exhibits and addenda, if any) has been prepared by Broker for approval by the undersigned respective parties' legal counsel. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for an attorney or accountant.

THE ABOVE TERMS ARE ACKNOWLEDGED AND AGREED TO:

LESSOR: Continental-Pacific Lumber Industries, Inc.	LESSEE: Brian D. Toepfer, Michael R. Toepfer and Christopher M. Dean, dba: Cali Shine Distillery Co.
By: Market / Replace Paul Taylor	Brian D. Toepfer
	By: Michael R. Toepfer
	By: Christopher M. Dean
Date: Feb 17, 2014	Date: <u> </u>





The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



BUILDING 749-5440 • Fax749-5616

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

HOUSING & COMMUNITY SERVICES

PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

To:

Land Use and Public Works Committee

From:

Kevin Mallen, CDSA Director

Date:

March 25, 2014

Subject:

Deferral and Waiver of Certain Impact Fees

Recommendation:

Consider the attached Ordinance amending Chapter 13.80, Deferral and Waiver of Certain Impact Fees to extend expiration from June 30, 2014 to June 30, 2016.

Background/Discussion:

In August of 2008 the Board adopted Chapter 13.80, Deferral of Certain Impact Fees (see attached copy of Chapter 13.80) in response to the sudden reduction in building permits. The intent of the deferral is to encourage continued development of new residential and nonresidential buildings by deferring certain impact fees that were previously required to be paid at issuance of a building permit. This Chapter does not address the rates or areas of applicability of impact fees, just the timing of payment.

For single family residential permits the deferral requires the payment of fees prior to final inspection and for multifamily residential and nonresidential more flexibility was given with the payment being allowed on a pro rate share based on the portion of the development requesting final inspection.

In May of 2010 the Board adopted an amendment to the Ordinance extending the expiration date to June 30, 2012. In May of 2012 the Board adopted an amendment extending the expiration date to June 30, 2014 as well as adding the waiver of the Advance Funding Charge (AFC) portion of the PLSP/NASA Road Improvement Fee.

The Fee Deferral Ordinance continues to be a valuable economic tool for the County and staff is recommending the Ordinance be extended for an additional 2 years.

Fiscal Impact:

None.

Attachments:

Ordinance amendment to Chapter 13.80

ORDINANCE	NO
AN ORDINANCE AMENDING ADDRESSING DEFERRAL AND WAIVER	
	ing of three (3) sections was duly and regularly s of the County of Yuba, State of California, at a ld on day of,
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Chairman of the Board of Supervisors of the County of Yuba, State of California
ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors	
Ву:	APPROVED AS TO FORM ANGIL MORRIS-JONES: By:

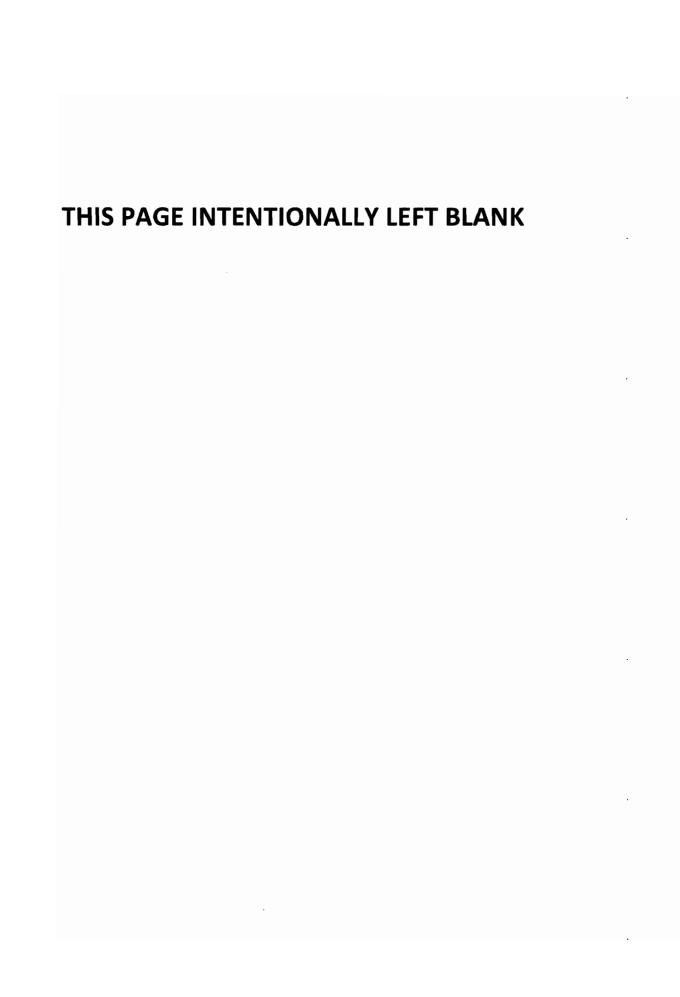
THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 13.80.070 of Chapter 13.80 of Title XIII of the Yuba County Ordinance Code is hereby amended to read as follows:

13.80.070 EXPIRATION. This Chapter shall remain in effect until June 30, 2016, and as of that date is repealed unless sooner extended or reenacted. All building permits applied for or issued while this Chapter is in effect will be allowed deferral of fees in accordance with this Chapter even if the deferral of payment extends beyond the date this Chapter is repealed.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



BUILDING 749-5440 • Fax749-5616

CODE ENFORCEMENT 749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

HOUSING & COMMUNITY SERVICES 749-5460 • Fax 749-5464

> PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

To: Land Use and Public Works Committee

From: Kevin Mallen, CDSA Director

Date: March 25, 2014

Subject: Updating CDSA Fees for Services

Recommendation:

Consider the attached ordinance repealing and reenacting as amended Chapter 13.20 of the Yuba County Consolidated Fee Ordinance Code relating to Community Development & Services Agency (CDSA) Fees for Services to become operative on July 1, 2014.

Background:

As a subdivision of the State, Yuba County is responsible to provide services based on the State's mandated requirements. In regards to land use based services provided by the County through CDSA, the myriad of State requirements involved range from the State's required building, food, water, and waste codes, to the California Environmental Quality Act (CEQA), to the Subdivision Map Act. The two primary revenue categories available to the County for offsetting cost of services are taxes (property, sales, etc.) and fees (direct charge for a specific service). While the State may mandate the services each County is required to provide, each County is able to determine for itself how to best distribute tax revenue to offset cost of services and what fees are needed to cover the remainder of their service costs. Services that are generally considered a benefit to the public as a whole, have greater discretion for use of taxes versus services that benefit an individual or organization where a fee is considered appropriate.

Due to the enormous regulatory complexity placed on land use through these State mandates, an enormous amount of education is needed for staff to administer these regulatory requirements as well as to educate the public as to their obligations in meeting them. So even though something such as a building permit would appear as though it would just benefit the individual obtaining the permit, more than likely the reasons why the requirements of the building permit exist are to protect the general public as a whole. Explaining regulatory requirements, to the person obtaining a particular permit as well as to the general public interested in how the requirements affect the public as a whole, are an important part of the services provided by CDSA.

For Yuba County, the balance of covering the costs of services through tax revenues versus having to charge fees for services has been a constant struggle of trying to keep the combined tax and fee burden as low as possible for our residents while also providing the services required. While Yuba County has costs to provide services that are comparable to our neighboring counties, Yuba's per capita/household

generation of taxes (property, sales, etc.) is lower due to a variety of factors, thus forcing a difficult decision as to how best distribute the limited discretionary funds (General Funds) generated by taxes. For this reason, the Board has directed CDSA to be as diligent as possible in collecting fees to cover the cost to provide services in order to reduce the amount of General Funds needed. This has resulted in the County's General Fund covering just over 10% of the costs for CDSA services excluding operation and maintenance of the County's roads. In other words, approximately 90% of land use related service revenues and nearly 100% of road operation and maintenance revenues come from fees and grants, and not from the County's General Fund.

Discussion:

In preparation for Fiscal Year 2013/14, a comprehensive update of the service fees in CDSA was completed. The result was an entirely new schedule of fees, based primarily off of estimated number of hours to complete various tasks multiplied by the calculated hourly rate.

The new services fee schedule has been in effect for nearly one year now, and a few points of refinement are being recommended as well as a new hourly rate. A summary of the highlights are as follows:

- Provide a grace period and reduce the penalties for late payments.
- Consolidate the Technology, Code Update, and Code Enforcement Fees into one surcharge.
- Significantly reduce the tenant improvement fees for small businesses.
- Further consolidate and clarify fees in Building and Planning.
- Address roof and ground mount solar separately.
- Create a reduced fee for smaller grading permits.
- Revise the hourly rates from \$138 to \$147.
- Include park fees in the ordinance instead of by reference of a resolution and adjust the individual campsite fee from \$20/night to \$25/night.

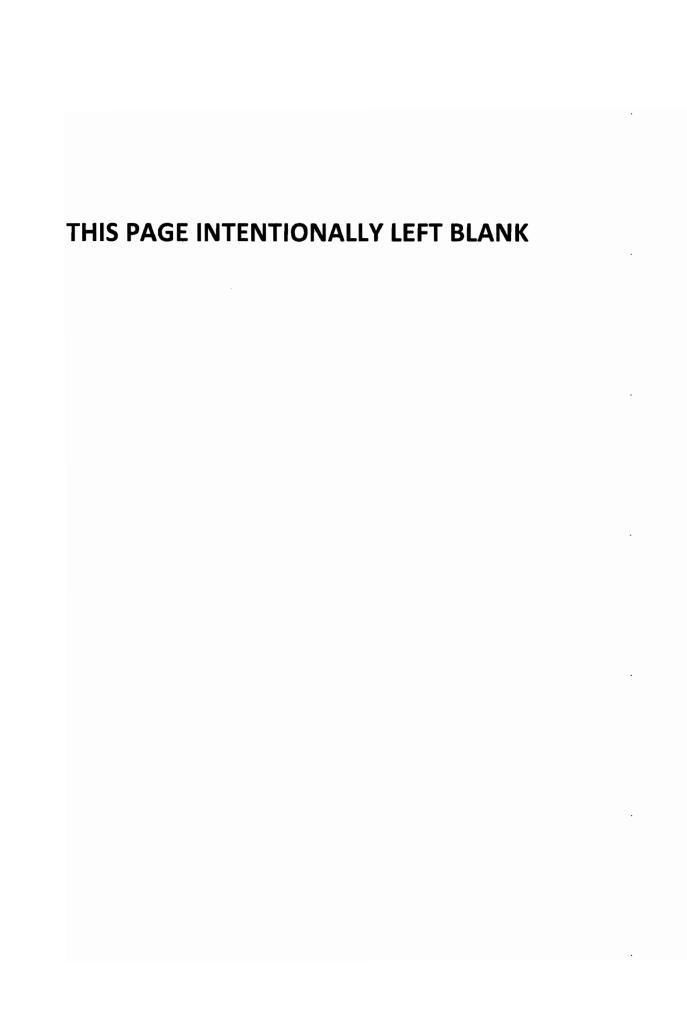
Fiscal Impact:

In order to balance operating costs, billable hours, and General Fund reimbursements, the fee schedules in Chapter 13.20 need to be updated to reflect current conditions in order to cover current costs. Failure to do so will result in inadequate funds from service fees to cover services requested for Fiscal Year 2014/15.

Attachments:

- Comparison of current Chapter 13.20 to proposed Chapter 13.20
- Ordinance repealing and reenacting as amended Chapter 13.20

ORDINANCE NO.		
AN ORDINANCE REPEALING AND RE- YUBA COUNTY CONSOLIDATED FEE ORDINA	ENACTING AS AMENDED CHAPTER 13.20 OF THE	
_	sting of three (3) sections was duly and regularly ors of the County of Yuba, State of California, at a neld on day of	
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
	Chairman of the Board of Supervisors of the County of Yuba, State of California	
ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors		
Ву:		
	APPROVED AS TO FORM ANGIL MORRIS-JONES: By:	



Comparison of Current CDSA Fees to CDSA Fees Proposed for Fiscal Year 2014/15

Community Development & Services Agency General Fees - Code Section 13.20.100

NAME OF FEE	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Standard Page Sizes (8-1/2"x11" - 14") B&W	\$0.25/per sheet	\$0.25/per sheet
Standard Page Sizes (8-1/2"x11" - 14") Color	\$1.00/per sheet	\$1.00/per sheet
Page Sizes (11"x17") B&W	\$0.50/per sheet	\$0.50/per sheet
Page Sizes (11"x17") Color	\$2.00/per sheet	\$2.00/per sheet
Page Sizes (18"x24")	\$5.00/sheet	\$5.00/sheet
Page Sizes (24"x36") and larger	\$10.00/sheet	\$10.00/sheet
Reproduction Not Done in Office	Actual Cost	Actual Cost
Audio Provided on CD	\$15.00	\$15.00
Electronic Data Request (existing data provided via email, add \$10 to place on CD)	\$2.00 per attachment	\$2.00 per attachment
County Counsel or Special Counsel Fees	Actual Cost	Actual Cost
Recording Processing Fee	\$69.00	\$73.50
(Does not incl. costs to create document nor Recorder's Fees)		
CDSA Support & Technology Surcharge (excludes outside fees & impact fees)		6% on all fees
		collected by CDSA
Technology / General Plan & Code Update Fee	3% on all fees	
Excludes impact fees	collected by CDSA	
Code Enforcement Support Fee	2% on all fees	
— Excludes impact fees	collected by CDSA	
	0	
Returned Check Fee	\$35.00	\$35.00
Cash Deposit - Temporary Use	\$1,000.00	\$1,000.00
Cash Deposit - Deferred Improvements	Deposit corresponds	Deposit corresponds
	w/ value of imp.	w/ value of imp.
Processing Refund of Cash Deposit Fee (whichever is greater)	\$138 or 10% of Deposit	\$147 or 10% of Deposit
Deferred Improvement Agreement (single family residential)	\$276.00	\$294.00
Deferred Improvement Agreement (all other uses)	\$552.00	\$588.00
Unverified Complaint Response Fee	Hourly Rate by Division	Hourly Rate by Division
(charged upon 2nd time of unverified complaint from same person)		
Appeal of Determinations to Board of Supervisors (moved from Planning)	\$50 Clerk of the Board \$500 Planning	\$50 Clerk of the Board \$588 to CDSA
For CDSA permits required to correct work performed or		
operations that occurred subsequent to notification by		
CDSA of the violation, the permit fees shall be twice the		
standard rate. Repeat violators or violations shall be		
three times the standard rate and no prior notification		
is required.		
Annual Permits 2 Payment Option:		
Must notify County in advance of due date and pay at least half of fee	Fee + 10%	Fee + 10%
prior to due date and remainder within 6 months of due date, total fee		

Community Development & Services Agency General Fees - Code Section 13.20.100

NAME OF FEE	BEGINNING July 1, 2013	BEGINNING July 1, 2014
will be increased by 10% with 2 Payment Option.		
Penalties for Late Payment:		
25% if paid 1-30 days past due		
- 50% 25% if paid 31-60 5-30 days past due		
Beyond 60 30 days, 100% 50% plus enforcement costs.		
For returned checks, due date is date of original payment.		
Request for Waiver of Penalties:		
Written request must be presented to the CDSA Director for consideration		
within 30 days for penalty being assessed. Consideration		
will be given to amount of penalty and option to allow a		
structured repayment plan with interest on past due amount		
assessed at rate of 1.5% per month.		
Permit applications withdrawn, by the applicant or by staff		
due to inactivity, will have 30 days for the Applicant to request in		
writing a refund of the unused portion of the permit fees/deposits,		
less a 10% processing fee, or they will be forfeited.		
No refunds will be issued once a project has been set for hearing.		
Refunds for Building fees shall be per Section 13.20.200.		
All other service requests not specifically identifed in the		
fee schedule shall be charged at the applicable Division's hourly rate.		
All reproduction requests less than \$1 in value may be waived due		
to processing cost exceeding value of service.		
In the event of the failure of the owner of a development		
project to pay in full a fee or fees payable under Chapter		
13.20, County may place and record a lien upon subject		
property in the amount of the unpaid fees. (Ord. No. 1459a)		
Enforcement actions resulting in collection/storage of	Actual Cost	Actual Cost
materials or equipment.		

Attachment "A" Page 2 of 2

Building - Code Section 13.20.200

NAME OF FEE	UNIT	BEGINNING July 1, 2013	BEGINNING July 1, 2014
HAME OF 1 EE	- Oltit	ouly 1, 2010	uij tjillett
Processing/Intake Fee (Applies to all permits unless noted)	each	\$103.50	\$110.25
Processing/intake Fee (Applies to all permits diffess noted)	eacii	Ψ100.00	Ψ110.25
Recorded Document Preparation	each		\$147.00
Deferred Submittal	each		\$147.00
Application Renwal	each		\$147.00
Manufactured Home, Soft Set Permit	each	\$414.00	, , , , , , , , , , , , , , , , , , , ,
Manufactured Home/Comm. Coach, Utility-Hook Ups	each	\$241.50	
Manufactured Home/Commerical Coach (Utility Hook Up included)	each	<u> </u>	\$1,029.00
Manufactured Home, Foundation Retrofit	each	\$345.00	\$367.50
Temporary Trailer (Elec Hook Up included)	each		\$441.00
Temporary Construction Trailer	each	\$276.00	
Temporary Sales Trailer	each	\$55 2.00	
Temporary Travel Trailer	each	\$276.00	
		,	
Prefabricated/Prebuilt Accessory Structure up to 400 s.f.	up to 400 s.f.	\$276.00	\$294.00
No Services/Utilities (Residential and Ag)			
Awning, Patio Cover, Carport, Decks, etc.	up to 300 s.f.	\$276.00	\$294.00
Each additional 100 sq. ft.	ea add'l 100 s.f.	\$69.00	\$73.50
Residential Remodel - up to 300 sq. ft.	up to 300 s.f.	\$345.00	\$367.50
Each additional 100 sq. ft.	each 100 s.f.	\$103.50	\$110.25
Residential Rehabilitation/Repair	up to 50 l.f.	\$207.00	\$220.50
(dry rot, siding, etc., each discipline)			
Each additional 50 l.f.	ea add'l 50 l.f.	\$34.50	\$36.75
Non-Residential Alteration/Repair	hourly	\$276.00	
(work not otherwise identified, one discipline, 2 hr. min.)			
Non-Residential Repair/Small TI - PC not included, up to 200 sq. ft.	each		\$294.00
Non-Residential Repair/Small TI - PC not included, 201 to 500 sq. ft.	each		\$588.00
Re-roof (roofing material only) First 10 Squares	first 10 squares	\$138.00	\$147.00
Additional 10 squares	ea add'l 10 squ	\$69.00	\$73.50
Re-roof (roof material and sheathing) First 10 Squares	first 10 squares	\$207.00	\$220.50
Additional 10 squares	ea add'l 10 squ	\$69.00	\$73.50
Roof Structure Replacement (includes Re-roof w/ sheathing)	up to 500 s.f.	\$345.00	\$367.50
Each additional 100 sq. ft.	each 100 s.f.	\$69.00	\$73.50
Window or Sliding Glass Door - Replacement/Retrofit	first 10	\$138.00	\$147.00
Each additional after 10 Windows	each add'l	\$13.80	\$14.70
Fireplace			
Masonry	each	\$379.50	\$404.25
Pre-Fabricated/Metal/Factory Made	each	\$207.00	\$220.50
Mechanical Apparatus Replacement	each		\$73.50
Residential HVAC (complete system incl. furnace, a/c	each	\$103.50	\$110.25
unit and duct work)			
Residential HVAC (furnace and/or a/c unit only and-	each	\$69.00	
no duct work)			
Non-Residential HVAC Repair, 1 hr. minimum	hourly	\$138.00	\$147.00
Type I or Type II Commercial Kitchen Hood	each	\$69.00	\$73.50
Plumbing Apparatus Replacement	each		\$73.50
Waste Grease Trap and/or Interceptor	each	\$34.50	\$36.75

Building - Code Section 13.20.200

NAME OF FEE	UNIT	BEGINNING July 1, 2013	BEGINNING July 1, 2014
including its trap and vent.			
nstallation, alteration, or repair of water piping	each	\$34.50	\$36.75
and/or water treating equipment		70	
Gas Piping (per outlet)	each	\$34.50	
sacriping (per odder)		40 11100	
Electrical Apparatus Replacement	each		\$73.50
Temperary electrical system for construction/temp trailer	each	\$34.50	,
Services/sub panels up to 200 amperes in rating	each	\$34.50	\$36.75
Services/sub panels 200 to 1000 amperes in rating	each	\$69.00	\$73.50
Services/sub panels over 1000 amperes in rating	each	\$138.00	\$147.00
Motors up to 1-h.p. , 1/4 hr. minimum	each hourly	\$34.50	\$36.75
Motors over 1 h.p.	each	\$ 103.50	
Total of the first		-	
Residential Apparatus Water Heater Replacement (no process fee)	each	\$69.00	\$73.50
Reconnect Gas and/or Elec. Service (no processing fee)	each	\$69.00	\$73.50
The state of the s	333,1	<u> </u>	4.5100
Photovoltaic and/or solar system (Residential)	each	\$ 207.00	
Photovoltaic and/or solar system (Non-Residential) 2 hr. min.	hourly	\$276.00	
Photovoltaic/Solar, Roof Mount (Residential)	each	ΨΕΙ Ο.ΟΟ	\$220.50
Photovoltaic/Solar, Ground Mount (Residential)	each		\$441.00
Photovoltaic/Solar, Roof Mount (Non-Residential)	each		\$735.00
Photovoltaic/Solar, Ground Mount (Non Residential)	each		\$1,176.00
Antenna/Cell Tower/Windmill - new	each	\$552.00	\$588.00
		\$276.00	\$294.00
Antenna/Cell Tower/Windmill - replacement/add. apparatus	each	\$270.00	\$257.25
Signs (no electric)	each		\$294.00
Signs (with electric)	each	\$276.00	
Each additional sign on same permit (all types)	each	\$69.00	\$73.50
Spa or Hot Tub (Pre-fabricated- Above Ground)	each	\$138.00	\$147.00
Swimming Pool/Spa Complete (up to 800 sf)	Caon	ψ100.00	Ψ1-17:00
Vinyl-lined	each	\$276.00	\$294.00
Fiberglass	each	\$310.50	\$330.75
Gunite	each	\$586.50	\$624.75
Public pool	each	\$759.00	\$882.00
Each Additional 100 s.f. (all)	each 100 s.f.	\$69.00	
Edon Additional 100 6.1. (all)	 	Ψοσ:σσ	
Tank - Above Ground	each	\$379.50	\$404.25
Tank - Above Ground Tank - Below Ground	each	\$483.00	\$514.50
Tank - Delow Ground	Cacii	Ψ-του.ου	ΨΟ (7.00
Fence (non masonry) greater than 6 7 feet in height	up to 100 l.f.	\$207.00	\$220.50
Each additional 100 l.f.	ea add'l 100 l.f.	\$69.00	\$73.50
	up to 50 l.f.	\$345.00	\$367.50
Fence (masonry) / Retaining Wall (all types)	ea add'l 50 l.f.	\$69.00	\$73.50
Each additional 50 l.f.	ea auu 1 50 1.1.	φυσ.υυ	Ψ10.00
Grading Review associated with a building permit, Building inspects	each	\$138.00	\$147.00
(when less than 1 acre, no more than 2' fill/cut and 50 cubic yards)		- 	<u> </u>
SWPPP Fee for Grading Permit-	each	\$ 69.00	
5711 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u> </u>	400.00	-
Change of Ownership/ Occupancy Permit	each	\$241.50	\$220.50

Building - Code Section 13.20.200

NAME OF FEE	UNIT	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Change of Tenant	each		\$294.00
Occupancy Permit	each		\$294.00
Demolition/Removal	each	\$276.00	\$294.00
Duplicate/Replacement Job Card (no processing fee)	each	\$34.50	\$36.75
Fire Sprinkler Processing Fee	each	\$138.00	\$147.00
Fire Sprinkler Inspection (residential)	each	\$207.00	\$220.50
Fire Sprinkler Inspection (non-residential), 2 hr. min.	hourly	\$276.00	\$294.00
Fire Sprinkler Plan Check (sent to outside consultant)	each	Actual Cost	Actual Cost
Residential Fire Safe Inspections (pre & post construction)	each	\$276.00	\$294.00
			_
Residential-Plan Check, 1 hr. minimum	hourly	\$138.00	\$147.00
Non-Residential Plan Check, 2 hr. minimum	hourly	\$276.00	
When activity necessitates plan check (excludes base for new			
const.), number of hours will be estimated at time of permit			
- application, tracked and then balance resolved (add't payment or			
- credit towards inspection) prior to permit issuance.			
Plan Change Concurrent w/Plan Check , 1 hr. minimum	hourly	\$138.00	\$147.00
Plan Change Post Plan Check (1/2 cost of current new P.C.)	each	1/2 New P.C.	
Third Party Plan Check (outside plan check)	each	Actual Cost	Actual Cost
Decidential Insuration 4 has minimum		0400 00	
Residential Inspection, 1 hr. minimum	hourly	\$138.00	<u>\$14</u> 7. <u>00</u>
Non-Residential Inspection, 2 hr. minimum When activity is not listed, number of hours will be	hourly	\$276.00	
estimated at time of permit issuance, tracked and			
then balance resolved (add'l payment or refund) prior to			
permit closeout.			
Business License Inspection Fee (no processing fee)	each	\$69.00	\$73.50
Inspection, outside business hours, 2 hr. minimum	hourly	\$276.00	\$294.00
Alternate Methods & Materials Review	each	\$276.00	\$294.00
Land Use Entitlement Review	each	\$69.00	\$73.50
Building Standards Commission Fee (BSC)			
Strong Motion Instrument Program (SMIP)			
BSC & SMIP Fees are State imposed fees, and are collected as set forth by Resolution			
as set lotti by Resolution			
Stop Work Notice	each	2 Times Permit	1 Times Permit
Re-Inspection Residential	each	\$207.00	\$220.50
Re-Inspection Non-Residential	each	\$345.00	\$367.50
Permit Renewal (4/2 50% cost of current new permit)	each	1/2 New Permit	50% Permit
Permit Reinstatement (Full cost of current new permit, < 5 yrs old)	each	Same as New Permit	100% Permit
		Carrio ao How i Cirriit	
* Except as otherwise specified, all services in this Section			
which are charged at an hourly rate are 1 hour minimum and			
charged in half hour increments thereafter.			
Building Department Hourly Rate	hourly	\$138.00	\$147.00

Building - Code Section 13.20.200

NAME OF FEE	ÜNIT	BEGINNING July 1, 2013	BEGINNING July 1, 2014
** Expiration of Plan-Review. Applications for which no permit is-			
issued-180 days following the date of plan-check completion shall expire			
by limitation, and plans and other data submitted for review may			
thereafter be returned to the applicant or destroyed by the Building			
Official. The Building Official may extend the time for action by the			
applicant for a period not exceeding 180 days on request by the			
applicant showing "circumstances beyond the control of the applicant"			
have prevented action from being taken. No application shall be			
extended more than once. In order to renew action on an application			
after expiration, the applicant shall resubmit plans and pay a new plan-	_		
check review fee.			
FEE REFUNDS: The Building Official may authorize full refunding of any fee paid hereund	ler which		
was erroneously paid or collected. The Building Official may authorize refunding of not mo			
fee paid when no work has been done under the permit issued in accordance with this cod		-	
authorize refunding of not more than 80 percent of the plan review fee paid when an applic			
plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.			
authorize refunding of any fee paid except on written application filed by the original permit			
the date of fee payment.			

Building - Code Section 13.20.200

Sublimital of Safric Issue, and Std inspectable of Safric Item State of Aranges of a per front basis at Dept. Houry rate.	alian oc charged on	BEGINNING	and discount		BEGINNING	
		July 1, 2013			July 1, 2014	
NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	PLAN CHECK	INSPECTION	TOTAL	PLAN CHECK	INSPECTION	TOTAL
A - Complete incl. MP&E*						
Base Rate (up to 1,000 sq. ft.)	\$1,794.00	\$3,036.00	\$4,830.00	\$1,911.00	\$3,234.00	\$5,145.00
10 000 sq. ft.	\$3 036 00	\$4 692 00	\$7 728 00	\$3 234 00	\$ 19.00	\$8 232 00
Per 100 sq. ft. over 10,000	\$6.90	\$9.20	\$16.10	\$7.35	\$9.80	\$17.15
A - Tite Base Date (in to 1 000 so #)	&550 DO	61 380 00	£1 032 00			
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$9.20	\$15.33			
Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$9.28	\$18.57	\$27.85
10,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00	\$1,176.00	\$2,352.00	\$3,528.00
Per 100 sq. ft. over 10,000	\$3.07	\$4.60	\$7.67	\$3.09	\$4.64	\$7.74
B - Complete Incl. MP&E*	94 101 00	20 070	90 404	20,100	00 001 00	0 007 30
Base Kate (up to 1,000 sq. π.)	\$1,794.00	\$3,312.00	\$5,106.00	\$1,911.00	\$3,528.00	\$5,439.00
Per 100 sq. π. (1,001 to 9,999 sq. π.)	\$13.80	\$18.40	\$32.20	\$14.70	\$19.60	\$34.30
Dec 100 ear # Over 10 000	45.000.00	84,300.00	\$0,004.00	33,234,00	95,282.00	\$6,326.00
B. Ti**		65.50	2	25.78	00.64	01.716
Base Rate (up to 1,000 sq. ft.)	00.069\$	\$2 208 00	\$2,898,00			
Per 100 se ft (1,001 to 9,999 sq. ft.)	\$6.13	\$3.07	\$9.20			
Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$10.83	\$21.66	\$32.49
10,000 sq. ft.	\$1,242.00	\$2,484.00	\$3,726.00	\$1,323.00	\$2,646.00	\$3,969.00
Per 100 sq. ft. over 10,000	\$3.07	\$1.53	\$4.60	\$3.61	\$2.17	\$5.78
E - Complete incl. MP&E*						
Base Rate (up to 1,000 sq. ft.)	\$2,208.00	\$3,588.00	\$5,796.00	\$2,352.00	\$3,822.00	\$6,174.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$12.27	\$21.47	\$33.73	\$13.07	\$22.87	\$35.93
10,000 sq. ft.	\$3,312.00	\$5,520.00	\$8,832.00	\$3,528.00	\$5,880.00	\$9,408.00
Per 100 sq. ft. over 10,000	\$6.13	\$10.73	\$16.87	\$6.53	\$11.43	\$17.97
	00000	00 073 74	20,00			
Base Kate (up to 1,000 eq. 11.)	\$966.00	\$1,518.00	\$2,484.00			
Dan Date (500 cm #)	\$0.13	312.27	916.40	600400	0000	0000
Der 100 en # (501 to 9 99 en #)				613.03	\$386.00 €23.24	\$302.00
10,000 sor ft	\$1,518.00	\$2 622 00	\$4 140 00	\$1 617 DO	\$2 703 00	41.15
Per 100 sq. ft. over 10,000	\$3.07	\$6.13	\$9.20	\$4.64	\$5.80	\$10.44
· Complete incl. MP&E◆						
Base Rate (up to 1,000 sq. ft.)	\$2,208.00	\$4,416.00	\$6,624.00	\$2,352.00	\$4,704.00	\$7,056.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$12.27	\$9.20	\$21.47	\$13.07	\$9.80	\$22.87
10,000 sq. ft.	\$3,312.00	\$5,244.00	\$8,556.00	\$3,528.00	\$5,586.00	\$9,114.00
Per 100 sq. ft. over 10,000	\$6.13	\$4.60	\$10.73	\$6.53	\$4.90	\$11.43
F - T **	30,00	00000	00000			
Der 100 en # 71 001 to 9 999 en # 1	\$1,104.00	\$1,932.00	\$3,035,00			
Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$17.02	\$26.31	\$43.33
10,000 sq. ft.	\$1,794.00	\$2,898.00	\$4,692.00	\$1,911.00	\$3,087.00	\$4,998.00
Per 100 sq. ft. over 10,000	\$3.83	\$5.37	\$9.20	\$4.26	\$5.26	\$9.52
H - Complete incl. MP&E*						
Base Rate (up to 1,000 sq. ft.)	\$2,898.00	\$3,864.00	\$6,762.00	\$3,087.00	\$4,116.00	\$7,203.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.80	\$19.93	\$33.73	\$14.70	\$21.23	\$35.93
10 000 80 11						

