# 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 8<sup>th</sup> Street, Marysville and <u>www.co.yuba.ca.us</u>. 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.

#### APRIL 15, 2014

#### 9:15 A.M. Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. (142-14) Consider Airport lease agreement with United Parcel Service (BT-OH, LLC) for Lot 7, Industrial Park 1 Administrative Services (Five minute estimate)
- 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. <u>PLEDGE OF ALLEGIANCE</u> Led by Supervisor Abe
  - 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. Clerk of the Board of Supervisors
      - 1. (143-14) Approve minutes for the meetings of March 25, and April 1, 2014.
    - B. Community Development and Services
      - 1. (144-14) Approve Floodplain Development Variance for agricultural storage building at 9670 State Route 70.
    - C. Health and Human Services
      - 1. (145-14) Adopt resolution authorizing Interim Director to enter into and execute specific new and ongoing contracts, agreements, grants, and memorandums of understanding in an amount less than \$50,000 for Fiscal Year 2014/2015 or multi-years. (Human Services Committee recommends approval)
      - 2. (146-14) Adopt resolution authorizing the Director or Interim Director of Health and Human Services to enter into and execute Memorandums of Understanding with participating Medi-Cal Managed Care Plans. (Human Services Committee recommends approval (Five minute estimate)
    - D. Sheriff-Coroner
      - 1. (147-14) Approve agreement with U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana and authorize the Chair to execute.

#### IV. SPECIAL PRESENTATION

- A. (148-14) Present proclamation recognizing California Aviation Day April 23, 2014. (Ten minute estimate)
- B. (149-14) Receive Sheriff's Department's 2013 Annual Report and presentation. (Fifteen 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. <u>COUNTY DEPARTMENTS</u>

- A. Administrative Services
  - 1. (150-14) Approve sublease agreement between Continental Pacific Lumber Industries and Cali Shine Distillery Company, for property located at 5216 Arboga Road, and authorize Chair to execute same. (Public Facilities Committee recommends approval) (Fifteen minute estimate)
- B. Auditor-Controller
  - (151-14) Receive independent auditors report on Financial Statement and Single Audit for fiscal year ended June 30, 2013. (Fifteen minute estimate) Audit Report: <u>http://www.co.yuba.ca.us/Departments/Auditor-Controller/</u>
- C. Board of Supervisors
  - 1. (152-14) Receive information regarding State of Jefferson and take action as appropriate. (No background material) (Fifteen 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. (153-14) Hold public hearing, waive reading, and introduce ordinance adding Article 5 to Chapter 2.50 authorizing the Purchasing Agent to perform all acts necessary regarding the acquisition of real property where the purchase price does not exceed \$150,000. (Ten minute estimate)
  - B. (154-14) Hold public hearing, waive reading, and introduce ordinance amending Chapters 13.00.030, 13.00.042, 13.00.052, 13.00.056 and 13.00.060 of the Yuba County Ordinance Consolidated Fee Ordinance Code for Administrative Services, Clerk Recorder, Health Services, and Treasurer. (Finance and Administration Committee recommends approval) (Ten minute estimate)
  - C. (134-14) Hold public hearing, waive reading, and adopt ordinance repealing and reenacting Chapter 13.20 of the Yuba County Ordinance Code relating to Community Development and Services Agency Fees to become operative on July 1, 2014; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Land Use and Public Works Committee recommended approval) (Second reading) (Ten minute estimate)
  - D. (135-14) Hold public hearing, waive reading, and adopt ordinance repealing and reenacting Chapter 13.50 of the Yuba County Consolidated Fee Ordinance Code relating to Countywide Development Impact Fees to become operative on July 1, 2014; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Public Works and Land Use committee recommended approval) (Second reading) (Ten minute estimate)
  - E. (136-14) Hold public hearing, waive reading, and adopt ordinance amending Section 13.80.070 of Chapter 13.80 relating to deferral and waiver of certain impact fees to extend expiration from June 30, 2014 to June 30, 2016. (Public Works and Land Use committee recommended approval) (Second reading) (Ten minute estimate)

#### VIII. CORRESPONDENCE

A. (155-14) Notice from State of California Fish and Game Commission regarding proposed regulatory action relating to Pacific halibut sport fishing. (Copy provided to Fish and Game Advisory Commission)