Building - Code Section 13.20.200

Hard Construction Perlaints	SUDMITTED OF SAME ISSUE, AND JOURNSPECTION OF SAME INCHI SHALL DE CHARGE UN A PET INCHI DASS, ALL DEPT. INCHIN TARE. BEGINNING	in stall be charged on	BEGINNING	apt. nouny rate.		BEGINNING	
Color	NEW CONSTRUCTION PERMITS		July 1, 2013			July 1, 2014	
\$1,000 \$1,000 \$1,000 \$2,000 \$		PLAN CHECK	INSPECTION	TOTAL	PLAN CHECK	INSPECTION	TOTAL
State Stat	H - Ti** Base Date (in to 1,000 so. #1)	\$1 656 00	\$1 932 00	\$3.588.00			
State Stat	Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$9.20	\$13.80	\$23.00			
Columb	Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$24.76	\$29.40	\$54.16
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	10,000 sq. ft.	\$2,484.00	\$3,174.00	\$5,658.00	\$2,646.00	\$3,381.00	\$6,027.00
\$210,000	Per 100 sq. π. over 10,000	44.00	\$0.50	00:10	Co. to	66.79	912.30
998 aq. ft.) \$21.47 \$21.47 \$22.87 \$22.87 \$22.87 10.73 \$10.73 \$11.40 \$27.86 \$27.86 \$27.86 11.40 \$1.516.00 \$1.620.00 \$2.460.00 \$2.287.00 \$2.286 11.41 \$1.516.00 \$1.227 \$1.993 \$224.00 \$2.286 11.42 \$1.516.00 \$1.227 \$1.993 \$2.240 \$2.286 11.42 \$1.516.00 \$1.227 \$1.993 \$2.240 \$2.286 11.42 \$1.516.00 \$1.227 \$1.993 \$2.240 \$2.286 11.42 \$1.240 \$1.227 \$1.993 \$2.240 \$2.286 11.42 \$1.240 \$1.227 \$1.993 \$2.240 \$2.286 11.50 \$2.286.00 \$1.286.00 \$1.240 \$1.240 \$1.240 11.50 \$2.286.00 \$1.286.00 \$1.286.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00 \$1.246.00	Base Bate (in to 1 000 or #)	\$3 036 00	\$4 140 00	\$7,176.00	\$3 234 00	\$4.410.00	\$7,644,00
\$10.73 \$10.70 \$11.00 \$12.20 \$11.40 \$	Day 100 ca # (1 001 to 900 ca #)	\$21.47	47 147	\$42.93	\$22.87	\$22.87	\$45 73
\$10.73 \$10.73 \$10.73 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.43 \$11.61 \$11.61 \$11.62 \$	10,000 sq. ft.	\$4.968.00	\$6,072.00	\$11,040.00	\$5,292.00	\$6,468.00	\$11,760.00
State	Per 100 sq. ft. over 10,000	\$10.73	\$10.73	\$21.47	\$11.43	\$11.43	\$22.87
State	M - TI**						
State Stat	- Bace Rate (up to 1,000 sq. ft.)	\$1,518.00	\$1,932.00	\$3,450.00			
1,	- Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$7.67	\$12.27	\$19.93			
September St. 206.00 St. 244.00 St. 2524.00 St. 2525.00 St.	Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
1.5 1.5	Per 100 sq. ft. (501 to 9,999 sq. ft.)	00 000	00 000 00	95 244 00	\$21.66	\$27.85	349.52
\$2.03 \$2.04 \$2.05 \$2.0	10,000 sq. rt.	\$2,208.00	33,035,00	\$5,244.00	32,332.00	\$3,234.00	\$2,586.00
Columbric Colu	Per 100 sq. rt. over 10,000	93.83	\$0.13	48.84	95.0	\$0.90	\$10.57
1,	R-1 - Complete incl. MP&E-	42 BOB OO	67 03B 00	60 036 00	\$3 087 00	67 407 00	20 KRA 019
(a) \$1,592.00 \$16,590.00 \$12,340.00	Der 100 cm ft (1 001 to 9 999 cm ft)	\$23.00	\$50.60	\$73.60	\$24.50	\$53.90	\$78.40
\$11.50 \$25.30 \$36.80 \$22.05 \$	10.000 sa. ft.	\$4,968.00	\$11,592.00	\$16,560.00	\$5,292.00	\$12,348.00	\$17,640.00
ed) \$414.00 \$7,039.00 \$7,452.00 \$441.00 \$7,497.00 9.99 sq. ft.) \$0.00 \$50.60 \$60.60 \$0.00 \$53.30 9.99 sq. ft.) \$0.00 \$1,592.00 \$12,006.00 \$441.00 \$12,348.00 9.99 sq. ft.) \$1,656.00 \$1,532.00 \$25.30 \$22.05 \$22.05 1.84.) \$1,656.00 \$1,932.00 \$3,588.00 \$22.00 \$22.05 9.96 sq. ft.) \$1,227 \$21.47 \$224.76 \$22.88 \$22.88 9.95 sq. ft.) \$1,006.00 \$3,006.00 \$1,077 \$2,24.76 \$22.88 \$22.40 \$22.88 \$22.00 \$22.24.76 \$22.88 \$22.44 \$22.06 \$22.24 \$22.06	. over 10,	\$11.50	\$25.30	\$36.80	\$22.05	\$22.05	\$44.10
(-II) \$414,00 \$7,038,00 \$57,482,00 \$441,00 \$7,487,00 999 \$q, ft.) \$0,00 \$150,00 \$12,048,00 \$52,390 \$53,390 999 \$q, ft.) \$414,00 \$11,592,00 \$12,000 \$22,05 \$22,05 998 \$q, ft.) \$1,656,00 \$1,332,00 \$3,588,00 \$22,40 \$22,05 998 \$q, ft.) \$2,486,00 \$1,227 \$21,47 \$224,00 \$2,286,00 998 \$q, ft.) \$2,486,00 \$1,932,00 \$2,147 \$22,46 \$2,234,00 998 \$q, ft.) \$2,486,00 \$1,932,00 \$2,147 \$22,46 \$2,186 998 \$q, ft.) \$1,794,00 \$1,932,00 \$1,911,00 \$1,02,90 \$1,83 \$1,794,00 \$1,932,00 \$1,911,00 \$2,058,00 \$1,84 \$2,706,00 \$1,932,00 \$2,306,00 \$2,206 \$2,058,00 \$1,00 \$1,00 \$1,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00 \$2,00	R-1 - Production (Mstr Planned)						
999 sq. ft.) \$50.00 \$150.00 \$150.00 \$441.00 \$12.348.00 \$1.000 \$1.000.00 \$1.0	Base Rate (up to 1,000 sq. ft.)	\$414.00	\$7,038.00	\$7,452.00	\$441.00	\$7,497.00	\$7,938.00
\$1,000 \$1,000 \$1,0000 \$1,000000 \$1,00000 \$1,00000 \$1,00000 \$1,00000 \$1,00000 \$1,00000 \$1,00000 \$1	Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$0.00	\$50.60	\$50.50	\$0.00	\$33.90	\$53.90
Section Sect	10,000 sq. ft.	\$414.00	00.28C,11¢	\$12,000.00	2000	\$12,348.UU	\$12,709.00
-H-100 \$1,656.00 \$1,932.00 \$3,589.00 \$21.47 \$294.00 \$568.00 99 sq. ft.) \$2,484.00 \$1,327 \$21.47 \$224.00 \$5680.00 99 sq. ft.) \$2,484.00 \$3,036.00 \$5,520.00 \$2,646.00 \$3,234.00 0 \$4,60 \$6,13 \$10,73 \$22.46 \$27.85 0 \$4,60 \$6,13 \$10,73 \$22.06 \$323.40 0 \$4,60 \$6,13 \$10,73 \$22.05 \$22.05 0 \$4,60 \$1,932.00 \$3,726.00 \$10,20 \$22.06 0 \$41,00 \$2,886.00 \$13,800 \$24.10 \$2,058.00 0 \$21,06.00 \$2,320.00 \$2,320.00 \$2,320.00 \$2,940 0 \$21,06.00 \$2,320.00 \$2,320.00 \$2,320.00 \$2,320.00 \$20,00 \$21,00.00 \$22,00 \$22,00 \$22,00 \$22,00 \$20,00 \$21,00 \$21,10 \$22,00 \$22,00 \$22,00 <td< td=""><td>Per 100 sq. π. over 10,000</td><td>\$0.00</td><td>953.30</td><td>\$53.30</td><td>\$0.00</td><td>CO.22¢</td><td>CO.778</td></td<>	Per 100 sq. π. over 10,000	\$0.00	953.30	\$53.30	\$0.00	CO.22¢	CO.778
Fig. 1 \$5.20 \$12.27 \$21.47 \$580.00 \$580.00 39 Sq. ft.) \$5.20 \$12.27 \$21.47 \$294.00 \$580.00 39 Sq. ft.) \$2,484.00 \$3,036.00 \$5,520.00 \$24.76 \$27.86 30 \$4.60 \$6.13 \$10.73 \$22.05 \$22.05 30 \$4.60 \$6.13 \$10.73 \$22.05 \$22.05 30 \$4.60 \$6.13 \$10.73 \$22.05 \$22.05 30 \$4.10 \$1.932.00 \$1.930.00 \$21.911.00 \$20.05 30 \$4.10 \$1.932.00 \$1.930.00 \$24.10 \$102.90 30 \$2.208.00 \$1.930.00 \$2.352.00 \$20.40 \$20.40 \$20 \$2.208.00 \$2.760.00 \$22.05 \$22.05 \$22.05 \$20 \$2.760 \$2.760.00 \$22.05 \$22.05 \$22.05 \$20 \$2.760 \$2.760.00 \$22.05 \$22.05 \$22.05 \$20 \$2.760 \$2.7	Base Date (up to 1 000 cm #1)	\$1 856 DO	\$1 932 00	43 588 OO			
98 sq. ft.) \$294.00 \$588.00 39 sq. ft.) \$2,484.00 \$3,036.00 \$5,520.00 \$224.76 \$27.85 30 sq. ft.) \$4.60 \$6.13 \$10.73 \$22.05 \$22.05 30 sq. ft.) \$4.60 \$6.13 \$10.73 \$22.05 \$22.05 31 sq. ft.) \$4.10 \$193.00 \$1,932.00 \$1,911.00 \$2,056.00 399 sq. ft.) \$21.08.00 \$1,932.00 \$1,930.00 \$2,140 \$10.20 399 sq. ft.) \$21.08.00 \$1,932.00 \$2,140 \$10.20 \$2,056.00 399 sq. ft.) \$21.04.00 \$1,932.00 \$2,760.00 \$294.0 \$29.40 \$20.70 \$27.60 \$2,352.00 \$22.05 \$22.05 \$20.70 \$27.60 \$23.00 \$23.00 \$20.70 \$27.00 \$23.00 \$23.00 \$20.70 \$27.00 \$23.00 \$23.00 \$20.00 \$27.00 \$27.00 \$23.00 \$20.00 \$27.00 \$27.00 \$23.00	Per 100 ca. ft. (1 001 to 9 999 ca. ft.)	\$9.20	\$12.27	\$21.47			
99 sq. ft.) \$2,476 \$27.86 10.00 \$2,484.00 \$3,036.00 \$5,520.00 \$2,646.00 \$3,234.00 10.00 \$4,60 \$6,13 \$10,73 \$22,05 \$22,05 10.00 \$4,10 \$1,794.00 \$1,932.00 \$3,726.00 \$1,911.00 \$2,056.00 10.00 \$2,208.00 \$1,932.00 \$1,380.00 \$44.10 \$102.90 10.00 \$2,208.00 \$2,886.00 \$1,932.00 \$2,352.00 \$3,087.00 10.00 \$2,208.00 \$1,932.00 \$2,360.00 \$2,352.00 \$3,087.00 10.00 \$2,208.00 \$1,035.00 \$2,352.00 \$2,050.00 \$2,050.00 \$99 sq. ft.) \$2,760.00 \$2,360.00 \$2,352.00 \$2,360.00 \$2,360.00 \$1,04.00 \$2,000 \$2,436.00 \$41,40 \$2,360.00 \$2,360.00 \$0,99 sq. ft.) \$0,00 \$2,760 \$2,436.00 \$2,360.00 \$2,360.00 \$0,00 \$2,000 \$2,200.00 \$2,360.00 \$2,360.00 \$2,360.00 <td>Base Rate (500 sq. ft.)</td> <td></td> <td></td> <td></td> <td>\$294.00</td> <td>\$588.00</td> <td>\$882.00</td>	Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
1. ft.) \$2.484.00 \$3.036.00 \$5.520.00 \$2.666.00 \$3.234.00 1. ft.) \$4.60 \$6.13 \$10.73 \$2.206 \$22.06 999 sq. ft.) \$4.140 \$96.60 \$138.00 \$1.91.00 \$2.058.00 999 sq. ft.) \$2.208.00 \$2.898.00 \$5.106.00 \$2.352.00 \$3.067.00 \$31.05 \$72.46 \$103.50 \$2.352.00 \$3.067.00 \$2.068.00 \$31.04.0 \$2.898.00 \$2.760.00 \$2.362.00 \$2.368.00 \$2.368.00 \$31.04.0 \$27.60 \$2.760.00 \$29.40 \$2.940 \$2.940 \$2.07.0 \$2.208.00 \$2.208.00 \$2.208.00 \$2.360.00 \$2.352.00 \$20.70 \$2.08.00 \$2.44.00 \$2.060.00 \$2.352.00 \$2.352.00 \$0.99 sq. ft.) \$0.00 \$2.760 \$2.436.00 \$2.000 \$2.940 \$0.00 \$2.208.00 \$2.236.00 \$2.236.00 \$2.236.00 \$2.236.00 \$0.99 sq. ft.) \$0.00 \$2.436.00 \$2.360.00	Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$24.76	\$27.85	\$52.61
(H) \$4.60 \$6.13 \$10.73 \$22.05 \$22.05 (H) \$1,794.00 \$1,932.00 \$3,726.00 \$1,911.00 \$2,056.00 \$995.q.f.) \$41.40 \$96.60 \$138.00 \$1,911.00 \$2,056.00 \$22.08.00 \$2,898.00 \$5,106.00 \$2,352.00 \$3,067.00 \$31.05 \$72.45 \$103.50 \$2,352.05 \$20.60 \$31.05 \$72.45 \$103.50 \$22.05 \$22.05 \$995.q.f.) \$27.60 \$27.60 \$29.40 \$29.40 \$995.q.f.) \$27.60 \$22.08.00 \$3,110.00 \$20.40 \$20.70 \$20.70 \$20.00 \$20.40 \$20.40 \$0.00 \$27.60 \$24.36.00 \$41.00 \$20.40 \$0.00 \$27.60 \$27.60 \$20.00 \$20.40 \$0.00 \$20.70 \$27.60 \$20.00 \$20.40 \$0.00 \$27.60 \$27.60 \$20.00 \$20.40 \$0.00 \$27.60 \$27.60 \$20.00 <t< td=""><td>10,000 sq. ft.</td><td>\$2,484.00</td><td>\$3,036.00</td><td>\$5,520.00</td><td>\$2,646.00</td><td>\$3,234.00</td><td>\$5,880.00</td></t<>	10,000 sq. ft.	\$2,484.00	\$3,036.00	\$5,520.00	\$2,646.00	\$3,234.00	\$5,880.00
(H) \$1,794.00 \$1,932.00 \$3,726.00 \$1,911.00 \$2,056.00 999 sq. ft.) \$41.40 \$96.60 \$138.00 \$44.10 \$102.90 \$2,208.00 \$2,208.00 \$2,898.00 \$5,106.00 \$2,352.00 \$3,087.00 \$31.05 \$1,05.40 \$1,05.40 \$2,056.00 \$2,056.00 \$3,087.00 \$99 sq. ft.) \$27.60 \$1,032.00 \$2,760.00 \$29.40 \$2,056.00 \$99 sq. ft.) \$27.60 \$2,208.00 \$3,110.00 \$1,176.00 \$2,352.00 \$1.10 \$20,70 \$20,00 \$41.40 \$20,40 \$20,40 \$20,40 \$1.10 \$20,70 \$20,70 \$41.40 \$20,60 \$20,60 \$20,60 \$1.03 \$1,04.00 \$27.60 \$27.60 \$20.00 \$20,40 \$20,40 \$1.03 \$20,00 \$22.06 \$21.60 \$20.00 \$20.41 \$20.00 \$20.40 \$1.04 \$20.00 \$20.70 \$20.70 \$20.00 \$20.00 \$20.00 \$20.00	Per 100 sq. ft. over 10,000	\$4.60	\$6.13	\$10.73	\$22.05	\$22.05	\$44.10
(H) \$1,194,00 \$1,332,00 \$3,18,00 \$1,100 \$1,02,00 999 sq. (L) \$41,40 \$1,332,00 \$1,102,00 \$1,102,90 \$1,02,90 999 sq. (L) \$2,208,00 \$2,898,00 \$5,106,00 \$2,352,00 \$3,087,00 \$99 sq. (L) \$628,00 \$1,932,00 \$2,760,00 \$20,40 \$2,058,00 \$99 sq. (L) \$27,60 \$27,60 \$29,40 \$29,40 \$2,984,00 \$1,104,00 \$2,208,00 \$3,110,00 \$1,176,00 \$2,352,00 \$20,70 \$20,70 \$41,40 \$20,40 \$20,40 \$1,10 \$0,00 \$2,760 \$24,100 \$20,40 \$1,10 \$20,00 \$2,350 \$20,60 \$1,10 \$1,100 \$2,00 \$2,00 \$1,10 \$20,00 \$2,00 \$2,00 \$20,00 \$20,00 \$2,00 \$2,00 \$20,00 \$20,00 \$20,00 \$20,00 \$20,00 \$20,00 \$20,00 \$20,00 \$20,00 \$20,00	R-2 - Residential Care	100.00	4 000 00	200 001	94,044	00 010 04	00 000
1.00	Base Rate (up to 1,000 sq. ft.)	91,784,00	\$1,932.00	\$3,720.00 6438.00	\$1,911.00	\$2,038.00	\$3,909.00
1.ft.) \$62.05 \$72.45 \$103.50 \$22.05 \$	2 000 ea #	\$2 208 00	\$2 898 DO	\$5 106.00	\$2.352.00	\$3.087.00	\$5 439 00
1. ft.) \$828.00 \$1,932.00 \$2,760.00 \$682.00 \$2,058.00 999 \$q. ft.) \$27.60 \$55.20 \$29.40 \$20.00 \$2,058.00 1. ft.) \$1,104.00 \$2,208.00 \$3,312.00 \$1,76.00 \$22.05 1. ft.) \$20.70 \$20.70 \$41.40 \$22.05 \$22.05 1. ft.) \$414.00 \$1,932.00 \$2,436.00 \$441.00 \$2,080.00 1. ft.) \$0.00 \$27.60 \$20.00 \$2,940 1. ft.) \$0.00 \$2.208.00 \$2,622.00 \$441.00 \$2,352.00 \$0.00 \$20.70 \$20.70 \$20.00 \$22.05 \$0.00 \$20.70 \$20.00 \$22.05 \$0.00 \$20.70 \$20.00 \$22.05 \$0.00 \$20.70 \$20.00 \$22.05	Per 100 sq. ft. over 2 000	\$31.05	\$72.45	\$103.50	\$22.05	\$22.05	\$44.10
(H) \$828.00 \$1,932.00 \$2,760.00 \$8282.00 \$2,058.00 599 sq. ft.) \$27.60 \$27.60 \$25.20 \$29.40 \$29.40 104.00 \$22,208.00 \$3,312.00 \$1,176.00 \$23,52.00 105.70 \$20,70 \$20,70 \$41.40 \$22.05 109.9 sq. ft.) \$0,00 \$27.60 \$27.60 \$29.40 109.9 sq. ft.) \$0,00 \$27.00 \$20.00 \$29.40 109.9 sq. ft.) \$0,00 \$27.00 \$20.00 \$23.50 109.9 sq. ft.) \$0,00 \$20.70 \$20.00 \$23.50 109.9 sq. ft.) \$0.00 \$20.70 \$20.00 \$23.00 109.0 sq. ft.) \$0.00 \$20.70 \$20.00 \$22.05 100.0 sq. ft.) \$20.70 \$20.00 \$22.05 100.0 sq. ft.) \$20.70 \$20.00 \$22.05	R-3 - Custom/Model						
999 sq. ft.) \$27,60 \$27,60 \$55,20 \$29,40 \$29,40 \$1,104,00 \$2,208,00 \$3,312,00 \$1,176,00 \$2,352,00 sed) \$20,70 \$20,70 \$41,40 \$22,05 sed) \$414,00 \$1,932,00 \$24,40 \$2,058,00 sed) \$2,00 \$27,60 \$20,00 \$29,40 sed) \$2,00 \$2,208,00 \$2,352,00 \$29,40 sed) \$2,00 \$2,208,00 \$2,352,00 \$23,50 \$0,00 \$20,70 \$20,00 \$23,50 \$23,00 \$0,00 \$20,70 \$20,70 \$20,00 \$22,05 \$0,00 \$20,70 \$20,00 \$22,05 \$0,00 \$20,70 \$20,00 \$22,05 \$0,00 \$20,70 \$20,00 \$22,05	Base Rate (up to 1,000 sq. ft.)	\$828.00	\$1,932.00	\$2,760.00	\$882.00	\$2,058.00	\$2,940.00
1,104.00 \$2,208.00 \$3,312.00 \$1,176.00 \$2,352.00 1,1,1	Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$27.60	\$27.60	\$55.20	\$29.40	\$29.40	\$58.80
ed) i.ft.) \$52,70 \$52,05 \$52,05 \$52,05 \$52,05 1.ft.) \$414,00 \$1,99 \$41,00 \$27,60 \$27,60 \$27,60 \$27,60 \$27,60 \$27,60 \$27,60 \$27,60 \$27,60 \$27,60 \$29,40 \$29,40 \$27,60 \$20,00 \$20,	2,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00	\$1,176.00	\$2,352.00	\$3,528.00
(ed) \$414.00 \$1,932.00 \$2,436.00 \$441.00 \$2,058.00 (99) \$0,00 \$27.60 \$0.00 \$29.40 \$0,00 \$2,208.00 \$2,622.00 \$441.00 \$2,352.00 \$0,00 \$20,70 \$20,70 \$20.00 \$22.05 \$0,00 \$20,70 \$20,70 \$22.05 \$0,00 \$20,70 \$20,00 \$22.05 \$0,00 \$1,104.00 \$1,518.00 \$441.00 \$1,176.00	Per 100 sq. ft. over 2,000	\$20.70	\$20.70	\$41.40	\$22.05	\$22.05	\$44.10
1.1.1	R-3 - Production (Mstr. Planned)	9777 00	00 000	60 426 00	20,111	00 000	60 404 64
\$52.00 \$20.70 \$20.70 \$20.70 \$52.00 \$441.00 \$22.05 \$50.70 \$50.70 \$50.70 \$1.176.00 \$1.17	Base Rate (up to 1,000 sq. ft.)	8414.00	\$1,932.00 \$27.60	\$2,430.00	\$441.00 60.00	00.000.2¢	\$2,334.07
\$0.00 \$20.70 \$20.70 \$5.00 \$22.05 \$1.104.00 \$1,176.00 \$1,176.00	2 000 cm #	6414.00	\$2 208 DO	\$2 622 AD	\$441.00	\$2 352 00	\$2 793 OO
1.ft.) \$414.00 \$1,104.00 \$1,518.00 \$441.00 \$1,176.00	Per 100 so # over 2 000	\$0.00	\$20.70	\$20.70	\$0.00	\$22.05	\$22.05
i.fi.) \$414,00 \$1,104.00 \$1,518.00 \$441.00 \$1,176.00	R.3 - Factory Built (offsite)						
	Base Rate (up to 1.000 sq. ft.)	\$414.00	\$1.104.00	\$1,518.00	\$441.00	\$1,176.00	\$1,617.00

Attachment "A"

Building - Code Section 13.20.200

NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION		BEGINNING		5	BEGINNING	
NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION		July 1, 2013	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10.10	July 1, 2014	
	PLAN CHECK	INSPECTION	* TOTAL	PLAN CHECK	INSPECTION	TOTAL
Per 100 sq. ft. (1.001 to 1.999 sq. ft.)	\$0.00	\$27.60	\$27.60	\$0.00	\$29.40	\$29.40
	\$414.00	\$1,380.00	\$1,794.00	\$441.00	\$1,470.00	\$1,911.00
Per 100 sq. ft. over 2,000	\$0.00	\$20.70	\$20.70	\$0.00	\$22.05	\$22.05
R-3 Manufactured Home/Com. Coach						
	\$276.00	\$966.00	\$1,242.00			
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$27.60	\$27.60			
- 2,000 eq. ft.	\$276.00	\$1,242.00	\$1,518.00			
— Per 100 sqft. ever 2,000	\$0.00	\$20.70	\$20.70			
R-2 & R-3 - Additions to Existing						
Base Rate (up to 200 sq. ft.)	\$276.00	\$552.00	\$828.00	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (201 to 1,999 sq. ft.)	\$46.00	\$92.00	\$138.00	\$49.00	\$98.00	\$147.00
2,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00	\$1,176.00	\$2,352.00	\$3,528.00
Per 100 sq. ft. over 2,000	\$34.50	\$69.00	\$103.50	\$22.05	\$22.05	\$110.25
S - Complete incl. MP&E*						
Base Rate (up to 1,000 sq. ft.)	\$1,932.00	\$3,036.00	\$4,968.00	\$2,058.00	\$3,234.00	\$5,292.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$15.33	\$21.47	\$36.80	\$16.33	\$22.87	\$39.20
10,000 sq. ft.	\$3,312.00	\$4,968.00	\$8,280.00	\$3,528.00	\$5,292.00	\$8,820.00
Per 100 sq. ft. over 10,000	\$7.67	\$10.73	\$18.40	\$8.17	\$11.43	\$19.60
S-Ti**						
- Base Rate (up to 1,000 sq. ft.)	\$966.00	\$1,380.00	\$2,346.00			
- Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$10.73	\$16.87			
Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$13.93	\$20.12	\$34.04
10,000 sq. ft.	\$1,518.00	\$2,346.00	\$3,864.00	\$1,617.00	\$2,499.00	\$4,116.00
Per 100 sq. ft. over 10,000	\$3.07	\$5.37	\$8.43	\$3.48	\$5.75	\$9.23
U - Complete incl. MP&E*						
- 1	\$138.00	\$552.00	\$690.00	\$147.00	\$588.00	\$735.00
Per 100 sq. ft. (401 to 1,999 sq. ft.)	\$17.25	\$34.50	\$51.75	\$18.38	\$36.75	\$55.13
2,000 sq. ft.	\$414.00	\$1,104.00	\$1,518.00	\$441.00	\$1,176.00	\$1,617.00
Shall non Horb structure only	\$6.65	67.116	\$25.00	43.13	610.30	96.126
Base Rate (in to 1 000 so ff.)	\$1 656.00	\$2,760.00	\$4 416 00	\$1.764.00	\$2 940 00	\$4 704 00
Per 100 sg. ft. (1,001 to 9,999 sg. ft.)	\$9.20	\$21.47	\$30.67	\$9.80	\$22.87	\$32.67
	\$2,484.00	\$4,692.00	\$7,176.00	\$2,646.00	\$4,998.00	\$7,644.00
Per 100 sq. ft. over 10,000	\$4.60	\$10.73	\$15.33	\$4.90	\$11.43	\$16.33
Concrete Tilt Up - non U or R structure only						
Base Rate (up to 1,000 sq. ft.)	\$3,450.00	\$4,002.00	\$7,452.00	\$3,675.00	\$4,263.00	\$7,938.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$24.53	\$29.13	\$53.67	\$26.13	\$31.03	\$57.17
10,000 sq. ft.	\$5,658.00	\$6,624.00	\$12,282.00	\$6,027.00	\$7,056.00	\$13,083.00
Per 100 sq. ft. over 10,000	\$12.27	\$14.57	\$26.83	\$13.07	\$15.52	\$28.58
*MP&E - Mechanical, Plumbing & Electrical						
*TI - Tenant improvement, multiple discipline						

	1.7.1.2	BEGINNING	BEGINNING
NAME OF FEE	UNIT	July 1, 2013	July 1, 2014
Planning Department: General Fees		Deposit Unless Noted	Deposit Unless Noted
Division Hourly Rate	Hourly	\$138.00	\$147.00
Record Search	Hourly	\$138.00	\$147.00_
Hearing Publication/Preparation for Hearing	Flat Fee	\$350.00	\$350.00
Radius List / Neighbor Notification (no hearing)	Flat Fee	\$150.00	\$150.00
Filing Fee	Flat Fee	\$50.00	
-		\$50 Clerk of the Board	
Appeal of Determinations to Board of Supervisors	Flat Foo	\$500 Planning	
Concurrent Processing of Planning Applications: Applications for two or more planning entitlements (for example: Tentative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding Design Review Permits., Lot Line Adjustments, Certificates of Compliance and recording fees).			
General Dian Amandment/Change of Zone/Blan Amandment			
General Plan Amendment/Change of Zone/Plan Amendment Fewer than 100 Residential Units or 10 acres non-residential/mixed use	27 hours + hourly	\$3,726.00	\$3,969.00
Over 100 Residential Units or 10 acres non-residential/mixed use	40 hours + hourly	\$5,726.00	\$5,880.00
Over 100 Residential Office of 10 acres not residential milked use	40 Hours + Hourly	\$3,320.00	45,860.00
Specific Plan/Area Plan/Community Plan/Master Plan	75 hours + hourly	\$10,350.00	\$11,025.00
Development Agreement	20 hours + hourly	\$2,760.00	\$2,940.00
Development Agreement Annual Review	6 hours + hourly	\$828.00	\$882.00
portional Agreement Annual Noview	O Hours 1 Hourry	Ψ020.00	ψουΣ.ου
Environmental Review			
Notice of Exemption (Categorical or Statutory Exemption)	1.5 hours + hourly	\$207.00	\$220.50
Environmental Review: EIR or EIS (Full Cost)	Per Contract	Per Contract	Per Contract
EIR Mgmt Fee (30% Deposit of EIR Cost)	Deposit + hourly	\$138.00	\$147.00
Mitigation Monitoring Plans: Mgmt	3 hours + hourly	\$414.00	\$441.00
With Planning Project/Entitlement	O.S. barrers a barrela	2045.00	2007.50
Environmental Review: Initial Study + Exemption Environmental Review: Initial Study/Negative Declaration	2.5 hours + hourly	\$345.00	\$367.50
Environmental Review: Initial Study/Megative Declaration Environmental Review: Initial Study/Mitigated Negative Declaration	7 hours + hourly 15 hours + hourly	\$966.00 \$2,070.00	\$1,029.00 \$2,205.00
No Required Planning Entitlement	13 Hours + Hourry	\$2,070.00	φ2,203.00
Environmental Review: Initial Study + Exemption	7 hours + hourly	\$966,00	\$1,029.00
Environmental Review: Initial Study/Negative Declaration	20 hours + hourly	\$2,760.00	\$2,940.00
Environmental Review: Initial Study/Mitigated Negative Declaration	35 hours + hourly	\$4,830.00	\$5,145.00
For concurrent applications, a single environmental review fee			
for the project shall be collected			
Land Division / Paysol Related			
Land Division / Parcel Related Tentative Parcel Map	20 hours + hourly	\$2,760.00	\$2,940.00
Revise Approved TPM	6 hours + hourly	\$828.00	\$882.00
	o nodia - nodity	7520.50	4002.00
Tentative Subdivision Tract Map - 20 lots or less	30 hours + hourly	\$4,140.00	\$4,410.00
Tentative Subdivision Tract Map - 21+ lots	45 hours + hourly	\$6,210.00	\$6,615.00
Tentative Map Extension	2 hours + hourly	\$ 27 6.00	
Revise Approved Tentative Map (includes adding phases)	6 hours + hourly	\$828.00	\$882.00
Final Man & Improvement Plan Povious Pareal Man	4 hours + bearing	\$552.00	\$588.00
Final Map & Improvement Plan Review - Parcel Map Final Map & Improvement Plan Review - Subdivision Tract Map	4 hours + hourly 7 hours + hourly	\$966.00	\$1,029.00
rmai map & improvement rian Review - Subdivision Tract map	r nours + nouny	4300.00	₹1,023.00
Lot Line Adjustment	2.5 hours + hourly	\$345.00	\$367.50
Reversion to Acreage	5 hours + hourly	\$690.00	\$735.00
Certificate of Compliance	2 hours + hourly	\$276.00	\$294.00

Planning - Code Section 13.20.300

NAME OF FEE	UNIT	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Coning Related			
Administrative Permit/Waiver	4 hours + hourly	\$552.00	\$588.00
Additional fee if hearing is required (does not include legal notice)	2 hours + hourly	\$276.00	\$294.00
Request for Hearing	Flat Fee	\$100.00	\$106.52
Conditional Use Permit: Major	25 hours + hourly	\$3,450.00	\$3,675.00
Conditional Use Permit: Minor Use Permit	12 hours + hourly	\$1,656.00	\$1,764.00
Conditional Use Permit: Amendment	5 hours + hourly	\$690.00	\$735.00
Conditional Use Permit: Extension	1-hours + hourly	\$138.00	
			470.00
Design Review (Individual Lot/Building)	8 hours + hourly	\$1,104.00	\$1,176.00
Master Design Review (Shopping Centers & Complexes)	18 hours + hourly	\$2 <u>,484.00</u>	\$2,646.00
Minor Design Review (modifications & compliance review)	3 hours + hourly	_	\$441.00
Excavation & Surface Mining Permits	50 hours + hourly	\$6,900.00	\$7,350.00
Reclamation Plan	10 hours + hourly	\$1,380.00	\$1,470.00
Planned Unit Development (Less than 100 units or 10 acres non-residential)	20 hours + hourly	\$2,760.00	\$2,940.00
Planned Unit Development (Over 100 Units or 10 acres non-residential)	30 hours + hourly	\$4,140.00	\$4,410.00
Pre-Application Meeting (Planning Department)	hourly	\$138.00	\$147.00
Sign Permit Review	1 hour + hourly	\$138.00	\$147.0 <u>0</u>
Planned Sign Permit Program	15 hours + hourly	\$2,070.00	\$2,205.00
Temporary Use Permit	4 7 hours + hourly	\$552.00	\$1,029.00
Temporary Use Permit Extension	0.5 hours + hourly	\$69.00	\$73,50
Valence Minor/Debin / Direc	42 haves + hourts	#4 CEC 00	\$1,764.00
Variance: Minor/Parking/Signs	12 hours + hourly 20 hours + hourly	\$1,656.00 \$2,760.00	\$2,940.00
Variance: Major	20 Hours + Hourry	\$2,700.00	\$2,540.00
Miscellaneous Clearances/Permits			
Burn Down Letter/ABC Clearance/Viable Agricultural Use/clearance forms	Flat Fee	\$69.00	\$73.50
Land Use Confirmation	1.5 hours + hourly	\$207.00	\$220.50
ABC Review Fee when Hearing is Required	6 hours + hourly	\$828.00	\$882.00
Noise Permit	1.5 hours + hourly	\$207.00	\$220.50
Second Dwelling-Unit Clearance Form-	Flat Fee	\$138.00	
Business License Review	Flat Fee	\$ <u>13</u> 8.00	\$147.00
Business License Review (Renewal)	Flat Fee	\$69.00	\$73.50
Extension of Time (any planning entitlement)	1.5 hours + hourly		\$220.50
Building Permit Review Fees	-		
Residential Structures			
Single Family Residence	1 hour + hourly	\$138.00	\$147.00
Single Family Residence Accessory Structures	0.5 hours + hourly	\$69. <u>00</u>	
Multi-Family Residential (includes 1 inspection)	4 hours + hourly	\$552.00	\$588,00
Residential: minor additions and accessory structures	0.5 hours + hourly		\$73.50
Non Residential Structures/Uses			
Agricultural Accessory Structure	0.5 hours + hourly	\$69.00	\$73.50
Commercial/Industrial New Construction (includes 1 inspection)	5 hours + hourly	\$690.00	\$735.00
Commercial/Industrial: Additions or Accessory Structures	3 hours + hourly	\$345.00	\$367.50
Occupancy Permit-/- Tennant Improvement Review	1.5 hours + hourly	\$207.00	\$220.50
Occupancy Permit	0.5 hours + hourly		\$73.50
		#400.00	6447.00
Site Review (Per Inspection) Approved Site/Plot Plan Changes/Recheck Fee	hourly	\$138.00	\$147.00 \$73.50
Approved Site/Diet Dien Changes/Dechack Egg	0.5 hours + hourly	\$69.00	\$73.50

Attachment "A" Page 2 of 3

Planning - Code Section 13.20.300

NAME OF FEE	UNIT	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Solar/Wind Systems or Communication Facilities			
Residential & Multifamily (per unit), roof mounted systems	0.5 hours + hourly		\$73.50
Residential & Multifamily (per unit), ground mounted systems	.75 1 hour + hourly	\$104.00	\$147.00
Non Res., roof mounted systems or agricultural equip. or add. to cell tower	1.5 hours + hourly	\$207.00	\$220.50
Non Residential, ground mounted systems er new cell tower	3.5 hours + hourly	\$483.00	\$514.50
Communication Facilities			
New Cell Tower	3.5 hours + hourly		\$514.50
Addition to existing Cell Tower or Structure	1.5 hours + hourly		\$220.50
Fire Safe Planning Fees			
Wildfire Safety Plan (High & Very High Fire Risk areas)	Flat Fee	\$69.00	\$73.50
Fire Safe Planner	Hourly	\$138. <u>00</u>	\$147.00
Landscape Review & Inspection	(Transferred from Public Works to Planning)		
Landscape/Parking Plan Review and 1 Inspection (non-residential)	3 hours + hourly	\$414.00	\$441.00
Landscape Bond Agreement Preparation + Hourly Over 2 Hours	2 hours + hourly	\$276.00	\$294.00
* Except as otherwise specified, all services in this Section			
which are charged at an hourly rate are 1 hour minimum and			
charged in half hour increments thereafter.			

Attachment "A" Page 3 of 3

	BEGINNING	BEGINNING
NAME OF FEE	July 1, 2013	July 1, 2014
Food Program (annual permit unless noted)		
Restaurants - Bar Only (no food prep)	\$276.00	\$294.00
Restaurants - 1-49 seats	\$414.00	\$441.00
Restaurants - 50-149 seats	\$552.00	\$588.00
Restaurants - 150 or more	\$828.00	\$882.00
Added to restaurant base - With Bar or Market	\$138.00	\$147.00
Added to restaurant base - With Bar and Market	\$207.00	\$220.50
Added to restaurant base - With Catering Services	\$138.00	\$147.00
Added to restaurant base - With Satellite Facility	\$138.00	\$147.00
Caterer	\$414.00	\$441.00
Retail Markets - No food preps, only prepackaged goods	\$276.00	\$294.00
Retail Markets - Less than 2000 square feet	\$414.00	\$441.00
Retail Markets - 2000-5999 square feet	\$552.00	\$588.00
Retail Markets - 6000 or more square feet	\$690.00	\$735.00
Add each unit to retail market-butcher shop, deli, bakery, etc.	\$138/per unit	\$147/per unit
Bakery	\$414.00	\$441.00
Commissary Facility	\$414.00	\$441.00
Commissary - Verification per vehicle	\$34.50	\$36.75
Vehicles - Vending Vehicle (no prep)	\$276.00	\$294.00
Vehicles - Mobile Food Prep Unit	\$414.00	\$441.00
Vehicles - Produce Truck (no prep)	\$138.00	\$147.00
Vending Machines - Company	\$276.00	\$294.00
Vending Machines - Per Food Dispenser	\$13.80	\$14.70
Roadside Stand	\$276.00	\$294.00
Schools - Kitchen	\$414.00	\$441.00
Schools - Satellite Distribution Facility	\$276.00	\$294.00
Food Warehouse	\$483.00	\$514.50
Food Salvager	\$621.00	\$661.50
Food Demonstrator	\$69.00	\$73.50
Farmers Market	\$552.00	\$588.00
Bed & Breakfast	\$345.00	\$367.50
Temporary Food Facility	\$276.00	\$294.00
Ice Plant	\$276.00	\$294.00
Special Events - Large more than 3 vendors attendance 500+	\$414.00	\$441.00
Special Events - + billed hourly rate for time spent over base	\$138/hour	\$147/hour
Special Events - Small 3 or less vendors, attendance -500	\$138.00	\$147.00
Incidental Food Sales from Non-Mobile Businesses	\$138.00	\$147.00
Amphitheatre - Food - Bar - Catering	\$3,450.00	\$3,675.00
Plan Review Food Establishment - New	\$828.00	\$882.00
Plan Review Food Establishment - Remodel	\$690.00	\$735.00
Seasonal Snack Bar		\$294.00
Small Community Farmers Market (no food prep)		\$147.00
Certified Farmers Market / Temporary Food Facility		\$588.00

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NAME OF FEE	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Public Recreation		
Public Swimming Pool/Spa/Beach (annual permit)	\$483.00	\$514.50
Organized Camp (annual permit)	\$483.00	\$514.50
Plan Review Public Swimming Pools (construction)	\$1,104.00	\$1,176.00
Plan Review Organized Camp (construction)	\$759.00	\$808.50
Public Water System		
Annual Surveillance Fee - 15-24 service connections	\$483.00	\$514.50
Annual Surveillance Fee - 25-99 service connections	\$621.00	\$661.50
Annual Surveillance Fee - 100-199 service connections	\$759.00	\$808.50
Non-Community Water System - Non Transient	\$621.00	\$661.50
Non-Community Water System - Transient	\$414.00	\$441.00
New Permit Fee - Community Water System	\$1,173.00	\$1,249.50
New Permit Fee - Non-Community Water System	\$897.00	\$955.50
Amended Permit Fee (all system types)	\$414.00	\$441.00
Ownership Change (all system types)	\$276.00	\$294.00
Annual Permit Fee Small System - 5-14 service connects	\$552.00	\$441.00
CURFFL Systems	\$207.00	\$220.50
All other services	\$138.00/hour	\$147.00/hour
Request for Variance/Exemption/Waiver	\$138.00/hour	\$147.00/hour
Enforcement Action	\$138.00/hour	\$147.00/hour
Plan Review Public & Local Small Water Systems	\$138.00/hour	\$147.00/hour
Solid Waste		
Solid Waster Hauler (per vehicle or trailer)	\$69.00	\$73.50
Full Solid Waste Facility - Class II Site	\$4,968.00	\$5,292.00
Full Solid Waste Facility - Class III Site	\$4,968.00	\$5,292.00
Standardized Solid Waste Facility	\$3,312.00	\$3,528.00
Registration Tier	\$3,312.00	\$3,528.00
Notification Tier #1	\$276.00	\$294.00
Notification Tier #2	\$1,104.00	\$1,176.00
Recycling/Process Facility	\$3,312.00	\$3,528.00
Transfer Station	\$3,312.00	\$3,528.00
Abandoned/Closed Sites	\$1,104.00	\$1,176.00
Agricultural Waste Disposal Sites	\$276.00	\$294.00
SWF Permit Exemption	\$828.00	\$882.00
Ash Applications - Initial Permit Exemptions	\$690.00	\$735.00
Ash Applications - Annual Exemption Renewal	\$207.00	\$220.50
Facility Inspection not covered by permit fees	\$138.00/hour	\$147.00/hour
Periodic Site Review	\$138.00/hour	\$147.00/hour
Preliminary Closure/Post Closure	\$138.00/hour	\$147.00/hour
Final Closure/Post Closure maintenance plan review	\$138.00/hour	\$147.00/hour

	BEGINNING	BEGINNING
NAME OF FEE	July 1, 2013	July 1, 2014
Joint Technical Document Review	\$138.00/hour	\$147.00/hour
5 year permit review	\$138.00/hour	\$147.00/hour
Permit revision/modification	\$138.00/hour	\$147.00/hour
Tipping Fee	\$4.40 per ton	_\$4.40 per ton
Sewage Disposal		
Sewage Tank Cleaning Vehicle	\$276.00	\$294.00
Chemical Toilet Supplier - 50 Units or less	\$276.00	\$294.00
Chemical Toilet Supplier - 51 Units or more	\$414.00	\$441.00
New or Replacement Conventional System	\$552.00	\$588.00
New Pressure Dosed or Engineered Systems	\$966.00	\$1,029.00
Minor Repair not involving leachfield	\$276.00	\$294.00
Major Repair of Failed System/Add to Existing Non-Failed System	\$552.00	\$588.00
Holding Tank (Vault System) 1st Year	\$690.00	\$735.00
Holding Tank (Vault System) (after 1st year) Annual Permit	\$276.00	\$294.00
Operating Permit Central Wastewater-Cluster 2-5 connects	\$1,518.00	\$1,617.00
Operating Permit Central Wastewater-Small 6-99 connects	\$2,070.00	\$2,205.00
Operating Permit Central Wastewater-Large > 99 connects	\$2,898.00	\$3,087.00
Individual Experimental Systems (Monitoring for 1st year)	\$552.00	\$588.00
Individual Experimental Systems (Monitoring after 1st year)	\$207.00	\$220.50
Medical Waste	<u> </u>	
General Acute Care Hospital - 1-99 beds	\$1,104.00	\$1,176.00
General Acute Care Hospital - 100-199 beds	\$1,518.00	\$1,617.00
General Acute Care Hospital - 200-250 beds	\$1,932.00	\$2,058.00
General Acute Care Hospital - 250+ beds	\$2,484.00	\$2,646.00
Specialty Clinic Providing Surgical, Dialysis, Rehab Services	\$621.00	\$661.50
Skilled Nursing Facility - 1-99 beds	\$483.00	\$514.50
Skilled Nursing Facility - 100-199 beds	\$621.00	\$661.50
Skilled Nursing Facility - 200+ beds	\$759.00	\$808.50
Acute Psychiatric Hospital	\$345.00	\$367.50
Intermediate Care Facility	\$552.00	\$588.00
Primary Care Clinic	\$621.00	\$661.50
Licensed Clinical Lab	\$276.00	\$294.00
Health Care Service Plan Facility	\$621.00	\$661.50
Veterinary Clinic or Hospital	\$345.00	\$367.50
Large Quantity Generator Medical Office	\$345.00	\$367.50
Small Quantity Generator Using On-Site Treatment	\$483.00	\$514.50
Small Quantity Generator Administrative Review	\$138.00/hour	\$147.00/hour
Initial Permit Review	\$104.00/2 yr	\$111.00/2 yr
Common Storage Facility - 1-10 generators	\$207.00	\$220.50
Common Storage Facility - 11-50 generators	\$483.00	\$514.50
Common Storage Facility - 50+ generators	\$897.00	\$955.50

	BEGINNING	BEGINNING
NAME OF FEE	July 1, 2013	July 1, 2014
On-Site, Large Quantity Treatment Facility	\$4,416.00/5 yrs	\$4,704.00/5 yrs
Limited Quantity Hauling	\$138.00/2 yrs	\$147.00/2 yrs
Wells & Soils Borings		
Water Well, Monitoring Well, Cathodic Well - New	\$414.00	\$441.00
Water Well, Monitor Well, Cathodic Well - Recondition/Deep (w/o new seal)	\$138.00	\$147.00
Water Well, Monitor Well, Cathodic Well - Destruction	\$345.00	\$367.50
Monitor Well, Additional	\$69.00/per well	\$73.50/per well
Soil Boring or Excavation		
<4" diameter or <50' depth (each additional 0.5 hour)	\$173.00	\$184.00
>4" diameter or 50' to 75' depth (each additional 0.5 hour)	\$345.00	\$367.50
>4" diameter or >75' depth (each additional 1 hour)	\$414.00	\$441.00
Other Permits		
Ambulance (per vehicle)	\$138.00	\$147.00
Kennel/Pet Shops	\$276.00	\$294.00
Massage Parlor	\$276.00	\$294.00
Hotel/Motel	\$483.00	\$514.50
Plan Review Kennels & Pet Shops (construction)	\$414.00	\$441.00
Detention Facility	VIII.00	\$1,176.00
Tattooing, Permanent Cosmetics, Body Piercing		
Ear piercing Facility/ one-time registration	\$69.00	\$73.50
Body Art practitioner/artist	\$138.00	\$147.00
Body Art Facility (permanent)	\$276.00	\$294.00
Body Art Facility (Temporary)	\$138.00	\$147.00
Body Art Event Coordinator Small 3 or Less practitioners	\$138.00	\$147.00
Body Art Event Coordinator Small 3 of Less practitioners Body Art Event Coordinator Large more than 3 practitioners	\$414.00	\$441.00
Mobile Body Art Facility	\$138.00	\$147.00
Body Art Facility Plan Review Fee (new)	\$345.00	\$367.50
Body Art Facility Plan Review Fee (Major remodel)	\$276.00	\$294.00
Body Art Facility Plan Review Fee (Minor remodel)	\$138.00	\$147.00
Mobile Body Art Facility Plan Review Fee	\$138.00	\$147.00
Mobile Body Art Facility Flam Review Fee	<u> </u>	\$147.00
Land Use (Land Use fees are initial + hourly over base)		
Land Division Septic/Well - up to 4 lots	\$414.00	<u>\$441.00</u>
Land Division Septic/Well - 5 or more lots (+\$35 per lot)	\$690. <u>00</u>	\$735.00
Building Department Route Slip Clearance	\$69.00	\$73.50
Lot Line Adjustment	\$138.00	\$147.00
Conditional Use Permit	\$276.00	\$294.00
Other Land Division Sewage/Water (connecting to community system)	\$276.00	\$294.00
Tentative Subdivision Tract Map(connecting to community system)	\$276.00	\$294.00
Soil Mantle Observation	\$414.00	\$441.00

Temporary Use Permit & Miscellaneous Review/Services Plan Review/Site Review/Pre-application review fees Other Services & Fees Field Sample Bring-In Water Sample Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law EIR Review/CEQA Document (per hour)	\$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$147.00/hour \$147.00/hour Lab cost+\$220.50 Lab cost + \$36.75 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Plan Review/Site Review/Pre-application review fees Other Services & Fees Field Sample Bring-In Water Sample Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour Lab cost+\$207.00 Lab cost + \$34.50 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour Lab cost+\$220.50 Lab cost + \$36.75 \$147.00/hour \$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Other Services & Fees Field Sample Bring-In Water Sample Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	Lab cost+\$207.00 Lab cost + \$34.50 \$138.00/hour \$414.00 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	Lab cost+\$220.50 Lab cost + \$36.75 \$147.00/hour \$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Field Sample Bring-In Water Sample Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	Lab cost + \$34.50 \$138.00/hour \$414.00 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	Lab cost + \$36.75 \$147.00/hour \$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Field Sample Bring-In Water Sample Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	Lab cost + \$34.50 \$138.00/hour \$414.00 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	Lab cost + \$36.75 \$147.00/hour \$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Bring-In Water Sample Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	Lab cost + \$34.50 \$138.00/hour \$414.00 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	Lab cost + \$36.75 \$147.00/hour \$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Plan Review/Site Review Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour \$414.00 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Administrative, Permit Suspension, Revocation Hearings Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$414.00 \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$441.00 \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Administrative time for enforcement activities All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
All Reinspections Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Verified Complaint Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$147.00/hour \$147.00/hour \$147.00/hour
Variance/Exemption/Waiver Request - per hour (1/2 hr min) Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$147.00/hour \$147.00/hour
Consultations (per hour) Permit Transfers not Prohibited by State Law	\$138.00/hour \$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour \$147.00/hour
Permit Transfers not Prohibited by State Law	\$138.00/hour \$138.00/hour \$138.00/hour	\$147.00/hour
	\$138.00/hour \$138.00/hour	
EIR Review/CEQA Document (per hour)	\$138.00/hour	\$147.00/hour
All other document reviews, site reviews or any other service		\$147.00/hour
Release of Recorded Documents (Hourly plus document fee)	\$138.00/hou <u>r</u>	\$147.00/hour
Hazardous Materials		
Farm Category I	\$207.00	\$220.50
Farm Category II	\$276.00	\$294.00
Farm Category III	\$345.00	\$367.50
Farm Category IV	\$483.00	\$514.50
Business Category I	\$207.00	\$220.50
Business Category II	\$276.00	\$294.00
Business Category III	\$345.00	\$367.50
Business Category IV	\$483.00	\$514.50
Business Category V	\$276.00	\$294.00
Business Category VI	\$104.00	\$110.78
CESQG - Not in BP	\$207.00	\$220.50
Hazardous Waste - Small Quantity Generator	\$207.00	\$220.50
Hazardous Waste - Large Quantity Generator	\$276.00	\$294.00
Tiered Permit - CA PBR	\$207.00	\$220.50
Tiered Permit - CESW, CESQT, CEL	\$207.00	\$220.50
Permit to Operate (issuance only) includes one tank	\$483.00	\$514.50
Permit to Operate (each additional tank)	\$69.00	\$73.50
Plan Check Install UST	\$1,656.00	\$1,764.00
Tank Removal - Three Tanks	\$1,035.00	\$1,102.50
Tank Removal each additional over 3 tanks	\$138.00	\$147.00
Minor Tank Repair	+ 100.00	\$294.00
Modify Tank Repair - Small Project	\$759.00	\$808.50
Modify Tank Repair - Smail Project	\$1,311.00	\$1,396.50
Tank Closure in Place	\$1,035.00	\$1,102.50

NAME OF FEE	BEGINNING Jüly 1, 2013	BEGINNING July 1, 2014
Temporary Tank Closure	\$414.00	\$441.00
RMP Cal ARP (initial review)	\$1,656.00	\$1,764.00
RMP Cal ARP (annual review)	\$345.00	\$367.50
Facility List	\$34.50	\$36.75
Building Inspector Route Slip Clear Project	\$34.50	\$36.75
Haz Mat Response per hour	\$138.00	\$147.00
Reinspection (per hour, over base fee)	\$138.00	\$147.00
Consultation per hour	\$138.00	\$147.00
Compliance/Follow Up (per hour)	\$138.00	\$147.00
Business Plan - Initial Application	\$414.00	\$441.00
UST (First Tank)	\$345.00	\$367.50
UST (Each Additional Tank)	\$69.00	\$73.50
Transfer UST Permit	\$483.00	\$514.50
Amend UST Permit	\$207.00	\$220.50
APSA Conditionally Exempt	\$69.00	\$73.50
APSA Qualified Facility	\$276.00	\$294.00
APSA Non-Qualified - Category I	\$414.00	\$441.00
APSA Non-Qualified - Category II	\$552.00	\$588.00
APSA Non-Qualified - Category III	\$966.00	\$1,029.00
* Except as otherwise specified, all services in this Section		-
which are charged at an hourly rate are 1 hour minimum and		
charged in half hour increments thereafter.		
Environmental Health Division: General Fees		
Hourly Rate	\$138.00/hour	\$147.00/hour

Attachment "A" Page 6 of 6

Code Enforcement - Code Section 13.20.500

NAME OF FEE	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Department Hourly Rate	\$138.00	\$147.00
Notice & Order to Abate Public Nuisance	\$1,380.00	\$1,470.00
Cost Accounting Hearing Before Board of Supervisors	\$1,380.00	\$1,470.00
Vehicle Release Authorization	\$276.00	\$294.00
Abatement - County Performed	Actual Cost	Actual Cost
(Actual Costs - Includes staff time, materials, outside vendors,		
any applicable penalties, and a 10% processing fee on entire amount)		
Public Nuisance - Appeal Hearing (Administrative Law Judge)	\$3,943.00	\$4,116.00
(If County prevails all costs exceeding deposit shall be paid,		
If appellate prevails, the full deposited amount will be refunded)		
Relocation Assistance - Appeal Hearing	\$1,380.00 Deposit	\$1,470.00 Deposit
(If County prevails all costs exceeding deposit shall be paid,		
If appellate prevails, the full deposited amount will be refunded)		
Vehicle Nuisance Abatement - Appeal Hearing	\$1,380.00 Deposit	\$1,470.00 Deposit
(If County prevails all costs exceeding deposit shall be paid,		
If appellate prevails, the full deposited amount will be refunded)		
Vehicle Abatement Post Storage - Appeal Hearing	\$1,380.00 Deposit	\$1,470.00 Deposit
(If County prevails all costs exceeding deposit shall be paid,		
If appellate prevails, the full deposited amount will be refunded)		
Administrative Citation - Appeal Hearing (Deposit)	Amount of Citation	Amount of Citation
(If County prevails all costs exceeding deposit shall be paid,		
If appellate prevails, the full deposited amount will be refunded)		
Recorded Document Preparation	\$138.00	\$147.00
(Does not incl. CDSA Recording Processing Fee nor Recorder's fees)		
Except as otherwise specified, all services in this Section		
which are charged at an hourly rate are 1 hour minimum and		
charged in quarter hour increments thereafter.		

	BEGINNING	BEGINNING
NAME OF FEE	July 1, 2013	July 1, 2014
Project or Application Review		
Temporary Use Permit	\$276.00	\$294.00
Variance	\$276.00	\$294.00
Environmental Impact Report Review	\$138.00/hour	\$147.00/hour
General Plan Amendment/Zone Change	\$138.00/hour	\$147.00/hour
Tentative Parcel Map	\$828.00	\$882.00
Tentative Subdivision Tract Map	\$1,380.00	\$1,470.00
Revised Approved Tentative Parcel Map	\$276.00	\$294.00
Revised Approved Tentative Subdivision Map	\$345.00	\$367.50
Tentative Parcel/Subdivision Tract Map Extensions	\$138.00	\$147.00
Lot Line Adjustment	\$552.00	\$588.00
Lot Line Adjustment Additional Charge (when legality of parcel is in question)	\$276.00	\$294.00
Certificate of Compliance	\$552.00	\$588.00
Reversion to Acreage/Merger	\$414.00	\$441.00
Conditional Use Permit + Hourly over 2 hours	\$276.00	\$294.00
Specific Plan	\$138.00/hour	\$147.00/hour
Waiver	\$414.00	\$441.00
Appeals	\$414.00	
Project Checking		
Parcel Map (plus additional \$138 \$147/sheet exceeding 2 sheets)	\$1,518.00	\$1,617.00
Tract Map/Condominium (plus additional \$138 \$147/sheet exceeding 2 sheets)	\$2,898.00	\$3,087.00
Record of Survey (plus additional \$138 \$147/sheet exceeding 2 sheets)	\$345.00	\$367.50
Lot Line Adjustment	\$552.00	\$588.00
Reversion to Acreage/Merger	\$966.00	\$1,029.00
LAFCO Appeal Description/Plat	\$276.00	\$294.00
Records Search (Hourly Rate)	\$138.00/hour	\$147.00/hour
Subdivision/Parcel Map Agreement	\$690.00	\$735.00
Improvement Plan Checking		
X% of Preliminary Engineer's Estimate for Deposit Initial Fee	1.5%, \$1,380 min.	1.5%, \$1,470 min.
(plus \$138 \$147/hour if initial fee amount is exceeded)		
Inspection Fees		
X% of Preliminary Engineer's Estimate for Deposit Initial Fee	2.5%, \$552 min.	2.5%, \$588 min.
(plus \$138 \$147/hour if initial fee amount is exceeded)		
Building Permits		
Building Permit Application Review - new const, additions, remodels > 50%	\$34.50	\$36.75
SWPPP Fee - Grading Permits issued by Building Dept (less than 1 acre)	\$69.00	
Grading Permit		
Plan Check, up to 1,000 CY		\$294.00

NAME OF FEE	BEGINNING July 1, 2013	BEGINNING July 1, 2014
Plan Check, 1,001 to 10,000 CY	\$552.00	\$588.00
Plan Check, greater than 10,000 CY	\$1,104.00	\$1,176.00
Permit, up to 1,000 CY	Ψ1,104.00	\$294.00
Permit, 1,001 to 10,000 CY	\$414.00	\$441.00
Permit, 10,001 to 100,000 CY	\$828.00	\$882.00
Permit, greater than 100,000 CY (Each add'l 10,000 CY)	\$828.00 + \$69.00/10K CY	\$882.00 + \$73.50/10K CY
Permit (when included with improvement plans)	\$138.00	\$147.00
Import/Export Material Fee	Measure D Rate	Measure D Rate
SWPPP Fee - Grading Review or GP associated with a SFR building permit	Weasure D Nate	\$73.50
SWPPP Fee - Grading Permits, up to 1,000 CY		\$294.00
SWPPP Fee - Grading Permits, up to 1,000 CY	\$552.00	\$588.00
<u> </u>		
Encroachment Permits		
Driveway/Roadway Encroachment Permit (includes up to 2 inspections)	\$207.00	\$220.50
Minor Upgrade to Existing Encroachment Permit (includes 1 inspection)	\$138.00	\$147.00
Commercial/Utility Encroachment Permit (single, incl. up to 3 inspections)	\$276.00	\$294.00
Encroachment Permit, Additional Inspections (each)	\$69.00	\$73.50
Annual Utility Encroachment Permit	\$1,932.00	\$2,058.00
Road Closure Fees		
Daytime Closure	\$70.00/hour	\$70.00/hour
24-Hour Closure	\$2,400.00/day	\$2,400.00/day
Abandonments		
Application	\$690.00	\$735.00
Advertisement Costs	\$350.00	\$372.83
Flood Plain Administration		
Elevation Certificate	\$276.00	\$294.00
CLOMR/LOMR Individually or Combined	\$690.00	\$735.00
Flood Plain Verification (Department of Real Estate)	\$138.00	\$147.00
Transportation Parmits		
Transportation Permits Single Trip Permit	\$16.00	\$16.00
MU III III	\$66.00	\$66.00
House Moving Permit Annual Blanket Permit	\$90.00	\$90.00
Parade Permit	\$69.00	\$147.00
Parking Permit	\$11.00	\$11.00
Road Damage Fees	A - 1 1 O 1	A short O = -h
Road Damage Repair Costs	Actual Cost	Actual Cost
Signs		

	BEGINNING	BEGINNING
NAME OF FEE	July 1, 2013	July 1, 2014
Street Name/Application-Approval/Change of Name	\$414.00	\$441.00
Street Name or Stop Sign (Installed by County)	\$250.00	\$250.00
Combination Street/Stop Sign (Installed by County)	\$300.00	\$300.00
Street Name Sign Only	\$100.00	\$100.00
Stop Sign Only	\$75.00	\$75.00_
Other Signs	Actual Cost	Actual Cost
Miscellaneous Reviews/Reports/Correspondence		
Reviews, Reports, Correspondence (Hourly Rate)	\$138.00/hour	\$147.00/hour
Filing and Indexing Fees		
Record of Survey - Maps, Final Maps (\$2.00 ea addl sheet)	\$9.00/sheet	\$9.00/sheet
Corner Records, Certs of Correction (\$3.00 ea addl page)	\$14.00/page	\$14.00/page
Terminal Access Route		
Application & Installation	Actual Cost	Actual Cost
Stormwater Regulatory Costs	Per Resolution	Per Resolution
Park Coordinator Fees		
Landscape/Parking Plan Review and 1 Inspection	\$414.00	
Landscape Bond Agreement Preparation + Hourly Over 2 Hours	\$276.00	
* Except as otherwise specified, all services in this Section		
which are charged at an hourly rate are 1 hour minimum and		
charged in half hour increments thereafter.		
Public Works/County Surveyor Hourly Rate	\$138.00/hour	\$147.00/hour

Attachment "A" Page 3 of 3

Parks - Code Section 13.20.700

	BEGINNING	BEGINNING
NAME OF FEE	July 1, 2013	July 1, 2014
Reserved Daytime Use, Overnight Camping or Organized Events	Per Resolution	
Reserved Daytime Ose, Overnight Camping of Organized Events	FOI NOSUILION	
Hammon Grove Park, Reserved Daytime Use, Overnight	Per-Resolution	
Camping or Organized Events and Other Fees		
Hamman Craya Dark, Alashalia Dayayaya Dayait	Don Donalistian	
Hammon Grove Park, Alcoholic Beverage Permit	Per Resolution	
Hammon Grove & Sycamore Ranch Day Use & Picnic Area		
Package A - 1/2 of Large BBQ and 4 Tables @ Ham. (up to 4 hours)		\$25.00
Package B - 1/2 of Large BBQ and 4 Tables @ Ham. (full day)		\$50.00
Package C - Entire BBQ and Stage Area, 9 Tables @ Ham. (up to 4 hours)		\$60.00
Package D - Entire BBQ and Stage Area, 9 Tables @ Ham. (full day)		\$120.00
Package E - Small Gazebo, BBQ and Tables @ Syc. (full day)		\$80.00
Package F - Large Gazebo, BBQ and Tables @ Syc. (full day)		\$120.00
Electricity for Packages		\$25.00
December December (consistent)		
Sycamore Ranch Campsites (per night)		#0F 00
Individual Site		\$25.00 \$250.00
Group Site A (72 person capacity along Dry Creek)		
Group Site B (60 person capacity)		\$200.00
Group Site C (60 person capacity)		\$200.00
Group Site D (20 person capacity along Dry Creek)		\$75.00
Special Events in Hammon Grove or Sycamore Ranch		Actual Costs
Actual costs will be determined by the PW Director based on extent of		
use and potential lost revenues from campsites and/or picnic area.		
Annual Vendor Permit	\$400.00 per year	\$400.00 per year
Annual vendor Permit	\$400.00 per year	ф400.00 рег year

ORDINANCE	NO
AN ORDINANCE REPEALING AND RE YUBA COUNTY CONSOLIDATED FEE ORDINA	-ENACTING AS AMENDED CHAPTER 13.20 OF THE
passed and adopted by the Board of Supervis	sting of three (3) sections was duly and regularly cors of the County of Yuba, State of California, at a held on day of
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Chairman of the Board of Supervisors of the County of Yuba, State of California
ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors	
Ву:	
	APPROVED AS TO FORM ANGIL MORRIS-JONES:
	Ву:

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THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

- **Section 1.** This ordinance shall take effect sixty (60) days after its passage, and shall become operative and in full force on July 1, 2014 and before the expiration of thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.
- **Section 2.** Sections 13.20.100, 13.20.200, 13.20.300, 13.20.400, 13.20.500, 13.20.600, and 13.20.700 of Chapter 13.20 of Title XIII of the Yuba County Consolidated Fee Ordinance Code, which constitute Chapter 13.20 in its entirety, are hereby repealed and reenacted in their entirety to read as reflected in Attachment "A", hereto and by this reference are incorporated herein as though set forth in full.
- **Section 3.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Community Development & Services Agency General Fees - Code Section 13.20.100

NAME OF FEE	BEGINNING July 1, 2014
Standard Page Sizes (8-1/2"x11" - 14") B&W	\$0.25/per sheet
Standard Page Sizes (8-1/2"x11" - 14") Color	\$1.00/per sheet
Page Sizes (11"x17") B&W	\$0.50/per sheet
Page Sizes (11"x17") Color	\$2.00/per sheet
Page Sizes (18"x24")	\$5.00/sheet
Page Sizes (24"x36") and larger	\$10.00/sheet
Reproduction Not Done in Office	Actual Cost
Audio Provided on CD	\$15.00
Electronic Data Request (existing data provided via email, add \$10 to place on CD)	\$2.00 per attachment
County Counsel or Special Counsel Fees	Actual Cost
Recording Processing Fee	\$73.50
(Does not incl. costs to create document nor Recorder's Fees)	
CDSA Support & Technology Surcharge (excludes outside fees & impact fees)	6% on all fees
	collected by CDSA
Returned Check Fee	\$35.00
Cash Deposit - Temporary Use	\$1,000.00
Cash Deposit - Deferred Improvements	Deposit corresponds
	w/ value of imp.
Processing Refund of Cash Deposit Fee (whichever is greater)	\$147 or 10% of Deposit
Deferred Improvement Agreement (single family residential)	\$294.00
Deferred Improvement Agreement (all other uses)	\$588.00
Unverified Complaint Response Fee	Hourly Rate by Division
(charged upon 2nd time of unverified complaint from same person)	
Appeal of Determinations to Board of Supervisors (moved from Planning)	\$50 Clerk of the Board \$588 to CDSA
For CDSA permits required to correct work performed or	
operations that occurred subsequent to notification by	
CDSA of the violation, the permit fees shall be twice the	
standard rate. Repeat violators or violations shall be	
three times the standard rate and no prior notification	
is required.	
Annual Permits 2 Payment Option:	
Must notify County in advance of due date and pay at least half of fee	Fee + 10%
prior to due date and remainder within 6 months of due date, total fee	
will be increased by 10% with 2 Payment Option.	

Community Development & Services Agency General Fees - Code Section 13.20.100

NAME OF FEE	BEGINNING July 1, 2014
Penalties for Late Payment:	
25% if paid 5-30 days past due	
Beyond 30 days, 50% plus enforcement costs.	
For returned checks, due date is date of original payment.	
Request for Waiver of Penalties:	
Written request must be presented to the CDSA Director for consideration	
within 30 days for penalty being assessed. Consideration	
will be given to amount of penalty and option to allow a	
structured repayment plan with interest on past due amount	
assessed at rate of 1.5% per month.	
Permit applications withdrawn, by the applicant or by staff	
due to inactivity, will have 30 days for the Applicant to request in	
writing a refund of the unused portion of the permit fees/deposits,	
less a 10% processing fee, or they will be forfeited.	
No refunds will be issued once a project has been set for hearing.	
Refunds for Building fees shall be per Section 13.20.200.	
All other service requests not specifically identifed in the	
fee schedule shall be charged at the applicable Division's hourly rate.	
All reproduction requests less than \$1 in value may be waived due	
to processing cost exceeding value of service.	
In the event of the failure of the owner of a development	
project to pay in full a fee or fees payable under Chapter	
13.20, County may place and record a lien upon subject	
property in the amount of the unpaid fees. (Ord. No. 1459a)	
Enforcement actions resulting in collection/storage of	Actual Cost
materials or equipment.	

NAME OF FEE	UNIT	BEGINNING July 1, 2014
Processing/Intake Fee (Applies to all permits unless noted)	each	\$110.25
Recorded Document Preparation	each	\$147.00
Deferred Submittal	each	\$147.00
Application Renwal	each	\$147.00
Manufactured Home/Commerical Coach (Utility Hook Up included)	each	\$1,029.00
Manufactured Home, Foundation	each	\$367.50
Temporary Trailer (Elec Hook Up included)	each	\$441.00
Prefabricated/Prebuilt Accessory Structure up to 400 s.f.	up to 400 s.f.	\$294.00
No Services/Utilities (Residential and Ag)		
Awning, Patio Cover, Carport, Decks, etc.	up to 300 s.f.	\$294.00
Each additional 100 sq. ft.	ea add'l 100 s.f.	\$73.50
Residential Remodel - up to 300 sq. ft.	up to 300 s.f.	\$367.50
Each additional 100 sq. ft.	each 100 s.f.	\$110.25
Residential Rehabilitation/Repair	up to 50 l.f.	\$220.50
(dry rot, siding, etc., each discipline)		
Each additional 50 l.f.	ea add'l 50 l.f.	\$36.75
Non-Residential Repair/Small TI - PC not included, up to 200 sq. ft.	each	\$294.00
Non-Residential Repair/Small TI - PC not included, 201 to 500 sq. ft.	each	\$588.00
Re-roof (roofing material only) First 10 Squares	first 10 squares	\$147.00
Additional 10 squares	ea add'l 10 squ	\$73.50
Re-roof (roof material and sheathing) First 10 Squares	first 10 squares	\$220.50
Additional 10 squares	ea add'l 10 squ	\$73.50
Roof Structure Replacement (includes Re-roof w/ sheathing)	up to 500 s.f.	\$367.50
Each additional 100 sq. ft.	each 100 s.f.	\$73.50
Window or Sliding Glass Door - Replacement/Retrofit	first 10	\$147.00
Each additional after 10 Windows	each add'l	\$14.70
Fireplace		
Masonry	each	\$404.25
Pre-Fabricated/Metal/Factory Made	each	\$220.50
Mechanical Apparatus Replacement	each	\$73.50
Residential HVAC (complete system incl. furnace, a/c	each	\$110.25
unit and duct work)		
Non-Residential HVAC Repair, 1 hr. minimum	hourly	\$147.00
Type I or Type II Commercial Kitchen Hood	each	\$73.50
Plumbing Apparatus Replacement	each	\$73.50
Waste Grease Trap and/or Interceptor	each	\$36.75
Installation, alteration, or repair of piping	each	\$36.75

	I IAUT	BEGINNING
NAME OF FEE	UNIT	July 1, 2014
Electrical Apparatus Replacement	each	\$73.50
Services/sub panels up to 200 amperes in rating	each	\$36.75
Services/sub panels 200 to 1000 amperes in rating	each	\$73.50
Services/sub panels over 1000 amperes in rating	each	\$147.00
Motors, 1/4 hr. minimum	hourly	\$36.75
metere, in this minimum	nouny	
Water Heater Replacement (no processing fee)	each	\$73.50
Reconnect Gas and/or Elec. Service (no processing fee)	each	\$73.50
,		
Photovoltaic/Solar, Roof Mount (Residential)	each	\$220.50
Photovoltaic/Solar, Ground Mount (Residential)	each	\$441.00
Photovoltaic/Solar, Roof Mount (Non-Residential)	each	\$735.00
Photovoltaic/Solar, Ground Mount (Non Residential)	each	\$1,176.00
Antenna/Cell Tower/Windmill - new	each	\$588.00
Antenna/Cell Tower/Windmill - replacement/add. apparatus	each	\$294.00
Signs (no electric)	each	\$257.25
Signs (with electric)	each	\$294.00
Each additional sign on same permit (all types)	each	\$73.50
Spa or Hot Tub (Pre-fabricated- Above Ground)	each	\$147.00
Swimming Pool		
Vinyl-lined	each	\$294.00
Fiberglass	each	\$330.75
Gunite	each	\$624.75
Public pool	each	\$882.00
Tank - Above Ground	each	\$404.25
Tank - Below Ground	each	<u>\$5</u> 14.50
Fence (non masonry) greater than 7 feet in height	up to 100 l.f.	\$220.50
Each additional 100 l.f.	ea add'l 100 l.f.	\$73.50
Fence (masonry) / Retaining Wall (all types)	up to 50 l.f.	\$367.50
Each additional 50 l.f.	ea add'l 50 l.f.	\$73.50
Grading Review associated with a building permit, Building inspects	each	\$147.00
(when less than 1 acre, no more than 2' fill/cut and 50 cubic yards)		Ψ1-11.00
(Which loss than I dole, no more than 2 inflort and 50 cubic yards)		
Change of Ownership	each	\$220.50
Change of Tenant	each	\$294.00
Occupancy Permit	each	\$294.00
Demolition/Removal	each	\$294.00

NAME OF FEE	UNIT	BEGINNING July 1, 2014
Duplicate/Replacement Job Card (no processing fee)	each	\$36.75
Fire Sprinkler Processing Fee	each	\$147.00
Fire Sprinkler Inspection (residential)	each	\$220.50
Fire Sprinkler Inspection (non-residential), 2 hr. min.	hourly	\$294.00
Fire Sprinkler Plan Check (sent to outside consultant)	each	Actual Cost
Residential Fire Safe Inspections (pre & post construction)	each	\$294.00
Plan Check, 1 hr. minimum	hourly	\$147.00
Plan Change, 1 hr. minimum	hourly	\$147.00
Third Party Plan Check (outside plan check)	each	Actual Cost
Inspection, 1 hr. minimum	hourly	\$147.00
Business License Inspection Fee (no processing fee)	each	\$73.50
Inspection, outside business hours, 2 hr. minimum	hourly	\$294.00
Alternate Methods & Materials Review	each	\$294.00
Land Use Entitlement Review	each	\$73.50
Building Standards Commission Fee (BSC) Strong Motion Instrument Program (SMIP) BSC & SMIP Fees are State imposed fees, and are collected as set forth by Resolution		
Stop Work Notice	each	1 Times Permit
Re-Inspection Residential	each	\$220.50
Re-Inspection Non-Residential	each	\$367.50
Permit Renewal (50% cost of permit)	each	50% Permit
Permit Reinstatement (Full cost of permit, < 5 yrs old)	each	100% Permit
* Except as otherwise specified, all services in this Section		
which are charged at an hourly rate are 1 hour minimum and		
charged in half hour increments thereafter.		
Building Department Hourly Rate	hourly	\$147.00

Fees below do not include processing or routing fees within CDSA, and fire sprinkler fees. Plan check on 3rd submittal of same issue, and 3rd inspection of same item shall be charged on a per hour basis at Dept. hourly rate.

	BEGINNING July 1, 2014		
NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	PLAN CHECK	INSPECTION	TOTAL
A - Complete incl. MP&E*			
Base Rate (up to 1,000 sq. ft.)	\$1,911.00	\$3,234.00	\$5,145.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$14.70	\$19.60	\$34.30
10,000 sq. ft.	\$3,234.00	\$4,998.00	\$8,232.00
Per 100 sq. ft. over 10,000	\$7.35	\$9.80	\$17.15
A - TI**			
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$9.28	\$18.57	\$27.85
10,000 sq. ft.	\$1,176.00	\$2,352.00	\$3,528.00
Per 100 sq. ft. over 10,000	\$3.09	\$4.64	\$7.74
B - Complete incl. MP&E*			
Base Rate (up to 1,000 sq. ft.)	\$1,911.00	\$3,528.00	\$5,439.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$14.70	\$19.60	\$34.30
10,000 sq. ft.	\$3,234.00	\$5,292.00	\$8,526.00
Per 100 sq. ft. over 10,000	\$7.35	\$9.80	\$17.15
B - TI**		·	
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$10.83	\$21.66	\$32.49
10,000 sq. ft.	\$1,323.00	\$2,646.00	\$3,969.00
Per 100 sq. ft. over 10,000	\$3.61	\$2.17	\$5.78
E - Complete incl. MP&E*	72.2.	1	,
Base Rate (up to 1,000 sq. ft.)	\$2,352.00	\$3,822.00	\$6,174.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.07	\$22.87	\$35.93
10,000 sq. ft.	\$3,528.00	\$5,880.00	\$9,408.00
Per 100 sq. ft. over 10,000	\$6.53	\$11.43	\$17.97
E - T **	40.00	41,	411101
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$13.93	\$23.21	\$37.14
10,000 sq. ft.	\$1,617.00	\$2,793.00	\$4,410.00
Per 100 sq. ft. over 10,000	\$4.64	\$5.80	\$10.44
F - Complete incl. MP&E*	ψ-1.0-1	\$0.00	• • • • • • • • • • • • • • • • • • •
Base Rate (up to 1,000 sq. ft.)	\$2,352.00	\$4,704.00	\$7,056.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.07	\$9.80	\$22.87
10,000 sq. ft.	\$3,528.00	\$5,586.00	\$9,114.00
Per 100 sq. ft. over 10,000	\$6.53	\$4.90	\$11.43
F - TI**	Ψ0.00	Ψ-1.00	Ψ11.40
	\$204.00	<u> </u>	\$882.00
Base Rate (500 sq. ft.) Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$294.00 \$17.02	\$588.00 \$26.31	\$43.33
10,000 sq. ft.	\$1,911.00	\$3,087.00	\$4,998.00
Per 100 sq. ft. over 10,000	\$4.26	\$5,067.00	\$9.52
H - Complete incl. MP&E*	Ψ4.20	ψυ.Ζυ	Ψθ.υΔ
	¢2.007.00	¢4.146.00	¢7 202 00
Base Rate (up to 1,000 sq. ft.)	\$3,087.00	\$4,116.00	\$7,203.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$14.70	\$21.23	\$35.93
10,000 sq. ft.	\$4,410.00	\$6,027.00	\$10,437.00
Per 100 sq. ft. over 10,000	\$7.35	\$10.62	\$17.97
H - TI**			

Fees below do not include processing or routing fees within CDSA, and fire sprinkler fees. Plan check on 3rd submittal of same issue, and 3rd inspection of same item shall be charged on a per hour basis at Dept. hourly rate.

submittal of same issue, and 3rd inspection of sai	BEGINNING July 1, 2014		
NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	PLAN CHECK	INSPECTION	TOTAL
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$24.76	\$29.40	\$54.16
10,000 sq. ft.	\$2,646.00	\$3,381.00	\$6,027.00
Per 100 sq. ft. over 10,000	\$4.95	\$7.35	\$12.30
M - Complete incl. MP&E*			
Base Rate (up to 1,000 sq. ft.)	\$3,234.00	\$4,410.00	\$7,644.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$22.87	\$22.87	\$45.73
10,000 sq. ft.	\$5,292.00	\$6,468.00	\$11,760.00
Per 100 sq. ft. over 10,000	\$11.43	\$11.43	\$22.87
M - TI**			
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$21.66	\$27.85	\$49.52
10,000 sq. ft.	\$2,352.00	\$3,234.00	\$5,586.00
Per 100 sq. ft. over 10,000	\$3.61	\$6.96	\$10.57
R-1 - Complete incl. MP&E*			
Base Rate (up to 1,000 sq. ft.)	\$3,087.00	\$7,497.00	\$10,584.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$24.50	\$53.90	\$78.40
10,000 sq. ft.	\$5,292.00	\$12,348.00	\$17,6 <u>4</u> 0.00
Per 100 sq. ft. over 10,000	\$22.05	\$22.05	\$44.10
R-1 - Production (Mstr Planned)			
Base Rate (up to 1,000 sq. ft.)	\$441.00	\$7,497.00	\$7,938.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$0.00	\$53.90	<u>\$53.90</u>
10,000 sq. ft.	\$441.00	\$12,348.00	\$12,789.00
Per 100 sq. ft. over 10,000	\$0.00	\$22.05	\$22.05
R-1 - TI			
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$24.76	\$27.85	\$52.61
10,000 sq. ft.	\$2,646.00	\$3,234.00	\$5,880.00
Per 100 sq. ft. over 10,000	\$22.05	\$22.05	<u>\$44.1</u> 0
R-2 - Residential Care			
Base Rate (up to 1,000 sq. ft.)	\$1,911.00	\$2 ,058.00	\$3,969.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$44.10	\$102.90	\$147.00
2,000 sq. ft.	\$2,352.00	\$3,087.00	\$5,439.00
Per 100 sq. ft. over 2,000	\$22.05	\$22.05	\$44.10
R-3 - Custom/Model			
Base Rate (up to 1,000 sq. ft.)	\$882.00	\$2,058.00	\$2,940.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$29.40	\$29.40	\$58.80
2,000 sq. ft.	\$1,176.00	\$2,352.00	\$3,528.00
Per 100 sq. ft. over 2,000	\$22.05	\$22.05	\$44.10
R-3 - Production (Mstr. Planned)			
Base Rate (up to 1,000 sq. ft.)	\$441.00	\$2,058.00	\$2,594.87
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$29.40	\$29.40
2,000 sq. ft.	\$441.00	\$2,352.00	\$2,793.00
Per 100 sq. ft. over 2,000	\$0.00	\$22.05	\$22.05
R-3 - Factory Built (offsite)			<u> </u>
Base Rate (up to 1,000 sq. ft.)	\$441.00	\$1,176.00	\$1,617 .00

Fees below do not include processing or routing fees within CDSA, and fire sprinkler fees. Plan check on 3rd submittal of same issue, and 3rd inspection of same item shall be charged on a per hour basis at Dept. hourly rate.

NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION		BEGINNING July 1, 2014		
	PLAN CHECK	INSPECTION	TOTAL	
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$29.40	\$29.40	
2,000 sq. ft.	\$441.00	\$1,470.00	\$1,911.00	
Per 100 sq. ft. over 2,000	\$0.00	\$22.05	\$22.05	
R-2 & R-3 - Additions to Existing				
Base Rate (up to 200 sq. ft.)	\$294.00	\$588.00	\$882.00	
Per 100 sq. ft. (201 to 1,999 sq. ft.)	\$49.00	\$98.00	\$147.00	
2,000 sq. ft.	\$1,176.00	\$2,352.00	\$3,528.00	
Per 100 sq. ft. over 2,000	\$22.05	\$22.05	\$110.25	
S - Complete incl. MP&E*				
Base Rate (up to 1,000 sq. ft.)	\$2,058.00	\$3,234.00	\$5,292.00	
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$16.33	\$22.87	\$39.20	
10,000 sq. ft.	\$3,528.00	\$5,292.00	\$8,820.00	
Per 100 sq. ft. over 10,000	\$8.17	\$11.43	\$19.60	
S - TI**				
Base Rate (500 sq. ft.)	\$294.00	\$588.00	\$882.00	
Per 100 sq. ft. (501 to 9,999 sq. ft.)	\$13.93	\$20.12	\$34.04	
10,000 sq. ft.	\$1,617.00	\$2,499.00	\$4,116.00	
Per 100 sq. ft. over 10,000	\$3.48	\$5.75	\$9.23	
J - Complete incl. MP&E*				
Base Rate (400 sq. ft.)	\$147.00	\$588.00	\$735.00	
Per 100 sq. ft. (401 to 1,999 sq. ft.)	\$18.38	\$36.75	\$55.13	
2,000 sq. ft.	\$441.00	\$1,176.00	\$1,617.00	
Per 100 sq. ft. over 2,000	\$9.19	\$18.38	\$27.56	
Shell - non U or R structure only				
Base Rate (up to 1,000 sq. ft.)	\$1,764.00	\$2,940.00	\$4,704.00	
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$9.80	\$22.87	\$32.67	
10,000 sq. ft.	\$2,646.00	\$4,998.00	\$7,644.00	
Per 100 sq. ft. over 10,000	\$4.90	\$11.43	\$16.33	
Concrete Tilt Up - non U or R structure only		_ ·	<u> </u>	
Base Rate (up to 1,000 sq. ft.)	\$3,675.00	\$4,263.00	\$7,938.00	
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$26.13	\$31.03	\$57.17	
10,000 sq. ft.	\$6,027.00	\$7,056.00	\$13,083.00	
Per 100 sq. ft. over 10,000	\$13.07	\$15.52	\$28.58	
			<u> </u>	
*MP&E - Mechanical, Plumbing & Electrical		-		
**TI - Tenant Improvement, multiple discipline		_		

Planning - Code Section 13.20.300

NAME OF FEE	UNIT	BEGINNING July 1, 2014
Planning Department: General Fees		Deposit Unless Noted
Division Hourly Rate	Hourly	\$147.00
Record Search	Hourly	\$147.00
Hearing Publication/Preparation for Hearing (per hearing)	Flat Fee	\$350.00
Radius List / Neighbor Notification (no hearing)	Flat Fee	\$150.00
Concurrent Processing of Planning Applications:		
Applications for two or more planning entitlements (for example: Tentative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding, Lot Line Adjustments, Certificates of Compliance		
and recording fees).		
General Plan Amendment/Change of Zone/Plan Amendment		
Fewer than 100 Residential Units or 10 acres non-residential/mixed use	27 hours + hourly	\$3,969.00
Over 100 Residential Units or 10 acres non-residential/mixed use	40 hours + hourly	\$5,880.00
Specific Plan/Area Plan/Community Plan/Master Plan	75 hours + hourly	\$11,025.00
Development Agreement	20 hours + hourly	\$2,940.00
Development Agreement Annual Review	6 hours + hourly	\$882.00
Fruite and a Parities	_	-
Environmental Review	4.5.6	#220 FO
Notice of Exemption (Categorical or Statutory Exemption)	1.5 hours + hourly	\$220.50
Environmental Review: EIR or EIS (Full Cost)	Per Contract	Per Contract
EIR Mgmt Fee (30% Deposit of EIR Cost)	Deposit + hourly	\$147.00
Mitigation Monitoring Plans: Mgmt	3 hours + hourly	\$441.00
With Planning Project/Entitlement	0.51	4007.50
Environmental Review: Initial Study + Exemption	2.5 hours + hourly	\$367.50
Environmental Review: Initial Study/Negative Declaration	7 hours + hourly	\$1,029.00
Environmental Review: Initial Study/Mitigated Negative Declaration	15 hours + hourly	\$2,205.00
No Required Planning Entitlement		
Environmental Review: Initial Study + Exemption	7 hours + hourly	\$1,029.00
Environmental Review: Initial Study/Negative Declaration	20 hours + hourly	\$2,940.00
Environmental Review: Initial Study/Mitigated Negative Declaration	35 hours + hourly	\$5,145.00
For concurrent applications, a single environmental review fee		
for the project shall be collected		
Land Division / Parcel Related	<u>-</u>	
Tentative Parcel Map	20 hours + hourly	\$2,940.00
Revise Approved TPM	6 hours + hourly	\$882.00
Tentative Subdivision Tract Map - 20 lots or less	30 hours + hourly	\$4,410.00
Tentative Subdivision Tract Map - 20 lots of less Tentative Subdivision Tract Map - 21+ lots	45 hours + hourly	\$6,615.00
Tomaste Capatriolog Tract Hap - 217 lots	to Hours - Hourry	-
Revise Approved Tentative Map (includes adding phases)	6 hours + hourly	\$882.00
Final Map & Improvement Plan Review - Parcel Map	4 hours + hourly	\$588.00

Planning - Code Section 13.20.300

NAME OF FEE	UNIT	BEGINNING July 1, 2014
Final Map & Improvement Plan Review - Subdivision Tract Map	7 hours + hourly	\$1,029.00
Lot Line Adjustment	2.5 hours + hourly	\$367.50
Reversion to Acreage	5 hours + hourly	\$735.00
Certificate of Compliance	2 hours + hourly	\$294.00
	·	
Zoning Related		
Administrative Permit/Waiver	4 hours + hourly	\$588.00
Additional fee if hearing is required (does not include legal notice)	2 hours + hourly	\$294.00
Request for Hearing	Flat Fee	\$106.52
Conditional Use Permit: Major	25 hours + hourly	\$3,675.00
Conditional Use Permit: Minor Use Permit	12 hours + hourly	\$1,764.00
Conditional Use Permit: Amendment	5 hours + hourly	\$735.00
Design Review (Individual Lot/Building)	8 hours + hourly	\$1,176.00
Master Design Review (Shopping Centers & Complexes)	18 hours + hourly	\$2,646.00
Minor Design Review (modifications & compliance review)	3 hours + hourly	\$441.00
Excavation & Surface Mining Permits	50 hours + hourly	\$7,350.00
Reclamation Plan	10 hours + hourly	\$1,470.00
Planned Unit Development (Less than 100 units or 10 acres non-residential)	20 hours + hourly	\$2,940.00
Planned Unit Development (Over 100 Units or 10 acres non-residential)	30 hours + hourly	\$4,410.00
Pre-Application Meeting (Planning Department)	hourly	\$147.00
Sign Permit Review	1 hour + hourly	\$147.00
Planned Sign Permit Program	15 hours + hourly	\$2,205.00
Temporary Use Permit	7 hours + hourly	\$1 <u>,0</u> 29.00
Temporary Use Permit Extension	0.5 hours + hourly	\$73.50
Variance: Minor/Parking/Signs	12 hours + hourly	\$1,764.00
Variance: Major	20 hours + hourly	\$2,940.00
Miscellaneous Clearances/Permits	FI . P	A=0.50
Burn Down Letter/ABC Clearance/Viable Agricultural Use/clearance forms Land Use Confirmation	Flat Fee	\$73.50
	1.5 hours + hourly	\$220.50
ABC Review Fee when Hearing is Required	6 hours + hourly	\$882.00
Noise Permit	1.5 hours + hourly	\$220.50
Business License Review	Flat Fee	\$147.00
Business License Review (Renewal)	Flat Fee	\$73.50
Extension of Time (any planning entitlement)	1.5 hours + hourly	\$220.50
Building Permit Review Fees		
Residential Structures	4.	A 447.00
Single Family Residence	1 hour + hourly	<u>\$147.00</u>

Planning - Code Section 13.20.300

NAME OF FEE	to the second se	BEGINNING July 1, 2014
Multi-Family Residential (includes 1 inspection)	4 hours + hourly	\$588.00
Residential: minor additions and accessory structures	0.5 hours + hourly	\$73.50
Non Residential Structures/Uses		
Agricultural Accessory Structure	0.5 hours + hourly	\$73.50
New Construction (includes 1 inspection)	5 hours + hourly	\$735.00
Additions or Accessory Structures	3 hours + hourly	\$367.50
Tennant Improvement Review	1.5 hours + hourly	\$220.50
Occupancy Permit	0.5 hours + hourly	\$73.50
Site Review (Per Inspection)	hourly	\$147.00
Approved Site/Plot Plan Changes/Recheck Fee	0.5 hours + hourly	\$73.50
Solar/Wind Systems		
Residential & Multifamily (per unit), roof mounted systems	0.5 hours + hourly	\$73.50
Residential & Multifamily (per unit), ground mounted systems	1 hour + hourly	\$147.00
Non Residential, roof mounted systems or agricultural equipment	1.5 hours + hourly	\$220.50
Non Residential, ground mounted systems	3.5 hours + hourly	\$514.50
Communication Facilities		
New Communication Tower	3.5 hours + hourly	\$514.50
Addition to existing Communication Tower or Structure	1.5 hours + hourly	\$220.50
Fire Safe Planning Fees		-
Wildfire Safety Plan (High & Very High Fire Risk areas)	Flat Fee	\$73.50
Fire Safe Planner	Hourly	\$147.00
Landscape Review & Inspection		
Landscape/Parking Plan Review and 1 Inspection (non-residential)	3 hours + hourly	\$441.00
Landscape Bond Agreement Preparation + Hourly Over 2 Hours	2 hours + hourly	\$294.00
* Except as otherwise specified, all services in this Section		
which are charged at an hourly rate are 1 hour minimum and		
charged in half hour increments thereafter.		

Attachment "A" Page 3 of 3

	BEGINNING
NAME OF FEE	July 1, 2014
Food Program (annual permit unless noted)	****
Restaurants - Bar Only (no food prep)	\$294.00
Restaurants - 1-49 seats	\$441.00
Restaurants - 50-149 seats	\$588.00
Restaurants - 150 or more	\$882.00
Added to restaurant base - With Bar or Market	\$147.00
Added to restaurant base - With Bar and Market	\$220.50
Added to restaurant base - With Catering Services	\$147.00
Added to restaurant base - With Satellite Facility	\$147.00
Caterer	\$441.00
Retail Markets - No food preps, only prepackaged goods	\$294.00
Retail Markets - Less than 2000 square feet	\$441.00
Retail Markets - 2000-5999 square feet	\$588.00
Retail Markets - 6000 or more square feet	\$735.00
Add each unit to retail market-butcher shop, deli, bakery, etc.	\$147/per unit
Bakery	\$441.00
Commissary Facility	\$441.00
Commissary - Verification per vehicle	\$36.75
Vehicles - Vending Vehicle (no prep)	\$294.00
Vehicles - Mobile Food Prep Unit	\$441.00
Vehicles - Produce Truck (no prep)	\$147.00
Vending Machines - Company	\$294.00
Vending Machines - Per Food Dispenser	\$14.70
Roadside Stand	\$294.00
Schools - Kitchen	\$441.00
Schools - Satellite Distribution Facility	\$294.00
Food Warehouse	\$514.50
Food Salvager	\$661.50
Food Demonstrator	\$73.50
Farmers Market	\$588.00
Bed & Breakfast	\$367.50
Temporary Food Facility	\$294.00
Ice Plant	\$294.00
Special Events - Large more than 3 vendors attendance 500+	\$441.00
Special Events - + billed hourly rate for time spent over base	\$147/hour
Special Events - Small 3 or less vendors, attendance -500	\$147.00
Incidental Food Sales from Non-Mobile Businesses	\$147.00
Amphitheatre - Food - Bar - Catering	\$3,675.00
Plan Review Food Establishment - New	\$882.00
Plan Review Food Establishment - Remodel	\$735.00
Seasonal Snack Bar	\$294.00
Small Community Farmers Market (no food prep)	\$147.00

NAME OF FEE	BEGINNING July 1, 2014
Certified Farmers Market / Temporary Food Facility	\$588.00
Public Recreation	
Public Swimming Pool/Spa/Beach (annual permit)	\$514.50
Organized Camp (annual permit)	\$514.50
Plan Review Public Swimming Pools (construction)	\$1,176.00
Plan Review Organized Camp (construction)	\$808.50
Public Water System	
Annual Surveillance Fee - 15-24 service connections	\$514.50
Annual Surveillance Fee - 25-99 service connections	\$661.50
Annual Surveillance Fee - 100-199 service connections	\$808.50
Non-Community Water System - Non Transient	\$661.50
Non-Community Water System - Transient	\$441.00
New Permit Fee - Community Water System	\$1,249.50
New Permit Fee - Non-Community Water System	\$955.50
Amended Permit Fee (all system types)	\$441.00
Ownership Change (all system types)	\$294.00
Annual Permit Fee Small System - 5-14 service connects	\$441.00
CURFFL Systems	\$220.50
All other services	\$147.00/hour
Request for Variance/Exemption/Waiver	\$147.00/hour
Enforcement Action	\$147.00/hour
Plan Review Public & Local Small Water Systems	\$147.00/hour
Dalid Mests	
Solid Waste	
Solid Waster Hauler (per vehicle or trailer)	\$73.50
Full Solid Waste Facility - Class II Site	\$5,292.00
Full Solid Waste Facility - Class III Site	\$5,292.00
Standardized Solid Waste Facility	\$3,528.00
Registration Tier	\$3,528.00
Notification Tier #1	\$294.00
Notification Tier #2	\$1,176.00
Recycling/Process Facility	\$3,528.00
Transfer Station	\$3,528.00
Abandoned/Closed Sites	\$1,176.00
Agricultural Waste Disposal Sites	\$294.00
SWF Permit Exemption	\$882.00
Ash Applications - Initial Permit Exemptions	\$735.00
Ash Applications - Annual Exemption Renewal	\$220.50
Facility Inspection not covered by permit fees	\$147.00/hour
Periodic Site Review	\$147.00/hour

North Committee and the second of the second	BEGINNING
NAME OF FEE	July 1, 2014
Preliminary Closure/Post Closure	\$147.00/hour
Final Closure/Post Closure maintenance plan review	\$147.00/hour
Joint Technical Document Review	\$147.00/hour
5 year permit review	\$147.00/hour
Permit revision/modification	\$147.00/hour
Tipping Fee	\$4.40 per ton
Sewage Disposal	
Sewage Tank Cleaning Vehicle	\$294.00
Chemical Toilet Supplier - 50 Units or less	\$294.00
Chemical Toilet Supplier - 51 Units or more	\$441.00
New or Replacement Conventional System	\$588.00
New Pressure Dosed or Engineered Systems	\$1,029.00
Minor Repair not involving leachfield	\$294.00
Major Repair of Failed System/Add to Existing Non-Failed System	\$588.00
Holding Tank (Vault System) 1st Year	\$735.00
Holding Tank (Vault System) (after 1st year) Annual Permit	\$294.00
Operating Permit Central Wastewater-Cluster 2-5 connects	\$1,617.00
Operating Permit Central Wastewater-Small 6-99 connects	\$2,205.00
Operating Permit Central Wastewater-Large > 99 connects	\$3,087.00
Individual Experimental Systems (Monitoring for 1st year)	\$588.00
Individual Experimental Systems (Monitoring after 1st year)	\$220.50
Medical Waste	
General Acute Care Hospital - 1-99 beds	\$1,176.00
General Acute Care Hospital - 100-199 beds	\$1,617.00
General Acute Care Hospital - 200-250 beds	\$2,058.00
General Acute Care Hospital - 250+ beds	\$2,646.00
Specialty Clinic Providing Surgical, Dialysis, Rehab Services	\$661.50
Skilled Nursing Facility - 1-99 beds	\$514.50
Skilled Nursing Facility - 100-199 beds	\$661.50
Skilled Nursing Facility - 200+ beds	\$808.50
Acute Psychiatric Hospital	\$367.50
Intermediate Care Facility	\$588.00
Primary Care Clinic	\$661.50
Licensed Clinical Lab	\$294.00
Health Care Service Plan Facility	\$661.50
Veterinary Clinic or Hospital	\$367.50
Large Quantity Generator Medical Office	\$367.50
Small Quantity Generator Using On-Site Treatment	\$514.50
Small Quantity Generator Administrative Review	\$147.00/hour
Initial Permit Review	\$111.00/2 yr

NAME OF FEE	BEGINNING July 1, 2014
Common Storage Facility - 1-10 generators	\$220.50
Common Storage Facility - 11-50 generators	\$514.50
Common Storage Facility - 50+ generators	\$955.50
On-Site, Large Quantity Treatment Facility	\$4,704.00/5 yrs
Limited Quantity Hauling	\$147.00/2 yrs
Wells & Soils Borings	
Water Well, Monitoring Well, Cathodic Well - New	\$441.00
Water Well, Monitor Well, Cathodic Well - Recondition/Deep (w/o new seal)	\$147.00
Water Well, Monitor Well, Cathodic Well - Destruction	\$367.50
Monitor Well, Additional	\$73.50/per well
Soil Boring or Excavation	
<4" diameter or <50' depth (each additional 0.5 hour)	\$184.00
>4" diameter or 50' to 75' depth (each additional 0.5 hour)	\$367.50
>4" diameter or >75' depth (each additional 1 hour)	\$441.00
Other Permits	
Ambulance (per vehicle)	\$147.00
Kennel/Pet Shops	\$294.00
Massage Parlor	\$294.00
Hotel/Motel	\$514.50
Plan Review Kennels & Pet Shops (construction)	\$441.00
Detention Facility	\$1,176.00
Tattooing, Permanent Cosmetics, Body Piercing	
Ear piercing Facility/ one-time registration	\$73.50
Body Art practitioner/artist	\$147.00
Body Art Facility (permanent)	\$294.00
Body Art Facility (Temporary)	\$147.00
Body Art Event Coordinator Small 3 or Less practitioners	\$147.00
Body Art Event Coordinator Large more than 3 practitioners	\$441.00
Mobile Body Art Facility	\$147.00
Body Art Facility Plan Review Fee (new)	\$367.50
Body Art Facility Plan Review Fee (Major remodel)	\$294.00
Body Art Facility Plan Review Fee (Minor remodel	\$147.00
Mobile Body Art Facility Plan Review Fee	\$147.00
Land Use (Land Use fees are initial + hourly over base)	
Land Division Septic/Well - up to 4 lots	\$441. <u>00</u>
Land Division Septic/Well - 5 or more lots (+\$35 per lot)	\$735.00
Building Department Route Slip Clearance	\$73.50
Lot Line Adjustment	\$147.00

NAME OF FEE	BEGINNING July 1, 2014
Conditional Use Permit	\$294.00
Other Land Division Sewage/Water (connecting to community system)	\$294.00
Tentative Subdivision Tract Map(connecting to community system)	\$294.00
Soil Mantle Observation	\$441.00
Temporary Use Permit & Miscellaneous Review/Services	\$147.00/hour
Plan Review/Site Review/Pre-application review fees	\$147.00/hour
Other Services & Fees	
Field Sample	Lab cost+\$220.50
Bring-In Water Sample	Lab cost + \$36.75
Plan Review/Site Review	\$147.00/hour
Administrative, Permit Suspension, Revocation Hearings	\$441.00
Administrative time for enforcement activities	\$147.00/hour
All Reinspections	\$147.00/hour
Verified Complaint	\$147.00/hour
Variance/Exemption/Waiver Request - per hour (1/2 hr min)	\$147.00/hour
Consultations (per hour)	\$147.00/hour
Permit Transfers not Prohibited by State Law	\$147.00/hour
EIR Review/CEQA Document (per hour)	\$147.00/hour
All other document reviews, site reviews or any other service	\$147.00/hour
Release of Recorded Documents (Hourly plus document fee)	\$147.00/hour
Hazardous Materials	
Farm Category I	\$220.50
Farm Category II	\$294.00
Farm Category III	\$367.50
Farm Category IV	\$514.50
Business Category I	\$220.50
Business Category II	\$294.00
Business Category III	\$367.50
Business Category IV	\$514.50
Business Category V	\$294.00
Business Category VI	\$110.78
CESQG - Not in BP	\$220.50
Hazardous Waste - Small Quantity Generator	\$220.50
Hazardous Waste - Large Quantity Generator	\$294.00
Tiered Permit - CA PBR	\$220.50
Tiered Permit - CESW, CESQT, CEL	\$220.50
Permit to Operate (issuance only) includes one tank	\$514.50
Permit to Operate (each additional tank)	\$73.50
Plan Check Install UST	\$1,764.00
Tank Removal - Three Tanks	\$1,102.50

NAME OF FEE	BEGINNING July 1, 2014
Tank Removal each additional over 3 tanks	\$147.00
Minor Tank Repair	\$294.00
Modify Tank Repair - Small Project	\$808.50
Modify Tank Repair - Large Project	\$1,396.50
Tank Closure in Place	\$1,102.50
Temporary Tank Closure	\$441.00
RMP Cal ARP (initial review)	\$1,764.00
RMP Cal ARP (annual review)	\$367.50
Facility List	\$36.75
Building Inspector Route Slip Clear Project	\$36.75
Haz Mat Response per hour	\$147.00
Reinspection (per hour, over base fee)	\$147.00
Consultation per hour	\$147.00
Compliance/Follow Up (per hour)	\$147.00
Business Plan - Initial Application	\$441.00
UST (First Tank)	\$367.50
UST (Each Additional Tank)	\$73.50
Transfer UST Permit	\$514.50
Amend UST Permit	\$220.50
APSA Conditionally Exempt	\$73.50
APSA Qualified Facility	\$294.00
APSA Non-Qualified - Category I	\$441.00
APSA Non-Qualified - Category II	\$588.00
APSA Non-Qualified - Category III	\$1,029.00
* Except as otherwise specified, all services in this Section	
which are charged at an hourly rate are 1 hour minimum and	
charged in half hour increments thereafter.	
Environmental Health Division: General Fees	
Hourly Rate	\$147.00/hour

Code Enforcement - Code Section 13.20.500

NAME OF FEE	BEGINNING July 1, 2014
Department Hourly Rate	\$147.00
Notice & Order to Abate Public Nuisance	\$1,470.00
Cost Accounting Hearing Before Board of Supervisors	\$1,470.00
Vehicle Release Authorization	\$294.00
Abatement - County Performed (Actual Costs - Includes staff time, materials, outside vendors,	Actual Cost
any applicable penalties, and a 10% processing fee on entire amount)	
Public Nuisance - Appeal Hearing (Administrative Law Judge) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$4,116.00
Relocation Assistance - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,470.00 Deposit
Vehicle Nuisance Abatement - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,470.00 Deposit
Vehicle Abatement Post Storage - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,470.00 Deposit
Administrative Citation - Appeal Hearing (Deposit) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	Amount of Citation
Recorded Document Preparation (Does not incl. CDSA Recording Processing Fee nor Recorder's fees)	\$147.00
Except as otherwise specified, all services in this Section which are charged at an hourly rate are 1 hour minimum and charged in quarter hour increments thereafter.	

	BEGINNING
NAME OF FEE	July 1, 2014
Project or Application Review	
Temporary Use Permit	\$294.00
Variance	\$294.00
Environmental Impact Report Review	\$147.00/hour
General Plan Amendment/Zone Change	\$147.00/hour
Tentative Parcel Map	\$882.00
Tentative Subdivision Tract Map	\$1,470.00
Revised Approved Tentative Parcel Map	\$294.00
Revised Approved Tentative Subdivision Map	\$367.50
Tentative Parcel/Subdivision Tract Map Extensions	\$147.00
Lot Line Adjustment	\$588.00
Lot Line Adjustment Additional Charge	
(when legality of parcel is in question)	\$294.00
Certificate of Compliance	\$588.00
Reversion to Acreage/Merger	\$441.00
Conditional Use Permit + Hourly over 2 hours	\$294.00
Specific Plan	\$147.00/hour
Waiver	\$441.00
-	
Project Checking	
Parcel Map (plus additional \$147/sheet exceeding 2 sheets)	\$1,617.00
Tract Map/Condominium (plus additional \$147/sheet exceeding 2 sheets)	\$3,087.00
Record of Survey (plus additional \$147/sheet exceeding 2 sheets)	\$367.50
Lot Line Adjustment	\$588.00
Reversion to Acreage/Merger	\$1,029.00
LAFCO Appeal Description/Plat	\$294.00
Records Search (Hourly Rate)	\$147.00/hour
Subdivision/Parcel Map Agreement	\$735.00
, , ,	,
Improvement Plan Checking	
X% of Preliminary Engineer's Estimate for Initial Fee	1.5%, \$1,470 min.
(plus \$147/hour if initial fee amount is exceeded)	
Inspection Fees	
X% of Preliminary Engineer's Estimate for Initial Fee	2.5%, \$588 min.
(plus \$147/hour if initial fee amount is exceeded)	
April 7 - Trinosi ii iiiissi too siirasiii lo oxoodaasi	-
Building Permits	
Building Permit Application Review - new const, additions, remodels > 50%	\$36.75
Grading Permit	
Plan Check, up to 1,000 CY	\$294.00
Plan Check, 1,001 to 10,000 CY	\$588.00
Plan Check, greater than 10,000 CY	\$1,176.00

	BEGINNING
NAME OF FEE	July 1, 2014
Permit, up to 1,000 CY	\$294.00
Permit, 1,001 to 10,000 CY	\$441.00
Permit, 10,001 to 100,000 CY	\$882.00
Permit, greater than 100,000 CY (Each add'l 10,000 CY)	\$882.00 + \$73.50/10K CY
Permit (when included with improvement plans)	\$147.00
Import/Export Material Fee	Measure D Rate
SWPPP Fee - Grading Review or GP associated with a SFR building permit	\$73.50
SWPPP Fee - Grading Permits, up to 1,000 CY	\$294.00
SWPPP Fee - Grading Permits, greater than 1,000 CY	\$588.00
Encroachment Permits	
Driveway/Roadway Encroachment Permit (includes up to 2 inspections)	\$220.50
Minor Upgrade to Existing Encroachment Permit (includes 1 inspection)	\$147.00
Commercial/Utility Encroachment Permit (single, incl. up to 3 inspections)	\$294.00
Encroachment Permit, Additional Inspections (each)	\$73.50
Annual Utility Encroachment Permit	\$2,058.00
Road Closure Fees	
Daytime Closure	\$70.00/hour
24-Hour Closure	\$2,400.00/day
Abandonments	
Application	\$735.00
Advertisement Costs	\$372.83
Flood Plain Administration	<u> </u>
Elevation Certificate	\$294.00
CLOMR/LOMR Individually or Combined	\$735.00
Flood Plain Verification (Department of Real Estate)	\$147.00
Transportation Permits	
Single Trip Permit	\$16.00
House Moving Permit	\$66.00
Annual Blanket Permit	\$90.00
Parade Permit	\$147.00
Parking Permit	\$11.00
Road Damage Fees	
Road Damage Repair Costs	Actual Cost
Signs	
Street Name/Application-Approval/Change of Name	\$441.00

NAME OF FEE	BEGINNING July 1, 2014
Street Name or Stop Sign (Installed by County)	\$250.00
Combination Street/Stop Sign (Installed by County)	\$300.00
Street Name Sign Only	\$100.00
Stop Sign Only	\$75.00
Other Signs	Actual Cost
Miscellaneous Reviews/Reports/Correspondence	
Reviews, Reports, Correspondence (Hourly Rate)	\$147.00/hour
Filing and Indexing Fees	
Record of Survey - Maps, Final Maps (\$2.00 ea addl sheet)	\$9.00/sheet
Corner Records, Certs of Correction (\$3.00 ea addl page)	\$14.00/page
Terminal Access Route	
Application & Installation	Actual Cost
Stormwater Regulatory Costs	Per Resolution
* Except as otherwise specified, all services in this Section	
which are charged at an hourly rate are 1 hour minimum and	
charged in half hour increments thereafter.	
Public Works/County Surveyor Hourly Rate	\$147.00/hour

Parks - Code Section 13.20.700

NAME OF FEE	BEGINNING July 1, 2014
Hammon Grove & Sycamore Ranch Day Use & Picnic Area	207.00
Package A - 1/2 of Large BBQ and 4 Tables @ Ham. (up to 4 hours)	\$25.00
Package B - 1/2 of Large BBQ and 4 Tables @ Ham. (full day)	\$50.00
Package C - Entire BBQ and Stage Area, 9 Tables @ Ham. (up to 4 hours)	\$60.00
Package D - Entire BBQ and Stage Area, 9 Tables @ Ham. (full day)	\$120.00
Package E - Small Gazebo, BBQ and Tables @ Syc. (full day)	\$80.00
Package F - Large Gazebo, BBQ and Tables @ Syc. (full day)	\$120.00
Electricity for Packages	\$25.00
Sycamore Ranch Campsites (per night)	
Individual Site	\$25.00
Group Site A (72 person capacity along Dry Creek)	\$250.00
Group Site B (60 person capacity)	\$200.00
Group Site C (60 person capacity)	\$200.00
Group Site D (20 person capacity along Dry Creek)	\$75.00
Special Events in Hammon Grove or Sycamore Ranch	Actual Costs
Actual costs will be determined by the PW Director based on extent of	
use and potential lost revenues from campsites and/or picnic area.	
Annual Vendor Permit	\$400.00 per year

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424 915 8th Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us



BUILDING 749-5440 • Fax749-5616

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA 749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES

PLANNING 749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR 749-5420 • Fax 749-5424

To: Land Use and Public Works Committee

From: Kevin Mallen, CDSA Director

Date: March 25, 2014

Subject: Updating Countywide Development Impact Fees

Recommendation:

Consider the attached ordinance repealing and reenacting as amended Chapter 13.50 of the Yuba County Consolidated Fee Ordinance Code relating to Countywide Development Impact Fees to become operative on July 1, 2014.

Background/Discussion:

Yuba County's current development impact fees (also referred to as Countywide Capital Facilities Fees) are based on a nexus study and associated ordinance adopted by the Board of Supervisors in 2004 and was an update of the County's initial impact fees that began in 1992. Development impact fees are a common mechanism utilized by local governments in California to fund the expansion of facilities and infrastructure to accommodate new development in order to minimize impacts to existing residences and businesses.

On December 17, 2013, the Board of Supervisors received information on the preliminary findings of the proposed development impact fee update. Discussion included an overview of the necessity of impact fees, purposes for which impact fees have been collected to date and projects completed, planned residential and non-residential growth and the associated needed expansion of County facilities and infrastructure, and changes to current administrative processes to improve facilitation of the impact fee program. As a result of the discussion, the Board provided staff input on the various topic areas and also asked staff to solicit input from the Yuba County Economic Development Advisory Committee.

On January 17, 2014, staff presented the Yuba County Economic Development Advisory Committee with information on impact fees and the proposed update. Upon receiving the information, the Committee was able to better understand the necessity of impact fees to reduce impacts to existing residences and businesses. Then the Committee moved on to a discussion on how variations of development impact fee collections could be utilized in economic development incentives. For example, the Committee discussed the timing of collection of impact fees, which is currently an economic development "tool" the Board is utilizing through the establishment of Chapter 13.80 by deferring collection of the fee to final inspection. The proposed ordinance takes this recommendation from the Committee and makes collection of the fee at final inspection versus issuance of the permit the standard practice and not something that is only offered for a limited time period.

The attached proposed ordinance and associated Development Impact Fee Justification Study (nexus study) is a compilation of the input received to date and is a best attempt to balance the County's future infrastructure needs associated with maintaining levels of service and quality of life with the County's goals of minimizing general fund impacts and encouraging economic development. Below are the proposed fee amounts contained in the proposed ordinance.

Development Impact Fee - Unincorporated Areas

Land Use Type	Amount
Single Family Residential	\$3.57 per sq. ft.
Multi-Family Residential	\$3.57 per sq. ft.
Commercial	\$3.70 per sq. ft.
Office/Institutional	\$3.50 per sq. ft.
Industrial	\$1.30 per sq. ft.
Agricultural	\$0.71 per sq. ft.

Development Impact Fee - Incorporated Areas

Land Use Type	Amount
Single Family Residential	\$0.85 per sq. ft.
Multi-Family Residential	\$0.85 per sq. ft.
Commercial	\$0.57 per sq. ft.
Office/Institutional	\$0.45 per sq. ft.
Industrial	\$0.22 per sq. ft.
Agricultural	\$0.15 per sq. ft.

Development Impact - Drainage Fee - South Yuba Master Plan

Land Use Type	Amount
Single Family Residential	\$1,429 per unit
Multi-Family Residential	\$715 per unit
Commercial	\$1.29 per sq. ft.
Office/Institutional	\$1.29 per sq. ft.

Fiscal Impact:

Adoption of development impact fees at the levels recommended in the Development Impact Fee Justification Study are necessary to mitigate the costs of impacts associated with new development that would otherwise potentially become a general fund obligation.

Attachments:

Ordinance repealing and reenacting as amended Chapter 13.50

ORDINANCE	NO
AN ORDINANCE REPEALING AND RE YUBA COUNTY CONSOLIDATED FEE ORDINA	E-ENACTING AS AMENDED CHAPTER 13.50 OF THE ANCE
passed and adopted by the Board of Supervis	isting of three (3) sections was duly and regularly sors of the County of Yuba, State of California, at a held on day of
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Chairman of the Board of Supervisors of the County of Yuba, State of California
ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors	
Ву:	
	APPROVED AS TO FORM ANGIL MORRIS-JONES:
	Ву:

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect sixty (60) days after its passage, and shall become operative and in full force on July 1, 2014 and before the expiration of thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Chapter 13.50 of Title XIII of the Yuba County Consolidated Fee Ordinance Code, is hereby repealed and reenacted in its entirety to read as follows:

CHAPTER 13.50

COUNTYWIDE DEVELOPMENT IMPACT FEES

Sections:

13.50.010	General Provisions
13.50.020	Adoption of Studies
13.50.030	Establishment of Fees
13.50.040	Deposit of Fees in Trust
13.50.050	Protests and Appeals
13.50.060	Administration
13.50.070	Enforcement

13.50.010 General Provisions.

- a) Authority. This Chapter is adopted under and pursuant to the provisions of, but not necessarily limited to, Chapter 5 (commencing with Section 66000) of Division 1 of Title 7 of the California Government Code.
- b) *Findings*. The Board of Supervisors of Yuba County, after review of the record and consideration of testimony and evidence presented at a public hearing, hereby finds and declares:
 - 1. The Yuba County General Plan envisions future residential and non-residential development in the unincorporated areas of the County as well as recognizes future residential and non-residential development in the incorporated areas of Wheatland and Marysville.

- 2. New residential and non-residential development will generate additional residents and employees who will require additional public facilities provided by Yuba County.
- 3. A reasonable relationship exists between the need for County public facilities and the type of development projects on which the Development Impact Fees are imposed as indicated by the Development Impact Fee Justification Study. Development Impact Fees collected from each new development will generate revenue, which is necessary to offset development's impacts to the County's facilities.
- 4. A reasonable relationship exists between the use of Development Impact Fees and the type of development project on which the Fee is imposed as indicated by the Development Impact Fee Justification Study. Development Impact Fees collected will be used for the acquisition, installation, and construction of the public facilities identified on the Needs list contained in the Development Impact Fee Justification Study.
- 5. A reasonable relationship exists between the amount of the Development Impact Fee and the cost of the public facilities attributable to the development on which the Fee is imposed as indicated by the Development Impact Fee Justification Study. The method of allocation of the respective Fees to a particular development project bears a fair relationship, and is roughly proportional to, the development project's burden on, and benefits from, public facilities to be funded by the Development Impact Fees.
- 6. The adoption of the ordinance from which this Chapter is derived is statutorily exempt from the California Environmental Quality Act (CEQA) and the CEQA Guidelines under Section 15273(a), including Section 15273(a)(4).
- 7. The Development Impact Fees collected will be placed in an individual interest bearing account established for the purpose of tracking the Fee revenue and expenses separately.
- 8. The unspent Development Impact Fees collected under the previous impact fee nexus study and held in various trust funds at the time this Chapter takes effect, continue to be needed for the intended purposes for which they were originally collected and shall be incorporated into the applicable categories and trust funds associated with the Development Impact Fee Justification Study and be available for use to meet the needs identified in the Development Impact Fee Justification Study.

13.50.020 Adoption of Studies.

After review and public hearing, the Board of Supervisors of Yuba County hereby adopts the

Development Impact Fee Justification Study as reflected in Attachment "A," attached hereto and incorporated herein.

13.50.030 Establishment of Fees.

a) Development Impact Fees are hereby established beginning July 1, 2014, as more particularly set forth below:

Development Impact Fee - Unincorporated Areas

Land Use Type	Amount
Single Family Residential	\$3.57 per sq. ft.
Multi-Family Residential	\$3.57 per sq. ft.
Commercial	\$3.70 per sq. ft.
Office/Institutional	\$3.50 per sq. ft.
Industrial	\$1.30 per sq. ft.
Agricultural	\$0.71 per sq. ft.

Development Impact Fee - Incorporated Areas

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Land Use Type	Amount	
Single Family Residential	\$0.85 per sq. ft.	
Multi-Family Residential	\$0.85 per sq. ft.	
Commercial	\$0.57 per sq. ft.	
Office/Institutional	\$0.45 per sq. ft.	
Industrial	\$0.22 per sq. ft.	
Agricultural	\$0.15 per sq. ft.	

Drainage Fees - South Yuba Master Plan

Land Use Type Amount	
Single Family Residential	\$1,429 per unit
Multi-Family Residential	\$715 per unit
Commercial	\$1.29 per sq. ft.
Office/Institutional	\$1.29 per sq. ft.

1. Development Impact Fees shall be charged on all new buildings allowing occupancy or expanded square footage of existing buildings allowing occupancy, on the applicable portion of all new uses or expansion of existing uses that

- require a conditional use permit or administrative permit, and on the applicable portion of a building's or parcel's change in use that is a different Land Use Type category than what was in existence on July 1, 2014, unless directed otherwise pursuant to this Chapter.
- 2. Drainage Fees shall be charged on all new buildings or expanded square footage of existing buildings and on the applicable portion of all new uses or expansion of existing uses that increases surface water discharge off the parcel, unless directed otherwise pursuant to this Chapter, within the South Yuba Drainage Master Plan area of benefit as depicted in Attachment "B," attached hereto and incorporated herein.
- 3. Development Impact Fees and Drainage Fees shall be calculated at the time of issuance of the building permit of a building that triggers collection of the fee and shall be collected prior to the final inspection of said building permit. For shell buildings wherein occupancy is not allowed until tenant improvements are completed, the Development Impact Fees shall be calculated at the time of issuance of the tenant improvement permit and collected prior to final inspection. In instances where a new use or expansion of an existing use is triggering collection and no building permit is required, as outlined in Section 13.50.030(a)(11), then the Fees shall be calculated and collected prior to effectuating the applicable permit from the Community Development and Services Agency.
- 4. Development Impact Fees and Drainage Fees shall be calculated based on use, with a best fit into one of the applicable Land Use Type fee categories. In instances where a determination on use category is needed, the Community Development and Services Agency Director will determine which Land Use Type category is most appropriate and the applicable amount of square footage.
- 5. Development Impact Fees shall be collected on all new single family residences and additional square footage to existing residences, and is based on the Single Family Residential Land Use Type per square foot fee multiplied by the conditioned square footage up to a maximum of 2,000 square feet.
- 6. Development Impact Fees shall be collected on each new multi-family unit and additional square footage to each existing multi-family unit, and is based on the Multi Family Residential Land Use Type fee per square foot multiplied by the conditioned square footage up to a maximum of 1,200 square feet.
- 7. Development Impact Fees shall be collected on all new buildings, and additional square footage to existing buildings, determined to fall within the Commercial Land Use Type described in this Chapter and is based on the Commercial fee per square foot multiplied by the new enclosed square footage of building.
- 8. Development Impact Fees shall be collected on all new buildings, and additional square footage to existing buildings, determined to fall within the Office/Institutional Land Use Type described in this Chapter and is based on the

- Office/Institutional fee per square foot multiplied by the new enclosed square footage of building.
- 9. Development Impact Fees shall be collected on all new buildings, and additional square footage to existing buildings, determined to fall within the Industrial Land Use Type described in this Chapter and is based on the Industrial fee per square foot multiplied by the new enclosed square footage of building.
- 10. Development Impact Fees shall be collected on all new buildings, and additional square footage to existing buildings, determined to fall within the Agricultural Land Use Type described in this Chapter and is based on the Agricultural fee per square foot multiplied by the new enclosed square footage of building.
- 11. Development Impact Fees and Drainage Fees shall be collected on new or expansion of existing non-residential uses wherein the use occurs within an unenclosed structure and/or outdoors. An equivalent intensity of use based on trip generation and/or service population, and drainage runoff for Drainage Fees, shall be determined by the Community Development and Services Agency Director to determine which Land Use Type category is most appropriate and the applicable amount of equivalent square footage. Examples include but are not limited to, lumber yards, nurseries, salvage yards, towing facilities, and truss manufacturing.
- 12. Development Impact Fees may not be collected on buildings accessory to a legally established residence, as determined by the Community Development and Services Agency's Planning Director.
- 13. Development Impact Fees and Drainage Fees shall not be collected on governmental facilities.

13.50.040 Deposit of Fees in Trust.

Each component of the Development Impact Fees and the Drainage Fees received by the County shall be deposited into separate trust funds in a manner to avoid any co-mingling of the Fees with other revenues and funds of the County, except for temporary investments, and expended solely for the purposes for which the Fees were collected. Any interest income earned by monies in any such trust fund shall also be deposited into such trust fund and shall be expended only for the purpose for which the Fee was originally collected. Establishment of trust funds shall be for the following categories identified in Development Impact Fee Justification Study: Transportation, Law Enforcement, General Government, Quality of Life (combines the previously separate Library trust fund with Parks and Recreation), Health and Social Services, Criminal Justice, and Drainage.

13.50.050 Protests and Appeals.

a) Any party may protest the imposition of Fees covered by this Chapter by meeting both of the following requirements:

- 1. Tendering the Development Impact Fee and/or Drainage Fee payment, as determined by the Community Development and Services Agency Director, in full and pay any applicable appeal fees in effect pursuant to Title 13 of this Code.
- 2. Serving written notice to the Clerk of the Board of Supervisors, which notice shall contain all the following information:
 - a. A statement that the required payment is tendered under protest.
 - b. A statement informing the Board of Supervisors of the factual elements of dispute and the legal theory or theories forming the basis for the protest.
- b) A protest filed in accordance with this Section shall be filed within 10 days after the date the permit was issued that resulted in the imposition of the fee. The hearing before the Board of Supervisors shall be set by the Clerk of the Board of Supervisors within 30 days after submission of the notice of appeal or protest and the hearing shall occur within 90 days of such submission. At the hearing, oral and written evidence may be presented. The Board of Supervisors shall issue a written decision on the appeal or protest no later than 30 days after making its decision. The written decision shall be final.

13.50.060 Administration.

- a) Administrative Fee. The Community Development and Services Agency shall be responsible for administration of the Development Impact Fee and Drainage Fee, including the calculation and collection of the fees, tracking of deposits, and preparation of required reports. As such, the Community Development and Services Agency will retain the 3% administrative cost portion of the Fee described in the Development Impact Fee Justification Study for these purposes.
- b) Annual Adjustment. An annual adjustment to account for cost escalations shall be applied to all Development Impact Fees in this Chapter in the manner and time specified herein:
 - 1. Prior to the end of each fiscal year, the Community Development and Services Agency's Public Works Director shall report to the Board of Supervisors his or her finding on the annual escalation of construction costs for the prior twelve (12) months through May and the Development Impact Fees shall be adjusted accordingly.
 - 2. The basis for this annual adjustment shall be the percentage increase in the average of the San Francisco and 20-Cities Construction Cost Index (CCI) as published by Engineering News Record, for the period ending May of the previous fiscal year. The base month for application of this adjustment shall be May 2014 and the application shall be applied to the amounts shown in Section 13.50.030 and applicable on July 1st of each fiscal year.
 - 3. The Community Development & Services Agency shall post the annual adjustment in fees as specified in this section.
- c) Credits and Reimbursements Dedicated Facilities. Upon satisfactory completion of a public facility or improvement upon which the Development Impact Fees and/or Drainage

Fees are based (intended to pay the cost of construction and completion), and dedication of said facility or improvement to the County, and acceptance by the County, owner of said improvement shall receive credit against applicable Development Impact Fees and/or Drainage Fees. Such credit shall be administered as follows:

- 1. The credit shall be calculated by the percentage such owner completes of the total public facility or improvement for which such fee is intended to pay multiplied by the lesser of the projected cost of the improvement identified in the Development Impact Fee Justification Study with any applicable adjustments pursuant to Section 13.50.060(b) or the actual and reasonable construction costs submitted by the owner and verified by the Community Development and Services Agency's Public Works Director.
- 2. Notwithstanding anything to the contrary herein, a credit may be applied only against the fee related to such credit.
- 3. When the owner has exhausted all credit, as determined by the Community Development and Services Agency Director, then the owner may elect to receive cash reimbursement from the County for the remaining credit. Such cash reimbursement shall only be made from the County trust fund containing that component of the Development Impact Fee that is related to such remaining credit to the extent such funds are available in such trust fund. Any such elected cash reimbursement remaining unpaid 180 days after a written request has been made by the owner shall earn interest at the County's current pooled interest rate.
- d) Demolition or Destruction Offset. Where a permit to construct a project is issued within two years after the final inspection of a demolition permit on the same parcel, or where new construction replaces within two years a structure on the same parcel which was damaged or destroyed by fire, earthquake or other causes similarly beyond the owner's control, the amount of new construction taken into account under this Chapter shall be reduced by the square footage of development which was demolished or destroyed, as determined by the Community Development and Services Agency Director. For purposes of determining square footage credit when use category of the new building differs from that of the demolished or destroyed building, the ratio of the existing to new use fee categories shall be applied to the square footage. Under circumstances wherein the credited square footage exceeds the replacement square footage, no reimbursement shall be paid to owner. In this instance, however, the owner has the option to pursue a Development Agreement with the County to preserve the remaining credit.
- e) Annual Findings. The Community Development and Services Agency Director shall prepare once each fiscal year for the Board of Supervisors, a report of any portion of the Development Impact Fee remaining unexpended or uncommitted five or more years after deposit of the Fee, identifying the purpose to which the Fee is to be put, and demonstrating a reasonable relationship between the Fee and the purpose for which it was charged.

- f) Refund of unexpended revenues. Except as provided by Section 13.50.060(g), the County shall refund to the then current record owner or owners of each unit of development on a prorated basis the unexpended or uncommitted portion of the Development Impact Fees, and any interest accrued thereon, for which need cannot be demonstrated under Section 13.50.060(e). Such refund of unexpended or uncommitted revenues may be made by direct payment from the applicable trust fund, by providing a temporary suspension of fees, or by any other means consistent with the intent of Government Code Section 66001.
- g) Reallocation of remaining revenues. If the administrative costs of refunding unexpended or uncommitted revenues under Section 13.50.060(f) exceed the amount to be refunded, the County, after a public hearing, notice of which has been published under Government Code Section 6061 and posted in three prominent places within the area of the development project, may determine that the revenues shall be allocated for some other purpose for which fees are collected subject to Section 66000 of the Government Code.

13.50.070 Enforcement.

- a) *Misdemeanor*. Violation of this Chapter shall be a misdemeanor. The District Attorney may institute criminal proceedings hereunder. Any violator, upon conviction, shall be fined not more than \$1,000.00, imprisoned for a period not exceeding six months, or both fined and imprisoned.
- b) Civil Proceedings. The County Counsel may institute civil proceedings to enforce this Chapter, including without limitation, actions for injunction and civil penalties. Construction without the authorization required by this Chapter may be suspended by a court of competent jurisdiction. Violation of this Chapter interferes with provision of public services, and shall be a public nuisance.
- c) Civil Penalties. Any violator of this Chapter shall be liable, in addition to payment of the amount of any fees due, for civil penalties not to exceed: \$500.00 for each day during which construction proceeds in violation of this Chapter plus 15 percent of the amount of any fees not paid when due.
- d) Lien. In the event of failure of the owner of a development project to pay in full a fee or fees payable under this Chapter, County may place and record a lien upon the property on which the development is constructed in the amount of the unpaid fee. The Board of Supervisors shall adopt rules concerning imposition of such liens, including notice of the imposition of such lien and an opportunity for hearing.
- e) Costs of Securing Compliance. Any person or entity not in compliance with this Chapter shall be liable, in addition to other amounts provided herein, for attorneys' fees, and all other

reasonable costs of securing compliance, including the cost of collection.

f) Interest. Interest shall accrue on all fees not paid when due pursuant to this Chapter at the rate prescribed by law for interest on judgments, from the date when payment was due until the date payment is received in full.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



DRAFT

DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY COUNTY OF YUBA



MARCH 11, 2014

Prepared by:

David Taussig & Associates, Inc. 2250 Hyde Street, 5th Floor San Francisco, California 94109 (800) 969-4382

Public Finance Public Private Partnerships Urban Economics

Newport Beach
San Francisco
Fresno
Riverside
Chicago, Illinois
Dallas, Texas

Attachment "A"

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APPENDICES

APPENDIX A: FEE DERIVATION WORKSHEETS





Part of the Greater Sacramento area, the County of Yuba (the "County") is located in California's Central Valley along the Feather River and borders the western slope of the Sierra Nevada. The County covers an area of approximately 644 square miles of diverse topography and boasts a population of approximately 70,000 people. In order to adequately plan for new development and identify the public facilities and costs associated with mitigating the direct and cumulative impacts of this new development, David Taussig & Associates, Inc. ("DTA") was retained by the County to prepare an updated AB 1600 Fee Justification Study (the "Fee Study").

DTA is updating the impact fee study prepared in 2004 by MAXIMUS, itself an update of an impact fee study developed in 1992 by David M. Griffith & Associates and Omni-Means, Ltd. For the most part, this Fee Study generally follows similar methodologies used in the 2004 and 1992 reports. Revised impact fees are calculated here using updated information on development and County facilities. Moreover, the methods used to calculate impact fees in this study are intended to satisfy all legal requirements governing such fees, including provisions of the U.S. Constitution, the California Constitution, and the California Mitigation Fee Act (Government Code Sections 66000 et. seq.). Impact fees calculated in this report are intended to replace the County's existing impact fees.

More specifically, the Fee Study is intended to comply with Section 66000 et. seq. of the Government Code, which was enacted by the State of California in 1987, by identifying additional public facilities required by new development ("Future Facilities") and determining the level of fees that may be imposed to pay the costs of the Future Facilities. Fee amounts have been determined that will finance facilities at levels identified by the various County departments as deemed necessary to meet the needs of new development. The Future Facilities and associated construction costs are identified in the Needs List, which is included in Section IV of the Fee Study. All new development may be required to pay its "fair share" of the cost of the new infrastructure through the development fee program.

The fees are calculated to fund the cost of facilities needed to meet the needs of new development. The steps followed in the Fee Study include:

- 1. Demographic Assumptions: Identify future growth that represents the increased demand for facilities.
- 2. Facility Needs and Costs: Identify the amount of public facilities required to support the new development and the costs of such facilities. Facilities costs and the Needs List are discussed in Section IV.
- Cost Allocation: Allocate costs per equivalent dwelling unit.
- 4. Fee Schedule: Calculate the fee per residential unit or per non-residential square foot.

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The levy of impact fees is one authorized method of financing the public facilities necessary to mitigate the impacts of new development. A fee is "a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000). A fee may be levied for each type of capital improvement required for new development, with the payment of the fee typically occurring prior to the beginning of construction of a dwelling unit or non-residential building. Fees are often levied at final map recordation, issuance of a certificate of occupancy, or more commonly, at building permit issuance. However, Assembly Bill ("AB") 2604 (Torrico) which was signed into law in August 2008, encourages public agencies to defer the collection of fees until close of escrow to an end user in an attempt to assist California's troubled building industry.

AB 1600, which created Section 66000 et. seq. of the Government Code was enacted by the State of California in 1987.

In 2006, Government Code Section 66001 was amended to clarify that a fee cannot include costs attributable to existing deficiencies, but can fund costs used to maintain the existing level of service ("LOS") or meet an adopted level of service that is consistent with the general plan.

Section 66000 et seq. of the Government Code thus requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of new development:

- 1. Identify the purpose of the fee. (Government Code Section 66001(a)(1))
- 2. Identify the use to which the fee will be put. (Government Code Section 66001(a)(2))
- 3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed. (Government Code Section 66001(a)(3))
- 4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed. (Government Code Section 66001(a)(4))
- 5. Discuss how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

This section presents each of these items as they relate to the imposition of the proposed fees in the County of Yuba.



A. Purpose of the Fee (Government Code Section 66001(a)(1))

New residential and non-residential development within Yuba County will generate additional residents and employees who will require additional public facilities. Land for these facilities will have to be acquired and public facilities and equipment will have to be expanded, constructed, or purchased to meet this increased demand.

The Fee Study has been prepared in response to the projected direct and cumulative effect of future development. Each new development will contribute to the need for new public facilities. Without future development many of the new public facilities on the Needs List would not be necessary as the existing facilities are generally adequate for Yuba's present population. In instances where facilities would be built regardless of new development, the costs of such facilities have been allocated to new and existing development based on their respective level of benefit.

The proposed impact fee will be charged to all future development, irrespective of location, in Yuba County. Even future "in-fill" development projects contribute to impacts on public facilities because they are an interactive component of a much greater universe of development located throughout Yuba County. First, the property owners and/or the tenants associated with any new development in Yuba County can be expected to place additional demands on Yuba County's facilities funded by the fee. Second, these property owners and tenants are dependent on and, in fact, may not have chosen to utilize their development, except for residential, retail, employment, and recreational opportunities located nearby on other existing and future development. Third, the availability of residents, employees, and customers throughout Yuba County has a growth-inducing impact without which some of the "in-fill" development would not occur. As a result, all development projects in Yuba County contribute to the cumulative impacts of development.

The impact fees will be used for the acquisition, installation, and construction of public facilities identified on the Needs Lists and appropriate administrative costs to mitigate the direct and cumulative impacts of new development in Yuba County.

B. THE USE TO WHICH THE FEE IS TO BE PUT (GOVERNMENT CODE SECTION 66001(A)(2))

The fee will be used for the acquisition, installation, and construction of the public facilities identified on the Needs Lists, included in Section IV of the Fee Study and other appropriate costs to mitigate the direct and cumulative impacts of new development in Yuba County. The fee will provide a source of revenue to the County of Yuba to allow for the acquisition, installation, and construction of public facilities, which in turn will both preserve the quality of life in Yuba County and protect the health, safety, and welfare of the existing and future residents and employees.



C. DETERMINE THAT THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) (GOVERNMENT CODE SECTION 66001(A)(3))

As discussed in Section A above, it is the projected direct and cumulative effect of future development that has prompted the preparation of the Fee Study. Each development will contribute to the need for new public facilities. Without future development, Yuba County would have no need to construct many of the public facilities on the Needs List. For all other facilities, the costs have been allocated to both existing and new development based on their level of benefit. Even future "in-fill" development projects, which may be adjacent to existing facilities, further burden existing public facilities. Consequently, all new development within Yuba County, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth.

The fees will be expended for the acquisition, installation, and construction of the public facilities identified on the Needs List and other authorized uses, as that is the purpose for which the fee is collected. As previously stated, all new development creates either a direct impact on public facilities or contributes to the cumulative impact on public facilities. Moreover, this impact is generally equalized among all types of development because it is the increased demands for public facilities created by the future residents and employees that create the impact upon existing facilities.

For the aforementioned reasons, new development benefits from the acquisition, construction, and installation of the facilities on the Needs Lists.

D. DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (IMPACT RELATIONSHIP) (GOVERNMENT CODE SECTION 66001(A)(4))

As previously stated, all new development within Yuba County, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth. Without future development, many of the facilities on the Needs Lists would not be necessary. For certain other facilities, the costs have been allocated to both existing and new development based on their level of benefit.

For the reasons presented herein, there is a reasonable relationship between the need for the public facilities included on the Needs List and all new development within Yuba County.



E. THE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES

ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED ("ROUGH PROPORTIONALITY"

RELATIONSHIP) (GOVERNMENT CODE 66001(A)

As set forth above, all new development in Yuba County impacts public facilities. Moreover, each individual development project and its related increase in population and/or employment, along with the cumulative impacts of all development in Yuba County, will adversely impact existing facilities. Thus, imposition of the fee to finance the facilities on the Needs Lists is an efficient, practical, and equitable method of permitting development to proceed in a responsible manner.

New development impacts facilities directly and cumulatively. In fact, without any future development, the acquisition, construction, and/or installation of many of the facilities on the Needs Lists would not be necessary as existing Yuba County facilities are generally adequate. Even new development located adjacent to existing facilities will utilize and benefit from facilities on the Needs List.

The proposed fee amounts are roughly proportional to the impacts resulting from new development based on the analyses contained in Section V. Thus there is a reasonable relationship between the amount of the fee and the cost of the facilities.



In order to determine the public facilities needed to serve new development as well as establish fee amounts to fund such facilities, the County provided DTA with projections of future population and development within the entire County ("Countywide") as well as the unincorporated areas of the County ("Unincorporated"). DTA categorized developable residential land uses as Single Family and Multi-Family. Developable non-residential land uses within the County's commercial, office, industrial, and agricultural zones are categorized as Commercial, Office/Institutional, Industrial, and Agricultural, respectively. Additional details are included in the table below. Based on these designations, DTA established fees for the following six (6) land use categories to acknowledge the difference in impacts resulting from various land uses and to make the resulting fee program implementable.

LAND USE CLASSIFICATION FOR FEE STUDY	DEFINITION		
Single Family	Includes single family detached homes		
Multi-Family	Includes buildings with attached residential units including apartments, town homes, condominiums, and all other residential units not classified as Single Family Detached		
Commercial	Includes, but is not limited to, buildings used as the following: Retail Service-oriented business activities Department stores, discount stores, furniture/appliance outlets, home improvement centers Entertainment centers Subregional and regional shopping centers		
Office/Institutional	Includes, but is not limited to, buildings used as the following: Business/professional office Professional medical offices and hospitals Schools		
Industrial	Includes, but is not limited to, buildings used as the following: Light manufacturing, warehouse/distribution, wholesaling; Large-scale warehouse retail Service commercial activities Public uses, arterial roadways and freeways providing automobile and public transit access Automobile dealerships Support commercial services		
Agricultural	Includes, but is not limited to, enclosed property and structures used as the following: • Agricultural purposes • Other income-producing open space not classified as Agricultural		

The County of Yuba's 2011 General Plan Update¹ (the "General Plan") demographics were used as estimates of the number of housing units and non-residential building square feet to be built in both Countywide and solely unincorporated areas. In addition, the General Plan Update was used to project the additional population generated from new development.

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¹ County of Yuba, 2030 General Plan - Alternative 4, Growth Scenario 2 (May 2011).



Under the selected scenario, additional land for development along SR 65 is assumed to be developed, in addition to all of the areas included under 2030 General Plan Growth Scenario This alternative would involve high growth rates and would involve development of certain areas along the SR 65 corridor between Ostrom Road and South Beale Road.

Growth Scenario 2 (Alternative 4) was developed to analyze the differential environmental impacts that would result if the County were to experience high and sustained rates of growth through 2030. This scenario assumes new population of between 36,000 and 45,000 and between 21,000 and 25,000 new jobs would be added to the unincorporated County. Notably, DTA attempted to utilize metrics (e.g. average household size) that standardized existing demographics with the projections found in the General Plan.

Future residents and employees will create additional demand for facilities that existing public facilities cannot accommodate. In order to accommodate new development in an orderly manner, while maintaining the current quality of life in Yuba County, the facilities on the Needs List (Section IV), as reviewed and approved by the County Board of Supervisors on December 17, 2013, will need to be constructed. For those facilities that are needed to mitigate demand from new development, facility costs have been allocated to new development only. In those instances when it has been determined that the new facilities will serve both existing and new development, facility costs have been allocated based on proportionate benefit (see Equivalent Dwelling Unit discussion in Section V).

The following sections summarize the existing and future development figures that were used in calculating the impact fees.

1. **EXISTING POPULATION FOR LAND USE CATEGORIES**

According to information provided by County of Yuba, and generally confirmed by the California Employment Development Department - Demographic Research Unit, there are 19,870 existing Single Family units and 7,880 existing Multi-Family units within the Countywide area. Furthermore, the County estimates that there are 15,620 Single Family units and 5,600 Multi-Family units located in the Unincorporated areas.

DTA has used the following demographic information provided by the County of Yuba and the General Plan which assume Countywide and Unincorporated resident-per-unit factors of 2.65 and 1.59 per Single Family unit and Multi-Family unit, respectively. Therefore, the Countywide population is generally comprised of 65,185 residents living in 27,750 Single Family and Multi-Family homes. Furthermore, the Unincorporated population generally totals 50,297 residents living in 21,220 Single Family and Multi-Family homes. Importantly, many figures may not sum due to rounding.

Table 1 below summarizes the existing demographics for the residential land uses.

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TABLE 1 COUNTY OF YUBA COUNTYWIDE AND UNINCORPORATED ESTIMATED EXISTING RESIDENTIAL DEVELOPMENT

Residential Land Use	Existing Residents	Existing Housing Units	Average Household Size
Countywide			
Single Family Residential	52,656	19,870	2.65
Multi-Family Residential	12,529	7,880	1.59
Total/Average	65,185	27,750	NA
Unincorporated County			
Single Family Residential	41,393	15,620	2.65
Multi-Family Residential	8,904	5,600	1.59
Total/Average	50,297	21,220	NA

In terms of Countywide Non-residential property, there are approximately 3,000,000 square feet of existing Commercial development, 4,125,000 square feet of existing Office/Institutional, 5,200,000 square feet of existing Industrial development, and 2,800,000 square feet of existing Agricultural uses. Moreover, the Unincorporated areas are currently comprised of 2,000,000 square feet of existing Commercial development, 2,500,000 square feet of existing Office/Institutional, 4,200,000 square feet of existing Industrial development, and 2,800,000 square feet of existing Agricultural uses within Yuba County.

DTA has also utilized the following demographic information provided by the County of Yuba which assumes existing Countywide and Unincorporated employees in the County using employees-per-thousand-square-foot factors of 2.50, 2,00, 1.00, and 0.66 employees per 1,000 building square feet of Commercial, Office/Institutional, Industrial, and Agricultural, respectively. This results in 7,500 existing Commercial employees, 8,250 existing Office/Institutional employees, 5,200 existing Industrial employees, and 1,848 existing Agricultural employees Countywide. Furthermore, the Unincorporated areas in the County have 5,000 existing Commercial employees, 5,000 existing Office/Institutional employees, 4,200 existing Industrial employees, and 1,848 existing Agricultural employees, as shown in Table 2 below. Each of these figures are generally confirmed by data from the California Employment Development Department – Demographic Research Unit, Monthly Labor Force Data for Cities and Census Designated Places (CDP), May 2013.

Importantly, for many of the facilities considered in this Fee Study, EDUs are calculated based on the number of residents or employees ("Persons Served") generated by each land use class. "Persons Served" equal Residents plus 50% of Employees, and is a customary industry practice designed to capture the reduced levels of service demanded by employees. For existing Persons Served estimates, please reference Table 2 below.



TABLE 2 COUNTY OF YUBA COUNTYWIDE AND UNINCORPORATED ESTIMATED EXISTING NON-RESIDENTIAL DEVELOPMENT

Non-Residentlal Land Use	Existing Building SF	Employees per 1,000 BSF	Existing Employees	Persons Served per 1,000 BSF	Existing Persons Served
Countywide					
Commercial	3,000,000	2.50	7,500	1.25	3,750
Office/Institutional	4,125,000	2.00	8,250	1.00	4,125
Industrial	5,200,000	1.00	5,200	0.50	2,600
Agricultural	2,800,000	0.66	1,848	0.33	924
Total/Average	15,125,000	NA	22,798	NA	11,399
Unincorporated County					
Commercial	2,000,000	2.50	5,000	1.25	2,500
Office/Institutional	2,500,000	2.00	5,000	1.00	2,500
Industrial	4,200,000	1.00	4,200	0.50	2,100
Agricultural	2,800,000	0.66	1,848	0.33	924
Total/Average	11,500,000	NA	16,048	NA	8,024

¹ Persons served equal Residents plus 50% of employees.

2. Future Population for New Land Use Categories (2030)

According to information provided by the County of Yuba, there are projected to be 14,500 Single Family units and 2,500 future Multi-Family units within the Countywide area at 2030, the time horizon utilized for this Fee Study. Furthermore, the County estimates that there will be 10,500 Single Family units and 2,200 Multi-Family units located in the Unincorporated areas (Year 2030).

DTA has used the following demographic information provided by the County of Yuba which assumes Countywide and Unincorporated future resident-per-unit factors of 2.65 and 1.59 per Single Family unit and Multi-Family unit, respectively. This results in an additional 42,400 residents living in 17,000 Single Family and Multi-Family homes Countywide. Moreover, the Unincorporated population totals 31,323 residents living in 12,700 Single Family and Multi-Family units.

Table 3 on the following page summarizes the future demographics for the residential land uses.



TABLE 3 COUNTY OF YUBA COUNTYWIDE AND UNINCORPORATED FUTURE RESIDENTIAL DEVELOPMENT

Residential Land Use	Projected Residents	Projected Housing Units	Average Household Size
Countywide			
Single Family Residential	38,425	14,500	2.65
Multi-Family Residential	3,975	2,500	1.59
Total/Average	42,400	17,000	NA
Unincorporated County			
Single Family Residential	27,825	10,500	2.65
Multi-Family Residential	3,498	2,200	1.59
Total/Average	31,323	12,700	NA

In terms of Countywide Non-residential property, the County expects the development of 1,675,000 square feet of existing Commercial, 1,600,000 square feet of future Office/Institutional, 2,000,000 square feet of additional Industrial, and 1,100,000 square feet of Agricultural uses. Moreover, the Unincorporated areas will be comprised of 900,000 square feet of Commercial development, 1,050,000 square feet of Office/Institutional, 1,800,000 square feet of Industrial development, and 1,100,000 square feet of Agricultural uses within Yuba.

DTA estimated Countywide and Unincorporated employees in Yuba using employees-per-thousand-square-foot factors, provided by the County, of 2.50, 2,00, 1.00, and 0.66 employees per 1,000 building square feet of Commercial, Office/Institutional, Industrial and Agricultural, respectively. This resulted in a projection of 4,188 Commercial employees, 3,200 Office/Institutional employees, 2,000 Industrial employees, and 726 Agricultural employees Countywide. Furthermore, the Unincorporated areas in the County will see an increase of 2,250 Commercial employees, 2,100 Office/Institutional employees, 1,800 Industrial employees, and 726 Agricultural employees, as shown in Table 4 below.

Again, for many of the facilities considered in this Fee Study, EDUs are calculated based on the number of residents or employees ("Persons Served") generated by each land use class. "Persons Served" equal Residents plus 50% of Employees, and is a customary industry practice designed to capture the reduced levels of service demanded by employees. For future Persons Served estimates, please reference Table 4 below.



TABLE 4 COUNTY OF YUBA COUNTYWIDE AND UNINCORPORATED FUTURE NON-RESIDENTIAL DEVELOPMENT

Non-Residential Land Use	Projected Building SF	Employees per 1,000 BSF	Future Employees	Persons Served per 1,000 BSF	Future Persons Served
Countywide					
Commercial	1,675,000	2.50	4,188	1.25	2,094
Office/Institutional	1,600,000	2.00	3,200	1.00	1,600
Industrial	2,000,000	1.00	2,000	0.50	1,000
Agricultural	1,100,000	0.66	726	0.33	363
Total/Average	6,375,000	NA	10,114	NA	5,057
Unincorporated County					
Commercial	900,000	2.50	2,250	1.25	1,125
Office/Institutional	1,050,000	2.00	2,100	1.00	1,050
Industrial	1,800,000	1.00	1,800	0.50	900
Agricultural	1,100,000	0.66	726	0.33	363
Total/Average	4,850,000	NA	6,876	NA	3,438

¹ Persons served equal Residents plus 50% of employees.

3. EQUIVALENT DWELLING UNIT (EDU) AND EQUIVALENT BENEFIT UNIT (EBU) PROJECTIONS

Equivalent Dwelling Units ("EDU") are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit for each type of public facility. Since nearly all of the facilities proposed to be financed by the levy of impact fees will serve both residential and non-residential property, DTA projected the number of future EDUs based on the number of residents or employees generated by each land use class. For other facilities, different measures, such as number of trips, more accurately represent the benefit provided to each land use type. The EDU projections for each facility are shown in the fee derivation worksheets in Appendix A.

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Identification of the facilities to be financed is a critical component of any development impact fee program. In the broadest sense, the purpose of impact fees is to protect the public health, safety, and general welfare by providing for adequate public facilities. "Public Facilities" per Government Code Section 66000 includes "public improvements, public services, and community amenities."

Government Code Section 66000 requires the identification of those facilities for which impact fees are going to be used as the key financing mechanism. Identification of the facilities may be made in an applicable general or specific plan, other public documents, or by reference to a Capital Improvement Program ("CIP").

DTA has worked closely with County staff to develop the list of facilities to be included in the Fee Study ("the Needs List"). Additionally, the Needs List was reviewed and approved by the County Board of Supervisors on December 17, 2013 at a public hearing. For purposes of Yuba County's fee program, the Needs List is intended to be the official public document identifying the facilities eligible to be financed, in whole or in part, through the levy of a development impact fee on new development in Yuba County. The Needs List is organized by facility element (or type) and includes a cost section consisting of six (6) columns, which are defined in Table 5 below:

TABLE 5 COUNTY OF YUBA NEEDS LIST EXPLANATION OF COST SECTION

Column Title	Contents	Source
Total Cost for Facility	The total estimated facility cost including engineering, design, construction, land acquisition, and equipment (as applicable)	County
Offsetting Revenues to New & Existing Development	Share of Total Offsetting Revenues allocated to new and existing development	County
Net Cost to County	The difference between the Total Cost and the Offsetting Revenues (column 1 plus column 2)	Calculated by DTA
Percent of Cost Allocated to New Development	Net Cost Allocated to New Development based on New Development's Share of Facilities	Calculated by DTA
Net Cost Allocated to New Development	The Net Cost to County Multiplied by the Percentage Cost Allocated to New Development	Calculated by DTA
Policy Background or Objective	Identifies policy source or rational for facility need	County General Plan



DTA surveyed County staff on required facilities needed to serve new development as a starting point for its fee calculations. The survey included the project description, justification, public benefit, estimated costs, and project financing for each proposed facility. Through discussions between DTA and County staff, the Needs List has gone through a series of revisions to fine-tune the needs, costs, and methodologies used in allocating the costs for each facility.

The final Needs List is shown on the following pages.

County of Yuba

<u>Development Impact Fee Justification Study</u>



SECTION IV: THE NEEDS LIST

DEVELOPMENT IMPACT FEE PROGRAM COUNTY OF YUBA PUBLIC FACILITIES NEEDS LIST THROUGH 2030

		{1}	{2}	(3)	{4}	{5}	(6)
Facility Name		Total Cost for Facility	Off-setting Revenues	Net Cost to County	Percent of Cost Allocated to New Development	Cost Allocated to New Development	Policy Background or Object
A. TRANSPORTATION (TRAFFIC AND PUBLIC WOR	RKS ELEMENTS)						
UNINCORPORATED AREA ONLY							
Arboga Road Improvements		\$5,500,000	\$0	\$5.500,000	37.12%	\$2,041,644	General Plan
Erle Road Improvements		\$5,500,000	\$0	\$5.500,000	37 12%	\$2,041 644	General Plan
Erle Road/SR 70 improvements		\$27,000,000	\$0	\$27.000,000	37 12%	\$10,022.614	General Plan
Gotfields Parkway improvements		\$125,000,000	(600,000,002)	\$35,000,000	37.12%	\$12,992,278	General Plan
Lindhurst Avenue Improvements		\$5,500,000	\$0	\$5,500.000	37.12%	\$2,041,644	General Plan
Loma Rica Road Improvements		\$5,500,000	\$0	\$5,500,000	37.12%	\$2.041,644	General Plan
Marysville Road Improvements		\$4,000,000	\$0	\$4 000,000	37 12%	\$1,484,832	General Plan
McGowan Parkway Improvements		\$5,000,000	\$0	\$5 000,000	37 12%	\$1,856,040	General Plan
McGowan Plays/SR 65 Interchange Improvements		\$3,000,000	\$0	\$3,000,000	37 12%	\$1,113.624	General Plan
McGowan Pikwy/SR 70 Interchange Improvements North Beale Road Improvements		\$15,000,000 \$11,000,000	\$0 (\$5,000,000)	\$15,000,000 \$6,000,000	37.12% 37.12%	\$5,568,119 \$2,227,248	General Plan General Plan
Olivehurst Avenue Improvements		\$2,000,000	\$0,000,000/	\$2,000,000	37.12%	\$742,416	General Plan
Olivehurst Avenue Roundabout Improvements		\$1,500,000	\$0	\$1.500,000	37.12%	\$558 B12	General Plan
Plumas Lake Blvd/SR 70 Improvements		\$25,000,000	(\$10,000.000)	\$15,000,000	37 12%	\$5,568 119	General Plan
Powerline Road Improvements		\$2,500,000	\$0	\$2,500,000	37.12%	\$928,020	General Plan
State Route 20 Connection Improvements		\$5,000.000	\$0	\$5,000,000	37.12%	\$1.856,040	General Plan
State Route 20 Signal improvements		\$3,000,000	\$0	\$3,000,000	37.12%	\$1,113,624	General Plan
State Route 20 Lane Improvements		\$20,000,000	(\$15,000,000)	\$5,000,000	37.12%	\$1,856,040	General Plan
Non-Motorized Mobility Improvements		44.000.000	**	** ***	27.420	*4 404 000	01 Free
(Sidewalks, Bike Circulation, etc.) Gap Closures		\$4,000,000	\$0	\$4,000,000	37.12%	\$1,484,832	General Plan
Public Works Equipment and Facilities		\$3,000,000	\$0 \$0	\$3,000,000	37 12% 37 12%	\$1,113,624 \$2,227,248	General Plan General Plan
Transportation Revenues not yet Committed		\$6,000.000	(\$6,532,144)	\$6,000,000 (\$6,532,144)	37 12%	(\$2,424,784)	General Flam
TOTAL - UNINCORPORATED FACILITIES		\$284,000,000	(\$126,532,144)	\$157,467,856	37.12%	\$58,453,319	
		\$20.j000j	(0120)200,110)	************		***********	
B. LAW ENFORCEMENT UNINCORPORATED AREA ONLY							
Sheriff's Firing Range							
		\$1,710,000	\$0	\$1,710,000	99.59%	\$1,702,909	Board Objective
Sheriff's Additional Equipment		\$1,200,000	\$0	\$1,200,000	99.59%	\$1,195,024	Board Objective
Sheriff's Additional Equipment Sheriff Administration Building Improvements			\$0 \$0	\$1,200,000 \$6,378,840	99.59% 99.59%	\$1,195,024 \$6,352,388	
Sheriff's Additional Equipment Sheriff Administration Building Improvements Law Enforcement Revenues not yet Committed	_	\$1,200,000 \$6,378,840	\$0 \$0 (\$49,531)	\$1,200,000 \$6,378,840 (\$49,531)	99.59% 99.59% 100.00%	\$1,195,024 \$6,352,388 (\$49,531)	Board Objective
Sherif's Additional Equipment Sheriff Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES		\$1,200,000	\$0 \$0	\$1,200,000 \$6,378,840	99.59% 99.59%	\$1,195,024 \$6,352,388	Board Objective
Sherif's Additional Equipment Sherif's Administration Building Improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES		\$1,200,000 \$6,378,840	\$0 \$0 (\$49,531)	\$1,200,000 \$6,378,840 (\$49,531)	99.59% 99.59% 100.00%	\$1,195,024 \$6,352,388 (\$49,531)	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building Improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES		\$1,200,000 \$6,378,840	\$0 \$0 (\$49,531)	\$1,200,000 \$6,378,840 (\$49,531)	99.59% 99.59% 100.00%	\$1,195,024 \$6,352,388 (\$49,531)	Board Objective
Sherif's Additional Equipment Sheriff Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements		\$1,200,000 \$6,378,840 \$9,288,840	\$0 \$0 (\$49,531) (\$49,631)	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309	99.59% 99.59% 100.00% 99.58%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790	Board Objective Board Objective
Sherif's Additional Equipment Sheriff Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor		\$1,200,000 \$6,378.840 \$9,288,840 \$1,346.796	\$0 \$0 (\$49,531) (\$49,631)	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309	99.59% 99.59% 100.00% 99.58%	\$1,195,024 \$6,352,368 (\$49,531) \$9,200,790 \$1,346,796	Board Objective Board Objective Board Objective
Sheril's Additional Equipment Sheril's Additional Equipment Sheril's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements Assessor Auditor-Controller		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046	\$0 \$0 (\$49,531) (\$49,631)	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046	99.59% 99.59% 100.00% 99.68%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046	Board Objective Board Objective Board Objective Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements Assessor Auditor-Controller Buildings and Grounds		\$1,200,000 \$6,376,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118	\$0 \$0 (\$49.531) (\$49,631)	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118	99.59% 99.59% 100.00% 99.58% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118	Board Objective Board Objective Board Objective Board Objective Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building Improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board		\$1,200,000 \$6,376.840 \$9,288,840 \$1,346.796 \$791,046 \$215.118 \$548,226	\$0 \$0 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226	Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727	\$0 \$5 (\$49,531) (\$49,631) 50 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118	Board Objective
Sheril's Additional Equipment Sheril's Additional Equipment Sheril's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clark of the Board Clerk-Recorder County Administrator		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500	\$0 \$0 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727	Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective
Sheril's Additional Equipment Sheril's Additional Equipment Sheril's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$540,226 \$1,100,727 \$427,500 \$552,672	\$0 \$0 (\$49,531) (\$49,631) 	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500	Board Objective
Sheril's Additional Equipment Sheril's Additional Equipment Sheril's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk Recorder County Administrator County Counsel Housing		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500	\$0 \$0 (\$49,531) (\$49,631) 	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$546,226 \$1,100,727 \$427,500 \$552,672	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology		\$1,200,000 \$6,376,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$652,672 \$472,302	\$0 \$5 (\$49,531) (\$49,631) \$50 \$0 \$0 \$0 \$0 \$50 \$50 \$50 \$50	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BoS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology Office of Emergency Services		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985	\$0 \$50 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$8,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$88,985	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building Improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology Office of Emergency Services Personnel		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727	\$0 \$50 (\$49,531) (\$49,631) 	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,902 \$899,985 \$245,727	Board Objective
Sheril's Additional Equipment Sheril's Additional Equipment Sheril's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk Recorder County Administrator County Administrator County Coursel Housing Information Technology Office of Emergency Services Personnel Surplus Storage		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412	\$0 \$50 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$8,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,965 \$245,727 \$486,000 \$542,412	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$489,985 \$245,727 \$486,000 \$542,412	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	\$0 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$889,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	99.59% 99.59% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,902 \$489,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building Improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES	subtotal	\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412	\$0 \$50 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$8,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,965 \$245,727 \$486,000 \$542,412	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$489,985 \$245,727 \$486,000 \$542,412	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian	subtotal	\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	\$0 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$889,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	99.59% 99.59% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,902 \$489,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	Board Objective
Sheriff's Additional Equipment Sheriff's Additional Equipment Sheriff's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk Recorder County Administrator County Administrator County Coursel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian UNINCORPORATED AREA ONLY	subiolal	\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	\$0 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$889,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	99.59% 99.59% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,902 \$489,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES Office Improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian	subtotal	\$1,200,000 \$6,376,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$652,672 \$472,302 \$689,985 \$245,727 \$476,971 \$486,000 \$542,412 \$1,47,402 \$8,044,884	\$0 \$50 (\$49,531) (\$49,631) \$50 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$447,874 \$486,000 \$542,412 \$147,402 \$8,000 \$542,412 \$147,402	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884	Board Objective
Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Additional Equipment Sherif's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES Office improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Coursel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian UNINCORPORATED AREA ONLY CDSA (Main) Improvements	subtotal subtotal	\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$652,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884	\$0 \$50 (\$49,531) (\$49,631) \$50 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$9,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$55,750 \$472,302 \$689,965 \$245,727 \$478,200 \$542,412 \$147,402 \$8,044,884	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884	Board Objective
Sheril's Additional Equipment Sheril's Additional Equipment Sheril's Administration Building improvements Law Enforcement Revenues not yet Committed TOTAL LAW ENFORCEMENT FACILITIES C. GENERAL GOVERNMENT FACILITIES COUNTY-WIDE FACILITIES Office improvements Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Coursel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian UNINCORPORATED AREA ONLY CDSA (Main) Improvements		\$1,200,000 \$6,378,840 \$9,288,840 \$1,346,796 \$791,046 \$215,118 \$548,225 \$1,100,727 \$427,500 \$552,672 \$472,502 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884	\$0 \$50 (\$49,531) (\$49,631) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$1,200,000 \$6,378,840 (\$49,531) \$8,239,309 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,965 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884	99.59% 99.59% 100.00% 99.68% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$1,195,024 \$6,352,388 (\$49,531) \$9,200,790 \$1,346,796 \$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$1,47,402 \$8,044,884	Board Objective



SECTION IV: THE NEEDS LIST

DEVELOPMENT IMPACT FEE PROGRAM COUNTY OF YUBA PUBLIC FACILITIES NEEDS LIST THROUGH 2030

	{1}	(2)	{3}	{4}	{5}	{6}
Facility Name	Total Cost for Facility	Off-setting Revenues	Net Cost to County	Percent of Cost Allocated to New Development	Cost Allocated to New Development	Policy Background or Objective
D. QUALITY OF LIFE FACILITIES (PARKS, LIBRARIES, COMMUNITY CEN	ITERS, ETC.) [FUND NOS. 185	and 187 TO BE C	COLLAPSED			
COUNTY-WIDE FACILITIES						
"Quality of Life" Library & Other Improvements	\$4,975,023	(\$1,312,305)	\$3,662,718	100.00%	\$3,662,718	Board Objective
? "Quality of Life" Park & Other Improvements	\$4,080,000	(\$127,982)	\$3,952,018	100.00%	\$3,952,018	Board Objective
TOTAL PARKS AND RECREATION FACILITIES	\$9,055,023	(\$1,440,287)	\$7,614,736	100.00%	\$7,6 <u>14,736</u>	
E. DRAINAGE FACILITIES (ZONAL - SOUTH YUBA)						
South Yuba Drainage Master Plan Improvements (Alternative C)	\$6,228,000	\$0	\$6,228,000	100.00%	\$6,228,000	South Yuba Drainage Master Plan
Prainage Revenues not yet Committed		(\$1,040,419)	(\$1,040,419)	100.00%	(\$1,040,419)	
TOTAL DRAINAGE FACILITIES	\$6,228,000	(\$1,040,419)	\$5,18 <u>7,5</u> 81	100.00%	\$5,187,581	
F. HEALTH AND HUMAN SERVICES FACILITIES						
COUNTY-WIDE FACILITIES						
Health & Human Services Building Improvements	\$886,200	\$0	\$886,200	100.00%	\$886,200	Board Objective
Child Support Services Building Improvements	\$178,680	\$0	\$178,680	100.00%	\$178,680	Board Objective
Health/Social Services Revenues not yet Committed		(\$234,522)	(\$234,522)	100.00%	(\$234,522)	
TOTAL HEALTH AND HUMAN SERVICES FACILITIES	\$1,064,880	(\$234,522)	\$830,358	100.00%	\$830,358	
G. CRIMINAL JUSTICE FACILITIES						
COUNTY-WIDE FACILITIES						
Jail (43% Yuba/Local) Improvements **	\$6,147,120	\$0	\$6,147,120	100.00%	\$6,147,120	Board Objective
2 Juvenile Hall - General (50% Yuba) Improvements **	\$2,009,421	\$0	\$2,009,421	100.00%	\$2,009,421	Board Objective
Juvenile Hall - Barracks (50% Yuba) Improvements ** Probation (incl. Victim Witness) Improvements **	\$859,110 \$3,499,686	\$0 \$0	\$859,110 \$3,499,686	100.00% 100.00%	\$859,110 \$3,499,686	Board Objective Board Objective
District Attorney Building Improvements	\$1,742,832	\$0	\$1,742,832	100.00%	\$1,742,832	Board Objective
3 Sheriff Civil Building Improvements	\$230,679	\$0	\$230,679	100.00%	\$230,679	Board Objective
Criminal Justice Revenues not yet Committed		(\$2,220,871)	(\$2,220,871)	100.00%	(\$2,220,871)	
TOTAL CRIMINAL JUSTICE FACILITIES	\$14,488,848	(\$2,220,871)	\$12,267,977	100.00%	\$12,267,977	
Total all Facilities	\$335,112,701	(\$131,517,774)	\$203,594,927	51.34%	\$104,529,669	



SECTION V: METHODOLOGY USED TO CALCULATE FEES

It is important to highlight the fact that some of the County services analyzed herein will be provided to Unincorporated areas only, while others are provided to the County as a whole. The distinction between the two is based generally on the benefit received by each individual fee category. As such, categories like General Government have been divided into two categories to capture those governmental departments and facilities that service the entire county versus those that are specific to Unincorporated areas. For example, Law Enforcement has also been deemed strictly Unincorporated as the *cities* within Yuba County provide their own police forces.

There are many methods or ways of calculating fees, but they are all based on determining the cost of needed improvements and assigning those costs equitably to various types of development. Each of the fee calculations employs the concept of an Equivalent Dwelling Unit ("EDU") or Equivalent Benefit Unit ("EBU") to allocate benefit among the six (6) land use classes. EDUs are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit for each type of public facility. For many of the facilities considered in this Fee Study, EDUs are calculated based on the number of residents or employees ("Persons Served") generated by each land use class. For other facilities, different measures, such as number of trips, more accurately represent the benefit provided to each land use class. Table 6 below shows total existing and projected EDUs or EBUs by facility type.

Notably, "Persons Served" equal Residents plus 50% of Employees, and is a customary industry practice designed to capture the reduced levels of service demanded by employees.

TABLE 6A
COUNTY OF YUBA
COUNTYWIDE EQUIVALENT DWELLING UNITS

Countywide Facility Type	Service Factor	Existing EDUs/EB U s	Projected EDUs/EBUs	Total
Transportation Facilities	Average Number of Daily PM Peak Hour Trips	NA	NA	NA
Law Enforcement Facilities	Persons Served	NA	NA	NA_
General Government Facilities	Persons Served	28,900	17,908	46,808
Quality of Life Facilities (Parks, Recreation, and Library)	Residents	24,598	16,000	40,598
Health and Social Services Facilities	Persons Served	28,900	17,908	46,808
Criminal Justice Facilities	Persons Served	28,900	17,908	46,808



SECTION V: METHODOLOGY USED TO CALCULATE FEES

TABLE 6B COUNTY OF YUBA UNINCORPORATED EQUIVALENT DWELLING UNITS

Unincorporated Facility Type	Service Factor	Existing EDUs/EBUs	Projected EDUs/EBUs	Total
Transportation Facilities	Average Number of Daily PM Peak Hour Trips	22,800	13,460	36,260
Law Enforcement Facilities	Persons Served	22,008	13,117	35,125
General Government Facilities	Persons Served	22,008	13,117	35,125
Quality of Life Facilities (Parks, Recreation, and Library)	Residents	NA	NA	NA
Health and Social Services Facilities	Persons Served	NA	NA	NA
Criminal Justice Facilities	Persons Served	NA	NA	· NA

TABLE 7 COUNTY OF YUBA ZONAL EQUIVALENT DWELLING UNITS

Unincorporated Facility Type	Service Factor	Existing EDUs/EBUs	Projected EDUs/EBUs	Total
Drainago Facilities	Drainage	0	454	454
Drainage Facilities	Coverage Coefficient		454	454

As evident above, General Government is the only "stacked" fee wherein development in Unincorporated areas will pay both the Unincorporated and the Countywide fee. All other fee elements only apply once, subject to the service factors noted above.

The following sections present the reasonable relationship for benefit, impact, and rough proportionality tests for each fee element (i.e., transportation facilities, law enforcement facilities, quality of life facilities, etc.) and the analysis undertaken to apportion costs for each type of facility on the Needs List. More detailed fee calculation worksheets for each type of facility are included in Appendix A.



A. TRANSPORTATION FACILITIES

Transportation facilities include infrastructure necessary to provide safe and efficient vehicular access throughout the County. In order to meet the transportation demand of new development through build out, the County identified the need for new road construction and equipment as shown in the Needs List.

TABLE 8
TRANSPORTATION FACILITIES

Identify Purpose of Fee	Transportation Improvements
Identify Use of Fee	Various roadway improvements including rights of way, signals, paving, and bridges
Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed	New residential and non-residential development will generate additional residents and employees who will create additional vehicular and non-vehicular traffic in the Unincorporated areas. Streets will have to be improved or extended to meet the increased demand. Traffic signals will have to be installed to efficiently direct increased traffic flow. Thus there is a relationship between new development and the need for new transportation facilities. Fees collected from new development will be used exclusively for roadway and transit facilities on the Needs List. Notably, adding growth along Highway 65, consistent with 2030 General Plan Growth Scenario 2 (Alternative 4), creates the need for additional arterial designations, which are not necessary under General Plan Growth Scenario 1 (Alternative 2). It has been assumed that the two cities that are located within the County – Wheatland and Marysville – will institute and/or maintain their own fee program for transportation improvements.

Table 9 below identifies the facilities proposed to be funded in whole or in part with the fees collected for Transportation improvements. Costs are based on estimates provided by the County.



TABLE 9 TRANSPORTATION FACILITIES COSTS

Transportation Facilities	F :::- 0 .
Unincorporated	Facility Cost
Arboga Road Improvements	\$5,500,000
Erle Road Improvements	\$5,500,000
Erle Road/SR 70 Improvements	\$27,000,000
Golfields Parkway Improvements	\$35,000,000
Lindhurst Avenue Improvements	\$5,500,000
Loma Rica Road Improvements	\$5,500,000
Marysville Road Improvements	\$4,000,000
McGowan Parkway Improvements	\$5,000,000
McGowan Pkwy/SR 65 Interchange Improvements	\$3,000,000
McGowan Pkwy/SR 70 Interchange Improvements	\$15,000,000
North Beale Road Improvements	\$6,000,000
Olivehurst Avenue Improvements	\$2,000,000
Olivehurst Avenue Roundabout Improvements	\$1,500,000
Plumas Lake Blvd/SR 70 Improvements	\$15,000,000
Powerline Road Improvements	\$2,500,000
State Route 20 Connection Improvements	\$5,000,000
State Route 20 Signal Improvements	\$3,000,000
State Route 20 Lane Improvements	\$5,000,000
Non-Motorized Mobility Improvements	\$4,000,000
(Sidewalks, Bike Circulation, etc.)	\$4,000,000
Gap Closures	\$3,000,000
Public Works Equipment and Facilities	\$6,000,000
Transportation Revenues not yet Committed	(\$6,532,144)
TOTAL - UNINCORPORATED FACILITIES	\$157,467,856

Calculation Methodology

Transportation improvements benefit residents and employees by providing safe and efficient vehicular access throughout Yuba County. The Transportation Fee is calculated as a fee per EDU, where one EDU is equal to the average daily PM peak hour trips (PM PHTs) generated by a single family unit. The Transportation Fee for a given land use will then be calculated by multiplying the fee per EDU by the number of PHTs generated by a particular land use.

SECTION V: METHODOLOGY USED TO CALCULATE FEES

According to the County, the current level of services is less than the expected level at build out. Therefore, the costs of these facilities have been allocated between existing development and new development based on their percentage of build out EDUs. Hence, 62.88% of the costs will be allocated to existing development and 37.12% of the costs will be allocated to new development.

TABLE 10
TRANSPORTATION FACILITIES
COST ALLOCATION SUMMARY

Development Type	Number of PM PHTs Allocated	Percentage Allocated to New Development	Facility Cost Allocated
Existing Development	22,800	62.88%	\$99,014,537
New Development	13,460	37.12%	\$58,453,319
Total	36,260	100%	\$157,467,856

Fee Amounts

Fee amounts to finance transportation improvements on the Needs List are presented in Table 11. Details regarding the analysis related to road facilities are included in Appendix A.

TABLE 11
TRANSPORTATION FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	Fee per Unit/per Non-Res. 1,000 SF	Cost Financed by Fees
Single Family Residential	\$4,343	\$45,598,800
Multi Family Residential	\$2,606	\$5,732,421
Commercial	\$2,606	\$2,345,081
Office	\$2,606	\$2,735,928
Industrial	\$869	\$1,563,387
Agricultural	\$434	\$477,702
Initial Allocation to New Development:		\$58,453,319
	Offsetting Revenues	(Previously Deducted)
Total Allocated to New Development:		\$58,453,319
Total Allocated to Existing Development:		\$99,014,537
	Total Facilities Costs:	\$157,467,856

SECTION V: METHODOLOGY USED TO CALCULATE FEES

Based on the development projections in Appendix A, the fee amounts presented in Table 11 will finance 37.12% of the net costs of the transportation facilities identified on the Needs List. The remaining 62.88% of the net costs of facilities will be funded through other sources.

B. LAW ENFORCEMENT FACILITIES

The Law Enforcement Facilities element includes those facilities used almost exclusively by the Unincorporated County, as the County's two cities (Wheatland and Marysville) maintain their own police forces. In order to serve new development through build out, the County identified the need for an additional Sheriff's Fire Range, Law Enforcement Equipment, and Administrative Building Improvements.

TABLE 12
LAW ENFORCEMENT FACILITIES ELEMENT

Identify Purpose of Fee	Law Enforcement Facilities
Identify Use of Fee	Construction and acquisition of Sheriff facilities and equipment as well as administration building improvements
Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed	New residential and non-residential development will generate additional residents and employees who will require additional service calls increasing the need for trained Sheriff personnel. Buildings and vehicles used to provide these services will have to be expanded, constructed or purchased to meet this increased demand. Thus a reasonable relationship exists between the need for law enforcement facilities and the impact of residential and non-residential development. The Law Enforcement Facility fees collected from new development will be used exclusively for law enforcement purposes.

Table 13 below identifies the facilities proposed to be funded in whole or in part with the collection of Law Enforcement fees. Costs are based on estimates provided by the County.

TABLE 13 LAW ENFORCEMENT FACILITIES FACILITY COSTS

Law Enforcement Facilities Unincorporated	Facility Cost
Sheriff's Firing Range	\$1,710,000
Sheriff's Additional Equipment	\$1,200,000
Sheriff Administration Building Improvements	\$6,378,840
Law Enforcement Revenues not yet Committed	(\$49,531)
TOTAL LAW ENFORCEMENT FACILITIES	\$9,239,309

Calculation Methodology

Fee amounts for this element were calculated for both residential and non-residential land uses as detailed in Appendix A. Each land use classification was assigned an EDU factor which was derived from the number of Persons Served, which again is defined as the persons per household (for residential units) and 50% of the number of employees per 1,000 building square feet of each category of non-residential development.

Sheriff's Firing Range

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are generally operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 0.41% of the costs will be allocated to existing development and 99.59% of the costs will be allocated to new development.

TABLE 14
LAW ENFORCEMENT FACILITIES
COST ALLOCATION SUMMARY

Sheriff Firing Range	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
Existing Development	0.41%	25	\$7,091
New Development	99.59%	5,975	\$1,702,909
Total	100%	6,000	\$1,710,000

Sheriff's Additional Equipment

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are generally operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 0.41% of the costs will be allocated to existing development and 99.59% of the costs will be allocated to new development.

TABLE 15
LAW ENFORCEMENT FACILITIES
COST ALLOCATION SUMMARY

Sheriff's Equipment	Percentage Allocated to New Development	Number of New Facility Units Allocated	Facility Cost Allocated
Existing Development	0.41%	4,976	\$4,976
New Development	99.59%	1,195,024	\$1,195,024
Total	100%	1,200,000	\$1,200,000

Sheriff Administrative Building Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are generally operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 0.41% of the costs will be allocated to existing development and 99.59% of the costs will be allocated to new development.

TABLE 16
LAW ENFORCEMENT FACILITIES
COST ALLOCATION SUMMARY

	Percentage		
Sheriff Administrative	Allocated to	Total Square	Facility Cost
Building	New	Feet Allocated	Allocated
	Development		
Existing Development	0.41%	61	\$26,452
New Development	99.59%	14,603	\$6,352,388
Total	100%	14,664	\$6,378,840

Fee Amounts

Table 17 presents a summary of the derivation of EDUs, fee amounts, and the costs financed by fees for the law enforcement facilities on the Needs List. The details of the fee calculation are presented in Appendix A.

TABLE 17
LAW ENFORCEMENT FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fee per Unit/1,000 Non-Res. SF	Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees
Single Family Residential	1.00	\$701	10,500	\$7,364,920
Multi Family Residential	0.60	\$421	2,200	\$925,876
Commercial	0.47	\$331	900	\$297,773
Office/Institutional	0.38	\$265	1,050	\$277,921
Industrial	0.19	\$132	1,800	\$238,218
Agricultural	0.12	\$87	1,100	\$96,081
		Total Allocation to N	ew Development:	\$9,200,790
		Outside Fundi	ng Responsibility:	\$38,520
	Total Facilities Costs: \$9,239			\$9,239,309

Based on the development projections in Appendix A, the fee amounts presented in Table 17 will finance 99.59% of the net costs of the Law Enforcement Facilities identified on the Needs List. The remaining 0.41% of the net costs of facilities will be funded through other sources.

C. GENERAL GOVERNMENT FACILITIES

The General Government Services Facilities Element includes those facilities used by the County to provide basic governmental services and public facilities maintenance services, exclusive of public safety.



TABLE 18 UNINCORPORATED GENERAL GOVERNMENT FACILITIES

Identify Purpose of Fee	General Government Service Facilities
Identify Use of Fee	Acquisition of facilities used to provide general government and public maintenance services of Facilities in the Unincorporated County, such as those necessary for the Community Development & Services Agency ("CDSA").
Demonstrate how	New residential and non-residential development in the
there is a reasonable	Unincorporated County will generate additional residents and
relationship between	employees who will increase the demand for services in the
the need for the public	Unincorporated areas, including public works and general
facility, the use of the	government functions. Population and growth has a direct
fee, and the type of	impact on the need for government services and facilities, thus
development project	a reasonable relationship exists between new development
on which the fee is	and government facilities, which will have to be acquired to
imposed	meet the increased demand. Fees collected from new
	development will be used exclusively for Unincorporated
	County Government Service Facilities on the Needs List.

TABLE 19 UNINCORPORATED GENERAL GOVERNMENT COMMUNITY DEVELOPMENT & SERVICES AGENCY ("CDSA") FACILITIES COST

General Government Facilities	Facility Cost
Unincorporated	Facility Cost
CDSA (Main) Improvements	\$1,975,905
CSDA (Building Inspection) Improvements	\$966,321
Unincorporated Total	\$2,942,226

Calculation Methodology

Fee amounts for this element were calculated for both residential and non-residential land uses as detailed in Appendix A. Each land use classification was assigned an EDU factor which was derived from the number of Persons Served, which again is defined as the persons per household (for residential units) and 50% of the number of employees per 1,000 building square feet of each category of non-residential development.

COMMUNITY DEVELOPMENT & SERVICES AGENCY (CDSA) - (Main) Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are generally operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 0.41% of the costs will be allocated to existing development and 99.59% of the costs will be allocated to new development as presented in Table 20 below.

TABLE 20
CDSA (MAIN) IMPROVEMENT
COST ALLOCATION SUMMARY

CDSA (Main) Improvements	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
Existing Development	0.41%	29	\$8,194
New Development	99.59%	6,904	\$1,967,711
Total	100%	6,933	\$1,975,905

COMMUNITY DEVELOPMENT & SERVICES AGENCY (CDSA) - (Building Inspection) Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are generally operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 0.41% of the costs will be allocated to existing development and 99.59% of the costs will be allocated to new development as presented in Table 21 below.

TABLE 21
CSDA (BUILDING INSPECTION) IMPROVEMENTS
COST ALLOCATION SUMMARY

CDSA (Building Inspection) Improvements	Percentage Allocated to New Development	Number of New Facility Units Allocated	Facility Cost Allocated
Existing Development	0.41%	14	\$4,007
New Development	99.59%	3,377	\$962,314
Total	100%	3,391	\$966,321

Fee Amounts

Table 22 presents a summary of the derivation of EDUs, fee amounts and the costs financed by fees for the general government facilities on the Needs List. The details of the fee calculation are presented in Appendix A. Importantly, as the General Government category has both a Countywide and an Unincorporated element, fees may be stacked (i.e., unincorporated areas will pay both elements of the General Government fee, whereas, Wheatland and Marysville-sited development will only pay the Countywide fee and not the Unincorporated fee).

TABLE 22
UNINCORPORATED GENERAL GOVERNMENT FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fee per Unit/1,000 Non-Res. SF	Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees
Single Family Residential	1.00	\$223	10,500	\$2,345,385
Multi Family Residential	0.60	\$134	2,200	\$294,848
Commercial	0.47	\$105	900	\$94,827
Office/Institutional	0.38	\$84	1,050	\$88,505
Industrial	0.19	\$42	1,800	\$75,862
Agricultural	0.12	\$28	1,100	\$30,597
		Total Allocation to N	ew Development:	\$2,930,025
		Outside Funding Responsibility: \$12		\$12,201
		Total Facilities Costs: \$2,942,2		

TABLE 23
COUNTYWIDE GENERAL GOVERNMENT FACILITIES

Identify Purpose of Fee	General Government Service Facilities
Identify Use of Fee	Acquisition of facilities used to provide general government and public maintenance services of Countywide Facilities. Table 24 below identifies those facilities that serve all residents, employees, and development within the County, regardless of location.
Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed	New residential and non-residential development in the County will generate additional residents and employees who will increase the demand for Countywide services including public works and general government functions. Population and growth has a direct impact on the need for government services and facilities, thus a reasonable relationship exists between new development and government facilities, which will have to be acquired to meet the increased demand. Fees collected from new development will be used exclusively for Countywide Government Service Facilities on the Needs List.

Table 24 below identifies the facilities proposed to be funded in whole or in part with the fees.

TABLE 24
COUNTYWIDE GENERAL GOVERNMENT
FACILITIES COST

TABLETTES GGGT			
General Government Facilities Countywide	Facility Cost		
Assessor	\$1,346,796		
Auditor-Controller	\$791,046		
Buildings and Grounds	\$215,118		
BOS-Office/Clerk of the Board	\$548,226		
Clerk-Recorder	\$1,100,727		
County Administrator	\$427,500		
County Counsel	\$552,672		
Housing	\$472,302		
Information Technology	\$689,985		
Office of Emergency Services	\$245,727		
Personnel	\$478,971		
Surplus Storage	\$486,000		
Treasurer-Tax Collector	\$542,412		
Public Guardian	\$147,402		
Countywide Total	\$8,044,884		

Calculation Methodology

Fee amounts for this element were calculated for both residential and non-residential land uses as detailed in Appendix A. Each land use classification was assigned an EDU factor which was derived from the number of Persons Served, which again is defined as the persons per household (for residential units) and 50% of the number of employees per 1,000 building square feet of each category of non-residential development.

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 100% of the costs will be allocated to new development as presented in Table 25 below.

TABLE 25 COUNTYWIDE GENERAL GOVERNMENT FACILITIES COST ALLOCATION SUMMARY

General Government Countywide	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
Existing Development	0.00%	0.00	\$O
New Development	100.00%	40,774	\$8,044,884
Countywide Total	100%	40,774	\$8,044,884

Fee Amounts

Table 26 presents a summary of the derivation of EDUs, fee amounts, and the costs financed by fees for the general government facilities on the Needs List. The details of the fee calculation are presented in Appendix A.

TABLE 26
COUNTYWIDE GENERAL GOVERNMENT FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fee per Unit/1,000 Non-Res. SF	Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees
Single Family Residential	1.00	\$449	14,500	\$6,513,819
Multi Family Residential	0.60	\$270	2,500	\$673,843
Commercial	0.47	\$212	1,675	\$354,933
Office/Institutional	0.38	\$170	1,600	\$271,233
Industrial	0.19	\$85	2,000	\$169,520
Agricultural	0.12	\$56	1,100	\$61,536
		Total Allocation to N	ew Development:	\$8,044,884
	Outside Funding Responsibility:			\$0
	Total Facilities Costs:			\$8,044,884

Based on the development projections in Appendix A, the fee amounts presented in Table 26 will finance 100% of the net costs of the Countywide General Government Facilities identified on the Needs List.

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D. **QUALITY OF LIFE FACILITIES**

The Quality of Life Facilities will serve the residents of Yuba County by providing facilities promoting exercise, literacy, and learning, while also enhancing the community's appeal and quality of life. The Fee Study includes a component for the acquisition of Quality of Life related facilities to serve only new residential development through build out.

TABLE 27 COUNTYWIDE QUALITY OF LIFE FACILITIES

def the	e acquisition and construction of Quality of Life Facilities, as fined as parks, recreational, and library facilities. Presently, e County maintains separate Library and Park fee accounts; wever, it is the desire of County staff to collapse Fund Nos.
•	5 and 187 into one subaccount to be known as "Quality of e."
there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the research	w residential development will generate additional sidents who will increase the demand for Quality of Life cilities such as park and recreation facilities, as well as sidents who will become library patrons and will demand creased library services. Land will have to be acquired and proved, while collections will have to be expanded and ditional volumes acquired to meet this increased demand. The collected from new development will be used exclusively the Quality of Life facilities identified on the Needs List.

Table 28 below identifies the facilities proposed to be funded in whole or in part with the fees. Costs are based on estimates provided by the County.

TABLE 28 COUNTYWIDE QUALITY OF LIFE **FACILITY COSTS**

Quality of Life Facilities Countywide	Facility Cost
"Quality of Life" Library & Other Improvements	\$3,662,718
"Quality of Life" Park & Other Improvements	\$3,952,018
Countywide Total	\$7,614,736

Calculation Methodology

Fee amounts for this element were calculated solely for both residential land uses as detailed in Appendix A. Each land use classification was assigned an EDU factor derived from the number of persons per household.

Library and Other Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 100% of the costs will be allocated to new development as presented in Table 29 below.

TABLE 29
COUNTYWIDE LIBRARY AND OTHER FACILITY IMPROVEMENT
COST ALLOCATION

Library and Other Improvements	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
Existing Development	0.00%	0.00	\$0
New Development	100.00%	14,776	\$3,662,718
Total	100%	14,776	\$3,662,718

Parks and Other Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 100% of the costs will be allocated to new development as presented in Table 30 below.

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TABLE 30 COUNTYWIDE PARKS AND OTHER FACILITY IMPROVEMENT COST ALLOCATION

Parks and Other Improvements	Percentage Allocated to New Development	Number of New Facility Units Allocated	Facility Cost Allocated
Existing Development	0.00%	0.00	\$ O
New Development	100.00%	111	\$3,952,018
Total	100%	111	\$3,952,018

Fee Amounts

Fee amounts to finance Quality of Life improvements on the Needs List are presented in Table 31. Details regarding the analysis related to Quality of Life facilities are included in Appendix A.

Table 31
COUNTYWIDE QUALITY OF LIFE FACILITY IMPROVEMENTS
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fee per Unit/1,000 Non-Res. SF	Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees
Single Family Residential	1.00	\$476	14,500	\$6,900,855
Multi Family Residential	0.60	\$286	2,500	\$713,882
		Total Allocation to N	ew Development:	\$7,614,736
Outside Funding Responsibility:			\$0	
Total Facilities Costs:			\$7,614,736	

E. HEALTH AND HUMAN SERVICES FACILITIES

The Health and Human Services Facilities Element includes those facilities used by the County to provide basic health and child support services to residents and employees within the County of Yuba.

TABLE 32 COUNTYWIDE HEALTH AND HUMAN SERVICES FACILITIES

Identify Purpose of Fee	Health and Human Services Facilities
Identify Use of Fee	Improvements of Health and Human Services Facilities
Demonstrate how there is a reasonable relationship between the need for the public	New residential and non-residential development will generate an increased demand for Countywide Health and Human Services.
facility, the use of the fee, and the type of development project on which the fee is imposed	Population and growth has a direct impact on the need for health and human services. New development and the consequential increase in demand will necessitate the improvement/expansion of existing health and human services facilities. Fees collected from new development will be used exclusively for the improvement of the Health and Human Services Facilities on the Needs List.

Table 33 below identifies the facilities proposed to be funded in whole or in part with the fees. Costs are based on estimates provided by the County.

TABLE 33 COUNTYWIDE HEALTH AND HUMAN SERVICES **FACILITY COSTS**

Health and Human Services Facilities	Facility Cost	
Countywide	Facility Cost	
Health & Human Services Building Improvements	\$886,200	
Child Support Services Building Improvements	\$178,680	
Health/Social Services Revenues not yet	(\$234,522)	
Countywide Total	\$830,358	

Calculation Methodology

Fee amounts for this element were calculated for both residential and non-residential land uses as detailed in Appendix A. Each land use classification was assigned an EDU factor which was derived from the number of Persons Served, which again is defined as the persons per household (for residential units) and 50% of the number of employees per 1,000 building square feet of each category of non-residential development.

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Health and Human Services Building Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 100% of the costs will be allocated to new development as presented in Table 34 below.

TABLE 34
HEALTH AND HUMAN SERVICES BUILDING IMPROVEMENT
COST ALLOCATION

Health & Human Services	Percentage Allocated to	Total Square	Facility Cost
Building Improvements	New Development	Feet Allocated	Allocated
Existing Development	0.00%	0.00	\$ O
New Development	100.00%	45,763	\$886,200
Total	100%	45,763	\$651,678

Child Support Services Building Improvements

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 100% of the costs will be allocated to new development as presented in Table 35 below.

TABLE 35
CHILD SUPPORT SERVICES BUILDING IMPROVEMENTS
COST ALLOCATION

Child Support Services Building Improvements	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
Existing Development	0.00%	0.00	\$0
New Development	100.00%	9,227	\$178,680
Total	100%	9,227	\$178,680

Fee Amounts

Fee amounts to finance Health and Social Services Facilities identified in the Needs List are presented in Table 36. Details regarding the analysis related to Health and Human Services Facilities are included in Appendix A.

TABLE 36
HEALTH AND HUMAN SERVICES FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF		Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees
Single Family Residential	1.00	\$46	14,500	\$672,328
Multi Family Residential	0.60	\$28	2,500	\$69,551
Commercial	0.47	\$22	1,675	\$36,635
Office/Institutional	0.38	\$17	1,600	\$27,995
Industrial	0.19	\$9	2,000	\$17,497
Agricultural	0.12	\$6	1,100	\$6,351
		Total Allocation to N	ew Development:	\$830,358
	Outside Funding Responsibility:			\$0
Total Facilities Costs:			\$830,358	

F. CRIMINAL JUSTICE FACILITIES

The Criminal Justice Facilities Element includes those facilities used by the County to provide Countywide services to Persons Served within the County of Yuba that include: the District Attorney's Department, the Probation Department, the County Jail, and Juvenile Hall. The Sheriff's Department operates the County Jail, but it is nonetheless treated as part of the Criminal Justice element because it serves the entire County.

TABLE 37
CRIMINAL JUSTICE FACILITIES

Identify Purpose of Fee	Criminal Justice Facilities
Identify Use of Fee	Improvements to Criminal Justice Facilities
Demonstrate how there is a reasonable relationship between the need for the public	New residential and non-residential development will generate an increased demand for Countywide Criminal Justice Services
facility, the use of the fee, and the type of development project on which the fee is imposed	Population and growth has a direct impact on the need for all facets of the Criminal Justice system. New development and the consequential increase in demand will necessitate the improvement/expansion of existing Criminal Justice Facilities. Fees collected from new development will be used exclusively for the improvement of the Countywide Criminal Justice Facilities on the Needs List.



Table 38 below identifies the facilities proposed to be funded in whole or in part with the fees. Costs are based on estimates provided by the County.

TABLE 38 CRIMINAL JUSTICE FACILITY COSTS

Criminal Justice Facilities Countywide	Facility Cost
Jail (43% Yuba/Local) Improvements	\$6,147,120
Juvenile Hall - General (50% Yuba) Improvements	\$2,009,421
Juvenile Hall - Barracks (50% Yuba) Improvements	\$859,110
Probation (incl. Victim Witness) Improvements	\$3,499,686
District Attorney Building Improvements	\$1,742,832
Sheriff Civil Building Improvements	\$230,679
Criminal Justice Revenues not yet Committed	(\$2,220,871)
Countywide Total	\$12,267,977

Calculation Methodology

Fee amounts for this element were calculated for both residential and non-residential land uses as detailed in Appendix A. Each land use classification was assigned an EDU factor which was derived from the number of Persons Served, which again is defined as the persons per household (for residential units) and 50% of the number of employees per 1,000 building square feet of each category of non-residential development.

According to the County, it has been determined that these facilities are needed to serve new development. Currently, these facilities are operating at an appropriate and acceptable level of service; therefore, the costs of facilities have been allocated to new development and existing development based on their percentage of their expected facility usage at build out. Consequently, 100% of the costs will be allocated to new development as presented in Table 39 below.

TABLE 39 CRIMINAL JUSTICE COST ALLOCATION

Child Support Services Building Improvements	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
Existing Development	0.00%	0.00	\$O
New Development	100.00%	47,790	\$12,267,977
Total	100%	47,790	\$12,267,977

Fee Amounts

Fee amounts to finance Criminal Justice Facilities identified in the Needs List are presented in Table 40. Details regarding the analysis related to Criminal Justice Facilities are included in Appendix A.

TABLE 40
CRIMINAL JUSTICE FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fee per Unit/1,000 Non-Res. SF	Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees	
Single Family Residential	1.00	\$685	14,500	\$9,933,192	
Multi Family Residential	0.60	\$411	2,500	\$1,027,572	
Commercial	0.47	\$323	1,675	\$541,252	
Office/Institutional	0.38	\$259	1,600	\$413,614	
Industrial	0.19	\$129	2,000	\$258,509	
Agricultural	0.12	\$85	1,100	\$93,839	
		Total Allocation to N	ew Development:	\$12,267,977	
		Outside Fundi	ng Responsibility:	\$0	
	Total Facilities Costs:				

G. Drainage Facilities (Zonal - South Yuba)

The Drainage Facilities include facilities necessary to ensure proper water drainage in the East Linda Specific Plan ("ELSP"). As the facilities needed do not provide a true Countywide benefit, this element of the fee program has been developed as a "zonal fee." In order to meet the necessary protection levels from runoff generated by new development through build out, the County identified the need for certain drainage facilities as shown in the Needs List. Please see generally the ELSP for the demographic projections utilized for this zonal fee program.



TABLE 41 ZONAL (SOUTH YUBA) DRAINAGE FACILITIES

Identify Purpose of Fee	Drainage Facilities
Identify Use of Fee	Construction of drainage facilities in the South Yuba Master Drainage Plan, Alternative C. The improvements in questions were sized to the future/incremental growth in the South Yuba/East Linda Specific Plan ("ELSP") including 224 acres of commercial at the southeast corner of Erle Road and Lindhurst Avenue, an area designated by the County as a "flood zone" pursuant to Municipal Code Section 13.75.010.
Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed	New residential and non-residential development will be susceptible to storm water runoff, and will therefore require additional drainage facilities. Drainage problems in South Yuba County have been documented in numerous reports since 1962. Existing problems along with new development and the potential to increase rainwater runoff instigated the need for a Drainage Master Plan for the area.
	In 1981 a South Yuba Drainage Master Plan ("SYDMP") was released and included an excellent history of drainage in southwest Yuba County, as well as proposed solutions to help alleviate interior drainage flooding caused by inadequate infrastructure. The history was updated in the Revised SYDMP of 1992. Revisions to the SYDMP have been prepared to update previous studies, to assess the impacts of future development within the East Linda area, and to delineate alternative drainage improvements within the area. The update to the SYDMP was presented to the Board of Supervisors and adopted on June 12, 2012.
	New storm water facilities will need to be constructed to properly collect runoff in this specific new developmental zone in the County, which coincides with the ELSP boundary. Thus there is a relationship between new development and the need for new drainage facilities. Fees collected from new development in this zone will be used exclusively for zonal drainage facilities on the Needs List.

Table 42 below identifies the facilities proposed to be funded in whole or in part with the fees. Costs are based on estimates provided by the County.



TABLE 42 Drainage Facility Costs

Drainage Facilities Zonal - South Yuba	Facility Cost
South Yuba Drainage Master Plan Improvements (Alternative C)	\$6,228,000
Drainage Revenues not yet Committed	(\$1,040,419)
Total	\$5,187,581

Calculation Methodology

Fee amounts for this element were calculated for both residential and non-residential land uses as detailed in Appendix A. These fees are only applicable to areas identified in the County of Yuba Drainage Master Plan and were based on future population figures that were approximated in accordance with the East Linda Specific Plan.

Drainage improvements benefit residents and employees by controlling storm water runoff in specific zones throughout Yuba County. The Drainage Fee is calculated as a fee per EDU, where the total EDUs for each land use is equal to the acreage for said land use multiplied by the drainage coefficient applicable to that land use.

According to the County, it has been determined that these facilities are needed to serve new development within specific zones within the County. Consequently, 100% of the costs will be allocated to new development within each zone as presented in Table 43 below. Again, as noted above, the drainage improvements were sized to the future/incremental growth in the ELSP.

TABLE 43

Drainage Facility Cost Allocation

Drainage Facilities	Percentage Allocated to New Development	Number of New Facility Units Allocated	Facility Cost Allocated
Existing Development	0.00%	0.00	\$0
New Development	100.00%	19,761,865	\$5,187,581
Total	100%	19,761,865	\$5,187,581

Fee Amounts

Fee amounts to finance drainage improvements on the Needs List are presented in Table 44. Details regarding the analysis related to drainage facilities are included in Appendix A.

TABLE 44
ZONAL (SOUTH YUBA) DRAINAGE FACILITIES
FEE DERIVATION SUMMARY

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fee per Unit/1,000 Non-Res. SF	Number of Units/Non-Res. 1,000 SF	Cost Financed by Fees	
Single Family Residential	250.00	\$1,429	2,000	\$2,858,222	
Multi Family Residential	18.75	\$715	300	\$214,367	
Commercial	176.53	\$1.29	1,565	\$2,018,270	
Office/Institutional	8.46	\$1.29	75	\$96,722	
Industrial	0.00	\$0.00	0	\$0	
Agricultural	0.00	\$0.00	0	\$0	
		Total Allocation to N	ew Development:	\$5,187,581	
	Outside Funding Responsibility:				
	Total Facilities Costs:				

H. ADMINISTRATIVE COST COMPONENT

The Administrative Cost component is intended to cover the County's cost associated with the administration of the development impact fee program. Administrative costs include staff time associated with fee collection, maintenance of trust funds into which the fees are deposited, and preparation of the annual reports as required per the Government Code. The work associated with administration of the fee program is a function of the amount of fee revenue collected; therefore, it is reasonable to compute the Administrative Cost component as a percentage of the "Percentage of Cost Allocated to New Development" as indicated in column four (4) of the Needs List.

Chapter 13.50 of the Yuba County Municipal Code requires that 3.00% of the fee be deposited to reimburse the Community Development and Service Agency for administering the fee program.



The total fee amounts to finance new development's share of the costs of facilities in the Needs Lists are summarized in Tables 45-46 below.

TABLE 45
DEVELOPMENT IMPACT FEE SUMMARY 1

Unincorporated Facilities	Residential	Non-Residential				
	Residential	Commercial	Office/Institutional	Industrial	Agricultural	
Transportation Facilities	\$51,331,220	\$2,345,081	\$2,735,928	\$1,563,387	\$477,702	
Law Enforcement Facilities	\$8,290,795	\$297,773	\$277,921	\$238,218	\$96,081	
General Government Facilities	\$9,827,896	\$449,760	\$359,738	\$245,382	\$92,133	
Quality of Life Facilities (Parks, Recreation, and Library)	\$7,614,736	\$0	\$0	\$ 0	\$0	
Health and Social Services Facilities	\$741,879	\$36,635	\$27,995	\$17,497	\$6,351	
Criminal Justice Facilities	\$10,960,764	\$541,252	\$413,614	\$258,509	\$93,839	
Administrative Cost (3%)	\$2,663,019	\$110,115	\$114,456	\$69,690	\$22,983	
Total	\$91,430,309	\$3,780,616	\$3,929,652	\$2,392,683	\$789,090	

¹ Unincorporated areas include the Countywide component where applicable.

TABLE 46
ZONAL (SOUTH YUBA) DRAINAGE DEVELOPMENT IMPACT FEE SUMMARY

Drainage Facilities Residential Non-Residential				ential	
Dramage racingtes	Residential	Commercial	Office/Institutional	Industrial	Agricultural
Drainage Facilities	\$3,072,588	\$2,018,270	\$96,722	\$0.00	\$0.00

The estimated fees per unit or per KSF are summarized in the tables below. Importantly, the County reserves the right to assess residential property on either a per-unit or per-square-foot basis. At the direction of the County, DTA has thus also evaluated a residential per sq. ft. methodology utilizing residential averages of 2,000 sq.ft. for Single Family homes and 1,200 sq.ft. for Multi-Family residences. Accordingly, the resulting fee per sq. ft. for all residential classes would be \$3.57 per sq. ft. for a unit in Unincorporated (non-South Yuba Drainage) territory, as shown in Table 47 below. The County could then, pursuant to authorization by the Board of Supervisors, charge the per sq. ft. amount up to the maximums defined below, which would fittingly be reached at the 2,000 sq. ft. mark for a Single Family home and 1,200 sq. ft. for a Multi-family unit. This methodology would incentive the development of smaller units, a stated County goal that satisfies both planning and environmental concerns.

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TABLE 47 UNINCORPORATED DEVELOPMENT IMPACT FEES PER UNIT/PER KSF SUMMARY 1

	Residential			Non-Residential			
Unincorporated Facilities	Single Family (\$/unit)	Multi-Family (\$/unit)	Commercial (\$/1,000 BSF)	Office/Institutional (\$/1,000 BSF)	Industrial (\$/1,000 BSF)	Agricultural (\$/1,000 BSF)	
Transportation Facilities	\$4,343	\$2,606	\$2,606	\$2,606	\$869	\$434	
Law Enforcement Facilities	\$701	\$421	\$331	\$265	\$132	\$87	
General Government Facilities	\$673	\$404	\$317	\$254	\$127	\$84	
Quality of Life Facilities (Parks, Recreation, and Library)	\$476	\$286	\$0	\$0	\$0	\$0	
Health and Social Services Facilities	\$46	\$28	\$22	\$17	\$9	\$6	
Criminal Justice Facilities	\$685	\$411	\$323	\$259	\$129	\$85	
Administrative Cost	\$208	\$125	\$108	\$102	\$38	\$21	
Total Per Unit/Per KSF	\$7,132	\$4,279	\$3,707	\$3,502	\$1,304	\$717	
Total Residential Per Sq. Ft.	\$3.57	\$3.57	NA	NA	NA	NA	

¹ Unincorporated areas include the Countywide component where applicable.

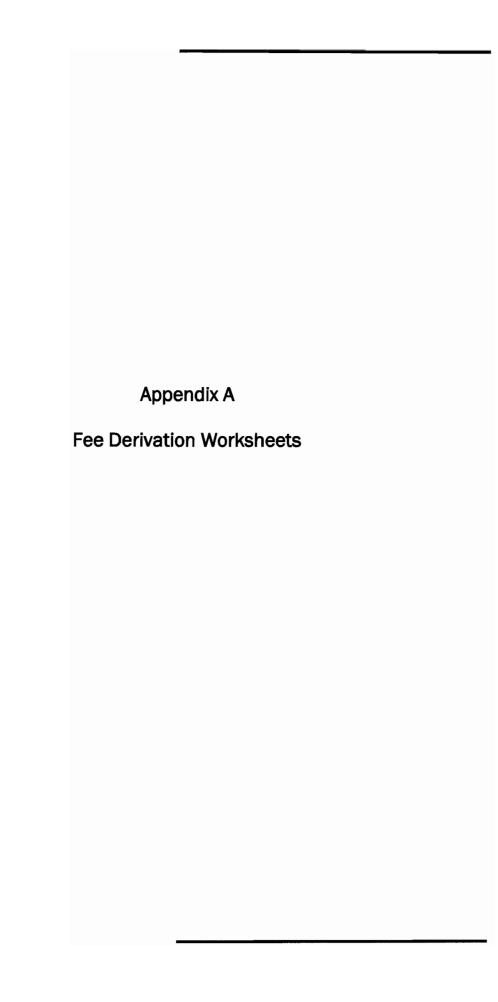
TABLE 48 INCORPORATED DEVELOPMENT IMPACT FEES PER UNIT/PER KSF SUMMARY

	Resid	Residential		Non-Residential		
Countywide Facilities	Single Family (\$/unit)	Multi-Family (\$/unit)	Commercial (\$/1,000 BSF)	Office/Institutional (\$/1,000 BSF)		Agricultural (\$/1,000 BSF)
Transportation Facilities	NA	NA	NA	NA	NA	NA
Law Enforcement Facilities	NA NA	NA	NA	NA	NA	NA
General Government Facilities	\$449	\$270	\$212	\$170	\$85	\$56
Quality of Life Facilities (Parks, Recreation, and Library)	\$476	\$286	\$0	\$0	\$0	\$0
Health and Social Services Facilities	\$46	\$28	\$22	\$17	\$9	\$6
Criminal Justice Facilities	\$685	\$411	\$323	\$259	\$129	\$85
Administrative Cost	\$50	\$30	\$17	\$13	\$7	\$4
Total Per Unit/Per KSF	\$1,706	\$1,024	\$574	\$459	\$229	\$151
Total Residential Per Sq. Ft.	\$0.85	\$0.85	NA	NA	NA	NA

TABLE 49 SOUTH YUBA ZONAL DRAINAGE DEVELOPMENT IMPACT FEES PER UNIT/PER KSF SUMMARY

	Resid	ential		Non-Resi	dential	
Drainage Facilities	Single Family (\$/unit)	Multi-Family (\$/unit)	Commercial (\$/1,000 BSF)	Office/Institutional (\$/1,000 BSF)	Industrial (\$/1,000 BSF)	Agricultural (\$/1,000 BSF)
Drainage Facilities	\$1,429	\$715	\$1.29	\$1.29	\$0.00	\$0.00

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County of Yuba Transportation Facilities Fee Calculation (Unincorporated)

I. Existing EDU Calculation

Land Use Type	Trip Generation Rate per Unit/ Per Non-Res. 1,000 S.F. (pass-throughs deducted)	Number of Units /Non-Res. SF	Total PM PHTs (per Unit/1,000 SF)
Single Family Residential	1.00	15,620	15,620
Multi Family Residential	0.60	5,600	3,360
Commercial	0.60	2,000,000	1,200
Office	0.60	2,500,000	1,500
Industrial	0.20	4,200,000	840
Agricultural	0.10	2,800,000	280
Total			22,800

II. Future EDU Calculation

Land Use Type	Trip Generation Rate per Unit/ Per Non-Res. 1,000 S.F. (pass-throughs deducted)	Number of Units /Non-Res. SF	Total PM PHTs (per Unit/1,000 SF)
Single Family Residential	1.00	10,500	10,500
Multi Family Residential	0.60	2,200	1,320
Commercial	0.60	900,000	540
Office	0.60	1,050,000	630
Industrial	0.20	1,800,000	360
Agricultural	0.10	1,100,000	110
Total	_		13,460

III. Proposed Facilities Cost

Facility	Facility
Facility	Cost
Transportation Facilities Cost	\$284,000,000
Offsetting Revenues	(\$126,532,144)
Total Facilities Cost	\$157,467,856

IV. Allocation of Facilities to Existing and New Development (based on PM PHTs)

	Total	Percentage of	Facility
Facility	Number of PM PHTs	Cost Allocated	Cost
Existing Development	22,800	62.88%	\$99,014,537
New Development	13,460	37.12%	\$58,453,319
Total Facilities Cost	36,260	100%	\$157,467,856

County of Yuba Transportation Facilities Fee Calculation (Unincorporated)

V. Allocation of Facilities to New Development (based on New EDUs)

		Facility Cost	
	Total	Allocated to	Cost Per
Facility	Number of PM PHTs	New Development	PM Peak Hour Trip
Transportation Facilities Cost	13,460	\$58,453,319	\$4,342.74
Total Facilities Cost	13,460		\$4,342.74

VI. Developer Fees and Cost Financed by Fees per Unit/per 1,000 Non-Res. SF

Land Use Type	Trip Generation Rate per Unit/ per Non-Res. 1,000 SF	Fee per Unit/ per Non-Res. 1,000 SF	Cost Financed by
Single Family Residential	1.00	\$4,342.74	\$45,598,800
Multi Family Residential	0.60	\$2,605.65	\$5,732,421
Commercial	0.60	\$2,605.65	\$2,345,081
Office	0.60	\$2,605.65	\$2,735,928
Industrial	0.20	\$868.55	\$1,563,387
Agricultural	0.10	\$434.27	\$477,702
Initial Allocation to New Development			\$58,453,319
Offsetting Revenues			Previously Deducted
Total Allocated to New Development			\$58,453,319
Total Allocated to Existing Development			\$99,014,537
Total Facilities Costs			\$157,467,856

Notes:

[1] Assumes allowance for diverted trips or pass-throughs; 80% for Commercial and Office, 60% for Industrial. Source: County Public Works Department.

Based on unique characteristics of Yuba County. PM Peak Hour Trips based on averages for each land use type from 2010 ITE Trip Generation Manual.

County of Yuba General Government Fee Calculation (Unincorporated)

I. Inventory of Existing Facilities

Facility Type	Quantity	Facility Units
CDSA (Main) Improvements	11,555	Square Feet
CSDA (Building Inspection) Improvements	5,651	Square Feet

II. Existing EDU Calculation

		[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees Per 1,000	EDUs per Unit/	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Non-Res. SF	Per 1,000 Non-Res. SF	[a]*(c)
Single Family Residential	15,620	2.65	1.00	15,620
Multi Family Residential	5,600	1.59	0.60	3,360
Commercial	2,000	1.25	0.47	943
Office/Institutional	2,500	1.00	0.38	943
Industrial	4,200	0.50	0.19	792
Agricultural	2,800	0.33	0.12	349
Total				22.008

III. Existing Facility Standard

			Quantity
Facility Type	Quantity	Facility Units	per 1,000 EDU's
CDSA (Main) Improvements	11,555	Square Feet	525.04
CSDA (Building Inspection) Improvements	5,651	Square Feet	256.77

IV. Future EDU Calculation

	(a)	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees per	EDUs per	Number of EDUs
Land Use Type	Non-Res. 1,000 SF [1]	Non-Res. 1,000 SF [2]	Unit/per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	10,500	2.65	1.00	10,500
Multi Family Residential	2,200	1.59	0.60	1,320
Commercial	900	1.25	0.47	425
Office/Institutional	1,050	1.00	0.38	396
Industrial	1,800	0.50	0.19	340
Agricultural	1,100	0 33	0.12	137
Total				13,117

V. Proposed Inventory, Cost, and Service Standard

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
CDSA (Main) Improvements	6,933	Square Feet	\$1,975,905	528.54
CSDA (Building Inspection) Improvements	3,391	Square Feet	\$966,321	258.48
Catasting Kengunga			\$0	
Total Cost of General Government Facilities			\$2,942,226	

VI. Allocation of General Government Facilities to Existing & New Development (based on total EDUs)

A.1 CSDA (Main)						
[a]	[b]	[c]	[d]	[e]	[f]	[g]
Existing	Total Future	SF Allocated 100%	Proposed Service	SF per EDU	SF Beyond Existing	Total Proposed
SF Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Service Standard [4]	New SF
1,000 EDU's		[a]*[b]	1,000 EDU's	[d]-{a]	[b]*[e]	[c]+[f]
525.04	13,117.36	6,887.11	528.54	3.50	45.89	6,933.00

A.2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development							
Facility Units Split Facility Units Number of Percentage of Total Between New and Existing Allocated 100% To Total Facility Units							
Facility Type	EDU's	EDU's	Development	New Development	Allocated		
Existing	22,008	62.66%	28.75	NA	28.75		
New Development	13,117	37.34%	17.14	6,887.11	6,904.25		
Total	35.125	100.00%	45.89		6,933.00		

A.3 Cost Allocated Between Existing and New Development						
	Total Number of	Percentage of				
Facility Type	SF	Cost Allocated	Facility Cost			
Existing	28.75	0.41%	\$8,194			
New Development	6,904.25	99.59%	\$1,967,711			
Total	6,933.00	100.00%	\$1,975,905			

ſ	B.1 CDSA (Building Inspection)			_			
- 1	[a]	[d]	[c]	[d]	(e)	[1]	[g]
-	Existing	Total Future	Facility Units Allocated 100%	Proposed Service	Facility Units per EBU		Total Proposed
-	Facility Units Per	EDU's	To New Development [3]	Standard Per		Existing Service Standard [4]	
-	1,000 EDU's		[a]*[b]	1,000 EDU's	[d]-[a]	[b]*[e]	[c]+[f]
ſ	256.77	13,117.36	3,368.16	258.48	1.71	22.44	3,390.60

B.2 Facility Units Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development							
Facility Units Split							
Number of	Percentage of Total	Between New and Existing	Allocated 100% To	Total Facility Units			
EDU's	EDU's	Development	New Development	Allocated			
22,008	62.66%	14.06	NA NA	14.06			
13,117	37.34%	8.38	3,368.16	3,376.54			
35, 125	100.00%	22.44		3,390.60			
	Number of EDU's 22,008 13,117	Number of Percentage of Total EDU's EDU's EDU's EDU's 22,008 62,66% 13,117 37,34%	Number of EDU's Percentage of Total EDU's Edween New and Existing	Numbar of EDU's Percentage of Total Between New and Existing Facility Units Split Facility Units Split			

B.3 Cost Allocated Between Existing and New Development						
	Total Number of	Percentage of				
Facility Type	New Facility Units	Cost Allocated	Facility Cost			
Existing	14	0.41%	\$4,007			
New Development	3,377	99.59%	_\$962,314			
Total	3,391	100.00%	\$966,321			

County of Yuba General Government Fee Calculation (Unincorporated)

VII. Summary Cost Data

Section		Cost Allocated	Total	Cost Per
VI	Facility Type	to New Development	Future EDU's	EDU
A.3	CDSA (Main) Improvements	\$1,967,711	13,117	\$150.01
B.3	CSDA (Building Inspection) Improvements	\$962,314	13,117	\$73.36
	Offsetting Revenues	517	13,117	\$0.00
Total		\$2,930,025		\$223.37

VIII. Development Impact Fee per Unit or per 1,000 Non-Res. SF

Land Use Type	EDUs Per Unit/1,000 Non-Res. SF	Fees Per Unit/1,000 Non-Res. SF	Number of Units/ Non-Res. 1,000 SF	Cost Financed by DIF
Single Family Residential	1.00	\$223	10,500	\$2,345,385
Multi Family Residential	0.60	\$134	2,200	\$294,848
Commercial	0.47	\$105	900	\$94,827
Office/Institutional	0.38	\$84	1,050	\$88,505
Industrial	0.19	\$42	1,800	\$75,862
Agricultural	0.12	\$28	1,100	\$30,597
Total Allocated to New Development				\$2,930,025
Outside Funding Responsibility				\$12,201
Total Cost of General Government Facilities				\$2,942,226

Notes

[T]Expense Housing Units based on County of Yulia. Gennel Plan (2000)

[A remain Housined Store Based on Holmshore Interned Horn the California Dissertent of Privace, 2013 Yulia County, and U.S. Cantau Bureau

[J] Absonate 100% in the development square field to equipment receiving to fund existing service strained for new residents

[J] Cornier proposed service Mandale in excess is that contently provided to enoting strategies.

County of Yuba General Government Fee Calculation (Countywide)

I. Inventory of Existing Facilities

Facility Type	Quantity	Facility Units
County Office Improvements	65,799	Square Feet

II. Existing EDU Calculation

	[a] Number of	[b] Residents per Unit	(c)	[d] Total
	Units/	Employees Per 1,000	EDUs per Unit/	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Non-Res. SF	Per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	19,870	2.65	1.00	19,870
Multi Family Residential	7,880	1.59	0.60	4,728
Commercial	3,000	1.25	0.47	1,415
Office/Institutional	4,125	1.00	0.38	1,557
Industrial	5,200	0.50	0.19	981
Agricultural	2,800_	0.33	0.12	349
Total				28,900

III. Existing Facility Standard

			Quantity
Facility Type	Quantity	Facility Units	per 1,000 EDU's
County Office Improvements	65,799	Square Feet	2,276.82

IV. Future EDU Calculation

TTT III III DO OUICHIULIAI				
	[a]	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees per	EDUs per	Number of EDUs
Land Use Type	Non-Res. 1,000 SF [1]	Non-Res. 1,000 SF [2]	Unit/per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	14,500	2.65	1.00	14,500
Multi Family Residential	2,500	1.59	0.60	1,500
Commercial	1,675	1.25	0.47	790
Office/Institutional	1,600	1.00	0.38	604
Industrial	2,000	0.50	0.19	377
Agricultural	1,100	0.33	0.12	137
Total				17,908

V. Proposed Inventory, Cost, and Service Standard

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
County Office Improvements	29,762	Square Feet	\$8,044,884	1,661.94
Offseiting Pevennies		•	30	
Total Cost of General Government Facilities			\$8,044,884	

Vi. Allocation of General Government Facilities to Existing & New Development (based on total EDUs)

A.1 County Office Improvements						
[a]	[b]	[c]	[d]	[e]	[f]	(g)
Existing	Total Future	SF Allocated 100%	Proposed Service	SF per EDU	SF Beyond Existing	Total Proposed
SF Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Service Standard [4]	New SF
1,000 EDU's		[a]*[b]	1,000 EDU's	[d}-[a]	[b]*[e]	[c]+[f]
2,276.82	17,908.21	40,773.78	1,661.94	0.00	0.00	29,762.40

A.2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development

Facility Type	Number of EDU's	Percentage of Total EDU's	Facility Units Split Between New and Existing Development	Facility Units Allocated 100% To New Development	Total Facility Units Allocated
Existing	28,900	61.74%		NA	
New Development	17,908	38.26%	<u> </u>	40,773.78	40,773.78
Total	46,808	100.00%	0.00		40,773.78

A.3 Cost Allocated Between Existing and New Development

	Total Number of	Percentage of	
Facility Type	\$F	Cost Allocated	Facility Cost
Existing	0.00	0.00%	\$0
New Development	40,773.78	100.00%	\$8,044,884
Total	40,773.78	100.00%	\$8,044,884

Til. Olimina y Goot Pala				
Section		Cost Allocated	Total	Cost Per
VI	Facility Type	to New Development	Future EDU's	EDU
A.3	County Office Improvements	\$8,044,884	17,908	\$449.23
	Offseiting Reventies	50	17,908	\$0.00
Total		\$8,044,884		\$449.23

VIII. Development Impact Fee per Unit or per 1.000 Nor-Res

VIII. Development impact Fee per Unit or per 1,000 Non-Res. SF				
	EDUs Per	Fees Per	Number of Units/	Cost Financed by
Land Use Type	Unit/1,000 Non-Res. SF	Unit/1,000 Non-Res. SF	Non-Res. 1,000 SF	DIF
Single Family Residential	1.00	\$449	14,500	\$6,513,819
Multi Family Residential	0.60	\$270	2,500	\$673,843
Commercial	0.47	\$212	1,675	\$354,933
Office/Institutional	0.38	\$170	1,600	\$271,233
Industrial	0.19	\$85	2,000	\$169,520
Agricultural	0.12	\$56	1,100	\$61,536
Total Allocated to New Development				\$8,044,884
Outside Funding Responsibility				\$0
Total Cost of General Government Facilities				\$8,044,884

Notes
| It Expected Housing Units based on County of Yusa, Cehnald Plan (2000)
| Average Household Sub Based on information coldered from the California Department of Finance, 2012, Yuba County, and U.S. Census Bureau
| Alexander Units One Average Census Based on Artificial Census Bureau
| Alexander Units One Average Census Based on Experiment Accesses to the County of the Artificial Service Standard for new readonts
| 40 Decides proposed service standard in secses to that Currently provided to existing residents.

County of Yuba Quality of Life Fee Calculation (Countywide)

I. Inventory of Existing Facilities

Facility Type	Quantity	Facility Units
Library & Other Improvements	22,717	Square Feet
Park & Other Improvements	170	Acres

II. Existing EDU Calculation

	[a]	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees Per 1,000	EDUs per Unit/	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Non-Res. SF	Per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	19,870	2.65	1.00	19,870
Multi Family Residential	7,880	1.59	0.60	4,728
Commercial	3,000	1.25	0.00	0
Office/Institutional	4,125	1.00	0 00	0
Industrial	5,200	0.50	0.00	0
Agricultural	2,800	0.33	0.00	0
Total				24,598

III. Existing Facility Standard

			Quantity
Facility Type	Quantity	Facility Units	per 1,000 EDU's
Library & Other Improvements	22,717	Square Feet	923.53
Park & Other Improvements	170	Acres	6.91

IV. Future EDU Calculation

14. Fatare EDO Calculation				
	[a]	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees per	EDUs per	Number of EDUs
Land Use Type	Non-Res. 1,000 SF [1]	Non-Res. 1,000 SF [2]	Unit/per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	14,500	2.65	1.00	14,500
Multi Family Residential	2,500	1.59	0.60	1,500
Commercial	1,675	1.25	0.00	0
Office/Institutional	1,600	1.00	0.00	0
Industrial	2,000	0.50	0.00	О
Agricultural	1,100	0.33	0.00	0
Total				16,000

V. Proposed Inventory, Cost, and Service Standard

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
Library & Other Improvements	13,630	Square Feet	\$4,975,023	851.89
Park & Other Improvements	102	Acres	\$4,080,000	6.38
Offsetting Revenues			(\$1,440,287)	
Total Cost of Library & Park Facilities			\$7,614,736	

VI. Allocation of Quality of Life Facilities to Existing & New Development (based on total EDUs)

A.1 Library & Other Improvements						
[a]	[b]	[c]	[d]	[e]	[f]	[g]
Existing	Total Future	SF Allocated 100%	Proposed Service	\$F per EDU	SF Beyond Existing	Total Proposed
SF Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Service Standard [4]	New SF
1,000 EDU's		[a]*[b]	1,000 EDU's	[d]-[a]	[b]*[e]	[c]+{f]
923.53	16,000.00	14,776.49	851.89	0.00	0.00	13,630.20

A.2 SF Beyond Existing Service Standard Split Between New and Existing, plue SF allocated 100% to New Development						
			Facility Units Split	Facility Units		
	Number of	Percentage of Total	Between New and Existing	Allocated 100% To	Total Facility Units	
Facility Type	EDU's	EDU's	Development	New Development	Allocated	
Existing	24,598	60.59%		NA	-	
New Development	16,000	39.41%		14,776.49	14,776.49	
Total	40,598	100.00%	0.00		14,776.49	

A.3 Cost Allocated Between Existing and New Development			
	Total Number of	Percentage of	
Facility Type	SF	Cost Allocated	Facility Cost
Existing	0.00	0.00%	\$0
New Development	14,776.49	100.00%	\$4,975,023
Total	14,776.49	100.00%	\$4,975,023

	B.1 Park & Other Improvements						
	(a)	[b]	[c]	[d]	[e]	[f]	[g]
	Existing	Total Future	Facility Units Allocated 100%	Proposed Service	Facility Units per EBU	Facility Units Beyond	Total Proposed
	Facility Units Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Existing Service Standard [4]	New Facility Units
	1,000 EDU's		[a]*[b]	1,000 EDU's	[d]-[a]	[b]*[e]	[c]+[f]
ı	6.91	16,000.00	110.58	6.38	0.000	0.00	102.00

B.2 Facility Units Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development						
			Facility Units Split	Facility Units		
	Number of	Percentage of Total	Between New and Existing	Allocated 100% To	Total Facility Units	
Facility Type	EDU's	EDU's	Development	New Development	Allocated	
Existing	24,598	60.59%		NA	-	
New Development	16,000	39.41%		110.58	110.58	
Total	40,598	100.00%	0.00		110.58	

County of Yuba Quality of Life Fee Calculation (Countywide)

B.3 Cost Allocated Between Existing and New Development			
	Total Number of	Percentage of	
Facility Type	New Facility Units	Cost Allocated	Facility Cost
Existing	0.00	0.00%	\$0
New Development	110.58	100.00%	\$4,080,000
Total	110.58	100.00%	\$4,080,000

VII. Summary Cost Data

Section		Cost Allocated	Total	Cost Per
VI	Facility Type	to New Development	Future EDU's	EDU
A.3	Library & Other Improvements	\$4,975,023	16,000	\$310.94
B.3	Park & Other Improvements	\$4,080,000	16,000	\$255.00
	Offsetting Pevenues	(\$1.440.287)	16,000	(\$90.02)
Total		\$7,614,736		\$475.92

VIII. Development Impact Fee per Unit or per 1,000 Non-Res. SF

The desired management of post of the part				
	EDUs Per	Fees Per	Number of Units/	Cost Financed by
Land Use Type	Unit/1,000 Non-Res. SF	Unit/1,000 Non-Res. SF	Non-Res. 1,000 \$F	DIF
Single Family Residential	1.00	\$476	14,500	\$6,900,855
Multi Family Residential	0.60	\$286	2,500	\$713,882
Commercial	0.00	\$0	1,675	\$0
Office/Institutional	0.00	\$0	1,600	\$0
Industrial	0.00	\$0	2,000	\$0
Agricultural	0.00	\$0	1,100	\$0
Total Allocated to New Development				\$7,614,736
Outside Funding Responsibility				\$0
Total Cost of Quality of Life Facilities				\$7,614,736

Notes

[1] Expected Housing Units based on County of Yuba, Ceenes Plan (2000)

[2] Average Household Sus Based on Information obtained from the California Department of Finance, 2013, Yuba County, and U.S. Ceesus Bureau.

[3] Allocases 1005, none-development, quarter later or equipment necessary to fund existing service standard for new residents

[4] Denotes proposed service standard in excess to that currently provided to existing residents.

County of Yuba Drainage Fee Calculation (Zonal - ELSP)

I. Inventory of Existing Facilities

Facility Type	Quantity	Facility Units
South Yuba Drainage Master Plan Improvements (Alternative C)	19,761,865	Square Feet

II. Existing EDU Calculation

_				[d]
	[a]	[b]	[c]	Total
	Number of Units/	Total	Drainage	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Acreage	Coverage Coefficient	[b]*[c]
Single Family Residential	0	0.00	0.50	0
Multi Family Residential	0	0 00	0.75	0
Commercial)	0	0 00	0.75	0
Office/Institutional	0	0 00	0.75	0
Industrial	0	0.00	0.75	0
Agricultural	0	0.00	0.75	0
Total				- 0

III. Existing Facility Standard

		_	Quantity
Facility Type	Quantity	Facility Units	per 1,000 EDU's
South Yuba Drainage Master Plan Improvements (Alternative C)	0	Square Feet	0 00

IV. Future EDU Calculation

				(d)
	[a]	[b]	[c]	Total
	Number of Units/	Total	Drainage	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Acreage	Coverage Coefficient	[b]*[c]
Single Family Residential	2,000	500 00	0 50	250
Multi Family Residential	300	25.00	0 75	19
Commercial	1,565	235.38	0 75	177
Office/Institutional	75	11.28	0 75	8
Industrial	0	0 00	0.75	0
Agricultural	0	0.00	0 75	0
Total				454

V. Proposed Inventory, Cost, and Service Standard

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
South Yuba Drainage Master Plan Improvements (Alternative C)	19,761,865	Square Feet	\$6,228,000	43,553,087 88
Offsetting Revenues			(\$1,040.419)	
Total Cost of Drainage Facilities			\$5.187.581	

VI. Allocation of Drainage Facilities to Existing & New Development (based on total EDUs)

A.1 Drainage Improvements						
[A]	[b]	[c]	[d]	[e]	{fl	[g]
Existing	Total Future	SF Allocated 100%	Proposed Service	SF per EDU	SF Beyond Existing	Total Proposed
SF Per	EDU's	To New Development [2]	Standard Per	Beyond Existing	Service Standard [3]	New SF
1,000 EDU's		(a)*(b)	1,000 EDU's	[d]-[a]	[b]*[e]	[c]+[f]
0.00	453 74	0 00	43,553,087.88	43,553,087 88	19,761,865.20	19,761,865.20

A.2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development Facility Units Allocated 100% To New Development NA 0.00 Total Facility Units Allocated Number of EDU's 19,761,865.20 19,761,865.20

		_	
A.3 Cost Allocated Between Existing and New Development			
	Total Number of	Percentage of	
Facility Type	SF	Cost Allocated	Facility Cost
Existing	0	0.00%	\$0
New Development	19,761,865	100.00%	\$6,228,000
	10 704 005	100.000	\$6 229 000

VII. Summary Cost Data				
Section		Cost Allocated	Total	Cost Per
VI	Facility Type	to New Development	Future EDU's	EDU
A.3	South Yuba Drainage Master Plan Improvements (Alternative C)	\$6,228,000	454	\$13,725.86
	- अने अवस्थित वृत्तिकार विभाव भागत	:\$1.340,4169	454	(32,232.39)
Total		\$5,187,581		\$11,432.89

VIII. Development Impact Fee per Unit or per 1,000 Non-Res. SF				
	EDUs Per	Cost Financed by	Number of Units/	Fees Per Unit
Land Use Type	Unit/1,000 Non-Res. SF	DIF	Non-Res. 1,000 SF	Non-Res. 1,000 SF
Single Family Residential	250.00	\$2,858,222	2,000	\$1,429.11
Multi Family Residential	18.75	\$214,367	300	\$714.56
Commercial	176.53	\$2,018,270	1,565	\$1.29
Office/Institutional	8.46	\$96,722	75	\$1 29
Industrial	0.00	\$0		\$0.00
Agricultural	0.00	\$0		\$0.00
Total Allocated to New Development	453 74	\$5,187,581		
Outside Funding Responsibility		\$0		
Total Control Designate Excilition		\$5.187.581		

Notes
(1) Expected Acreage and Coverage Coeffects provided by County of the Public Works Opartment. He enter corresponds to
(2) Abscuses 100Npc new development source field elequipment receasely to find existing sentor sentential for new residents.
(3) Devotes proposed servicement in exists to that currently provided to existing resistances.

County of Yuba Health & Human Services Fee Calculation (Countywide)

•	Inventory	~4	Eviction	Cooli	W I
	inventorv	or	EXISTING	racii	Ries

Facility Type	Quantity	Facility Units
Health & Human Services Building Improvements	73,850	Square Feet
Child Support Services Building Improvements	14,890	Square Feet

II. Existing EDU Calculation

		[b)		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees Per 1,000	EDUs per Unit/	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Non-Res. SF	Per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	19,870	2.65	1.00	19,870
Multi Family Residential	7,880	1.59	0.60	4,728
Commercial	3,000	1.25	0.47	1,415
Office/Institutional	4,125	1.00	0.38	1,557
Industrial	5,200	0.50	0.19	981
Agricultural	2,800	0.33	0.12	349
Total				28,900

III. Existing Facility Standard

			Quantity
Facility Type	Quantity	Facility Units	per 1,000 EDU's
Health & Human Services Building Improvements	73,850	Square Feet	2,555.41
Child Support Services Building Improvements	14,890	Square Feet	515.23

IV. Future EDU Calculation

	[a]	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees per	EDUs per	Number of EDUs
Land Use Type	Non-Res. 1,000 SF [1]	Non-Res. 1,000 SF [2]	Unit/per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	14,500	2.65	1.00	14,500
Multi Family Residential	2,500	1.59	0.60	1,500
Commercial	1,675	1.25	0.47	790
Office/Institutional	1,600	1.00	0.38	604
Industrial	2,000	0.50	0.19	377
Agricultural	1,100	0.33	0.12	137
Total				17,908

V. Proposed Inventory, Cost, and Service Standard

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
Health & Human Services Building Improvements	44,310	Square Feet	\$886,200	2,474.28
Child Support Services Building Improvements	8,934	Square Feet	\$178,680	498.88
Officeting Revenues			(3074,612)	
Total Cost of HHS Facilities			\$830.358	

VI. Allocation of HHS Facilities to Existing & New Development (based on total EDUs)

A.1 HHS Improvements						1
[a]	[b]	[c]	[d]	[e]	[f]	[g]
Existing	Total Future	SF Allocated 100%	Proposed Service	SF per EDU	SF Beyond Existing	Total Proposed
SF Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Service Standard [4]	New SF
1,000 EDU's		[a]*[b]	1,000 EDU's	[d]-{a]	[b]*[e]	[c]+[f]
2,555.41	17,908.21	45,762.75	2,474.28	0.00	0.00	44,310.00

A D OF Dayson of Facilities a Complete	Ct	L OF -U-		- Name Daniela managant
A.2 or Beyond Existing Service	Standard Split Between New and Existi	ng, pius ər alıc	Cated 100% t	to Mem Development

	Number of		Facility Units Split Between New and Existing	Facility Units Allocated 100% To	Total Facility Units
Facility Type	EDU's	EDU's	Development	New Development	Allocated
Existing	28,900	61.74%	-	NA	-
New Development	17,908	38.26%		45,762.75	45,762.75
Total	46,808	100.00%	0.00		45,762.75

A.3 Cost Allocated Between Existing and New Development			
	Total Number of	Percentage of	
Facility Type	SF	Cost Allocated	Facility Cost
Existing	0.00	0.00%	\$0
New Development	45,762.75	100.00%	\$886,200
Total	45,762.75	100.00%	\$886,200

	_					
B.1 Child Support Improvements						
[a]	[b]	[c]	[d]	[e]	ឲ្យ	[g]
Existing	Total Future	Facility Units Allocated 100%	Proposed Service	Facility Units per EBU		Total Proposed
Facility Units Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Existing Service Standard [4]	New Facility Units
1,000 EDU's		[a]*[b]	1,000 EDU's_	[d]-[a]	[b]*(e)	[c]+[f]
515.23	17,908.21	9,226,91	498.88	0.000	0.00	8,934.00

B.2 Facility Units Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development							
	Facility Units						
	Number of	Percentage of Total	Between New and Existing	Allocated 100% To	Total Facility Units		
Facility Type	EDU's	EDU's	Development	New Development	Allocated		
Existing	28,900	61.74%	-	NA	•		
New Development	17,908	38.26%		9,226.91	9,226.91		
Total	46,808	100.00%	0.00		9,226.91		

B.3 Cost Allocated Between Existing and New Development			
	Total Number of	Percentage of	
Facility Type	New Facility Units	Cost Allocated	Facility Cost
Existing	0.00	0.00%	\$0
New Development	9,226.91	100.00%	\$178,680
Total	9,226.91	100.00%	\$178,680

County of Yuba Health & Human Services Fee Calculation (Countywide)

VII. Summary Cost Data

Section		Cost Allocated	Total	Cost Per
VI	Facility Type	to New Development	Future EDU's	EDU
A.3	Health & Human Services Building Improvements	\$886,200	17,908	\$49.49
B.3	Child Support Services Building Improvements	\$178,680	17,908	\$9.98
	Offsetting Revenues	(3024.502)	17,908	(\$15.10)
Total		\$830,358		\$46.37

VIII. Development Impact Fee per Unit or per 1,000 Non-Res. SF

Tal. Development impact ree per cint of par 1,000 for 1408. Sr				
	EDUs Per	Fees Per	Number of Units/	Cost Financed by
Land Use Type	Unit/1,000 Non-Res. SF	Unit/1,000 Non-Res. SF	Non-Res. 1,000 SF	DIF
Single Family Residential	1.00	\$46	14,500	\$672,328
Multi Family Residential	0.60	\$28	2,500	\$69,551
Commercial	0.47	\$22	1,675	\$36,635
Office/Institutional	0.38	\$17	1,600	\$27,995
Industrial	0.19	\$9	2,000	\$17,497
Agricultural	0.12	\$6	1,100	\$6,351
Total Allocated to New Development				\$830,358
Outside Funding Responsibility				\$0
Total Cost of HHS Facilities				\$830,358

Notes

(1) Expected Housing Units based on County of Yuka, General Plan (MSS)

[7] Average Household Size Seared on information obtained from the California Department of Finance, 2013, Yuba County, and U.S. Census Bursau.

[8] Alexansia 1957-50: tower development is sure feet or way, printed increasing to fund widing service standard for new resolution

[4] Devotes proposed service standard in access 10that currently provided to existing residents.

County of Yuba Criminal Justice Fee Calculation (Countywide)

I. Inventory of Existing Facilities

Facility Type	Quantity	Facility Units
Criminal Justice Facilities	77,121	Square Feet

II. Existing EDU Calculation

	[a]	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees Per 1,000	EDUs per Unit/	Number of EDUs
Land Use Type	Non-Res. 1,000 SF	Non-Res. SF	Per 1,000 Non-Res. SF	[a]*[c] 19,870
Single Family Residential	19,870	2.65	1.00	19,870
Multi Family Residential	7,880	1.59	0.60	4,728
Commercial	3,000	1.25	0.47	1,415
Office/Institutional	4,125	1.00	0.38	1,557
Industrial	5,200	0.50	0.19	981
Agricultural	2,800	0.33	0.12	349
Total				28.900

III. Existing Facility Standard

Facility Type	Quantity	Facility Units	Quantity per 1,000 EDU's
Criminal Justice Facilities	77,121	Square Feet	2,668.59

IV. Future EDU Calculation

	[a]	[b]		[d]
	Number of	Residents per Unit/	[c]	Total
	Units/	Employees per	EDUs per	Number of EDUs
Land Use Type	Non-Res. 1,000 SF [1]	Non-Res. 1,000 SF [2]	Unit/per 1,000 Non-Res. SF	[a]*[c]
Single Family Residential	14,500	2.65	1.00	14,500
Multi Family Residential	2,500	1.59	0.60	1,500
Commercial	1,675	1.25	0.47	790
Office/Institutional	1,600	1 00	0.38	604
Industrial	2,000	0.50	0.19	377
Agricultural	1,100	0.33	0.12	137
Total				17.908

V. Proposed Inventory, Cost, and Service Standard

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
Criminal Justice Facilities	46,273	Square Feet	\$14,488,848	2,583.88
Officething Rovernes			(\$0,029,871)	
Total Cost of Criminal Justice Escilities			£42 267 077	

VI. Allocation of Criminal Justice Facilities to Existing & New Development (based on total EDUs)

A.1 Criminal Justice Improvements						
[a]	[b]	[c]	[d]	[e]	(f)	[9]
Existing	Total Future	SF Allocated 100%	Proposed Service	SF per EDU	SF Beyond Existing	Total Proposed
SF Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Service Standard [4]	New SF
1,000 EDU's		[a]*[b]	1,000 EDU's	[d]-[a]	[b]*[e]	[c]+(f]
2,668.59	17.908.21	47.789.70	2,583.88	0.00	0.00	46,272.60

A 2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development							
	Number of		Facility Units Split Between New and Existing	Facility Units Allocated 100% To	Total Facility Units		
Facility Type	EDU's	EDU's	Development	New Development	Allocated		
Existing	28,900	61.74%	-	NA NA	-		
New Development	17,908	38 26%		47,789.70	47,789.70		
Total	46,808	100.00%	0.00		47,789.70		

A.3 Cost Allocated Between Existing and New Development							
	Total Number of	Percentage of					
Facility Type	SF	Cost Allocated	Facility Cost				
Existing		0.00%	\$0				
New Development	47,790	100.00%	\$14,488,848				
Total	47,790	100.00%	\$14,488,848				

Til. Odminiary Coor Date				
Section		Cost Allocated	Total	Cost Per
VI	Facility Type	to New Development	Future EDU's	EDU
A.3	Criminal Justice Facilities	\$14,488,848	17,908	\$809.06
	Cefsething For venues	(\$0,020,871)	17,908	(\$104.01)
Total		\$12,267,977		\$685.05

VIII. Development Impact Fee per Unit or per 1,000 Non-Res. SF				
	EDUs Per	Fees Per	Number of Units/	Cost Financed by
and Use Type	Unit/1,000 Non-Res. SF	Unit/1,000 Non-Res. SF	Non-Res. 1,000 SF	DIF
Single Family Residential	1.00	\$685	14,500	\$9,933,192
fulti Family Residential	0.60	\$411	2,500	\$1,027,572
Commercial	0.47	\$323	1,675	\$541,252
ffice/Institutional	0.38	\$259	1,600	\$413,614
dustrial	0.19	\$129	2,000	\$258,509
gricultural	0.12	\$85	1,100	\$93,839
otal Allocated to New Development				\$12,267,977
outside Funding Responsibility				\$0
Total Cost of Criminal Justice Facilities				\$12,267,977

Name

[1] Equipment Housing Units based on County of Yoles Claimers Plan (2000)

[2] Among Housings Dies based on County of Yoles Claimers Plan (2000)

[2] Among Housings Dies Bussel on reformation observed from the California Department of Finance 2013, Yulia County, and U.S. Comput Burnary

[3] Microsers 1000. Anne Americangers organised for requirem respectively burnary burnary burnary study among standard for new residents

[4] Devotes procord service standard in excess to that currently proceed to existing residents

"July Currently Ref Finance 1 and 20 tests based on our 4.5% of best use associated with Youn County population

"Amonger Valler 3.5% administrations with 3.6% and 2000 Americanger

"Probation 14.213 by It of Countriouse 6.23344 It is Dan Americanger."

County of Yuba (County-wide) EBU & EDU Calculation Year to Build-Out (2030)

Existing EDU Calculation [1]

Service Factor (Residents and Employees)

	· •	Residents per Unit**/			
	Number of	Persons Served per	EDUs per Unit/	Number of Units/	Total
Land Use Type	Persons Served *	1,000 Non-Res. SF	per 1,000 Non-Res. SF	Non-Res. SF	Number of EDUs
Single Family Residential	52,656	2.65	1.00	19,870	19,870
Multi Family Residential	12,529	1.59	0.60	7,880	4,728
Commercial	3,750	1.25	0.47	3,000,000	1,415
Office/Institutional	4,125	1.00	0.38	4,125,000	1,557
Industrial	2,600	0.50	0.19	5,200,000	981
Agricultural	924	0.33	0.12	2,800,000	349
Total	76,584				28,900

Source: David Taussig & Associates; County of Yuba General Plan (2030), U.S. Census Bureau QuickFacts (American Community Survey).

- * Persons Served = Residents plus 50% of Employees, customary industry practice designed to capture the reduced levels of service demanded by employees.
- ** Multi Family Residential = Set at 60% of Single Family Residential, customary industry practice designed to capture the reduced levels of service demanded by Multi Family Residential dwellings.

Future EDU Calculation [1]

Service Factor (Future Residents and Employees)

		Residents per Unit**/			
	Number of	Persons Served per	EDUs per Unit/	Number of Units/	Total
Land Use Type	Persons Served *	1,000 Non-Res. SF	per 1,000 Non-Res. SF	Non-Res. SF	Number of EDUs
Single Family Residential	38,425	2.65	1.00	14,500	14,500
Multi Family Residential	3,975	1.59	0.60	2,500	1,500
Commercial	2,094	1.25	0.47	1,675,000	790
Office/Institutional	1,600	1.00	0.38	1,600,000	604
Industrial	1,000	0.50	0.19	2,000,000	377
Agricultural	363	0.33	0.12	1,100,000	137
Total	47,457				17,908

Source: David Taussig & Associates; County of Yuba General Plan (2030), U.S. Census Bureau QuickFacts (American Community Survey).

* Persons Served = Residents plus 50% of Employees, customary industry practice designed to capture the reduced levels of service demanded by employees.

^{**} Multi Family Residential = Set at 60% of Single Family Residential, customary industry practice designed to capture the reduced levels of service demanded by Multi Family Residential dwellings.

County of Yuba (Unincorporated) EBU & EDU Calculation Year to Build-Out (2030)

Existing EDU Calculation [1]

Service Factor (Residents and Employees)

		Residents per Unit**/			
	Number of	Persons Served per	EDUs per Unit/	Number of Units/	Total
Land Use Type	Persons Served *	1,000 Non-Res. SF	per 1,000 Non-Res. SF	Non-Res. SF	Number of EDUs
Single Family Residential	41,393	2.65	1.00	15,620	15,620
Multi Family Residential	8,904	1.59	0.60	5,600	3,360
Commercial	2,500	1.25	0.47	2,000,000	943
Office/Institutional	2,500	1.00	0.38	2,500,000	943
Industrial	2,100	0.50	0.19	4,200,000	792
Agricultural	924	0.33	0.12	2,800,000	349
Total	58,321				22,008

Source: David Taussig & Associates; County of Yuba General Plan (2030), U.S. Census Bureau QuickFacts (American Community Survey).

- * Persons Served = Residents plus 50% of Employees, customary industry practice designed to capture the reduced levels of service demanded by employees.
- ** Multi Family Residential = Set at 60% of Single Family Residential, customary industry practice designed to capture the reduced levels of service demanded by Multi Family Residential dwellings.

Future EDU Calculation [1]

Service Factor (Future Residents and Employees)

		Residents per Unit**/			
	Number of	Persons Served per	EDUs per Unit/	Number of Units/	Total
Land Use Type	Persons Served *	1,000 Non-Res. SF	per 1,000 Non-Res. SF	Non-Res. SF	Number of EDUs
Single Family Residential	27,825	2.65	1.00	10,500	10,500
Multi Family Residential	3,498	1.59	0.60	2,200	1,320
Commercial	1,125	1.25	0.47	900,000	425
Office/Institutional	1,050	1.00	0.38	1,050,000	396
Industrial	900	0.50	0.19	1,800,000	340
Agricultural	363	0.33	0.12	1,100,000	137
Total	34,761				13,117

Source: David Taussig & Associates; County of Yuba General Plan (2030), U.S. Census Bureau QuickFacts (American Community Survey).

- * Persons Served = Residents plus 50% of Employees, customary industry practice designed to capture the reduced levels of service demanded by employees.
- ** Multi Family Residential = Set at 60% of Single Family Residential, customary industry practice designed to capture the reduced levels of service demanded by Multi Family Residential dwellings.

County of Yuba (East Linda Specific Plan) EBU & EDU Calculation Year to Build-Out (2030)

Existing EDU Calculation [1]

Service Factor (Residents and Employees)

Land Use Type	Number of Units/ Non-Res. SF	Total Acreage	Drainage Coverage Coefficient	Total Number of EDUs
Single Family Residential	0	0.00	0.50	0
Multi Family Residential	0	0.00	0.75	0
Commercial	0	0.00	0.75	0
Office/Institutional	0	0.00	0.75	0
Industrial	0	0.00	0.75	0
Agricultural	0	0.00	0.75	0
Total	N/A	0.00		0

Source: County of Yuba Public Works Department; County of Yuba General Plan (2030).

Future EDU Calculation [1]

Service Factor (Future Residents and Employees)

Land Use Type	Number of Units/ Non-Res. SF	Total Acreage	Drainage Coverage Coefficient	Total Number of EDUs
Single Family Residential	2,000	500.00	0.50	250
Multi Family Residential	300	25.00	0.75	19
Commercial	1,565,000	235.38	0.75	177
Office/Institutional	75,000	11.28	0.75	8
Industrial	0	0.00	0.75	0
Agricultural	0	0.00	0.75	0
Total	N/A	771.66		454

Source: County of Yuba Public Works Department; County of Yuba General Plan (2030).

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