- B. (156-14) Letter from State Board of Equalization announcing Taxpayers' Bill of Rights public hearings May 22 and June 24, 2014.
- C. (157-14) Letter from Department of Veterans Affairs commending Veterans Service Officer Marvin King for work done securing benefits for local veterans and their families. (Copy provided to Human Resources)
- D. (158-14) Letter from Cal OES regarding drought emergency, the establishment of a Drought Task Force and other financial services and assistance they offer. (Copy provided to Agricultural Commissioner and Emergency Services)
- E. (159-14) Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of April 1, 2014 through June 30, 2014.
- 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. Pending litigation pursuant to Government Code §54956.9(e)(3) One Claim/Tomko
  - B. Personnel pursuant to Government Code §54957(a) Labor Negotiations YCEA/County of Yuba
  - C. Personnel pursuant to Government Code §54957 Department Head Evaluation/Agricultural Commissioner

#### XI. <u>ADJOURN</u>

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**

<u>AGENDA ITEMS</u>: 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



142-14	
AIRPORT	/41-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880
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(530) 749-7880 FAX (530) 749-7936

April 15, 2014

TO: PUBLIC FACILITIES COMMITTEE

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: DISCUSS AIRPORT LEASE AGREEMENT FOR UNITED PARCEL SERVICE (BT-OH, LLC) FOR LOT 7, INDUSTRIAL PARK 1

## Recommendation:

It is recommended that the Committee approve the subject airport lease agreement and direct staff to proceed with Board approval at the next available meeting.

### Background:

The attached is a new ground lease with United Parcel Service. The previous lease was a 40-year lease written in 1974 that will expire on April 30, 2014. Lot 7 is a 5-acre parcel located in Airport Industrial Park No. 1.

### Discussion:

The Airport has worked with the company over the past several months to mutually agree on a reasonable lease rate. The previous lease was \$500 a year for a 40-year term. The new rate is \$.02 cents per square foot or \$4,356 annually. The rate was determined after review of similar current leases in the industrial park area. The lease rate is adjusted annually based on changes to the Consumer Price Index and will continue for a lease term of 20 years.

The attached lease was reviewed by committee on February 25, 2014, and requested that changes be made to address the subleasing of the property and related fees. Staff has worked with Counsel to implement those changes to section 14 of the attached.

#### Fiscal Impact:

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

Attachments

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# LEASE

THIS LEASE, made on the \_\_\_\_\_day of \_\_\_\_\_, 2014, by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "Lessor") and BT – OH, LLC (hereinafter referred to as "Lessee").

#### WITNESSETH:

1. <u>DESCRIPTION OF PREMISES</u>. Lessor does hereby lease to Lessee, and Lessee does hereby rent and accept from Lessor, for the consideration and subject to all of the terms and conditions hereinafter set forth, the premises (the "Premises") described as Lot'No. 7, Industrial Park No. 1, Yuba County Airport, APN 13-410-077, containing five acres, more or less, as shown on the map entitled "Subdivision of Yuba County Industrial Tract No. 1," on file in the office of the County recorder of the County of Yuba, State of California, in Book 5 of Maps, page 39.

2. <u>TERM</u>. The term of the Lease shall be for Twenty (20) years commencing on the first day of May 2014 (Effective Date) and terminating on the 30<sup>th</sup> day of April, 2034. Lessee shall have the right to negotiate to obtain a new lease for the premises upon expiration of the term. The terms of any new lease and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. <u>RENT.</u>

A. <u>Base Rent</u>. Annual lease Base Rent during the term of this Lease Agreement shall be at the rate of 2.0 cents per square foot for the Premises or the sum of FOUR THOUSAND THREE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$4,356.00).

B. <u>Rent Adjustments</u>. Effective July 1<sup>st</sup> of each year, a new annual rent shall be determined based upon the following adjustment:

(1) For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), for the month of or nearest April 1<sup>st</sup> of each year.

(2) Effective each July 1<sup>st</sup>, the annual rent shall be increased by the then current basic index (CPI) as defined by the BLS.

(3) In the event that the basic index (CPI) decreases to a point of reflecting a negative figure for that year, the rental rate shall not change.

(4) If the foregoing index is no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

#### 4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. <u>USE OF PREMISES</u>. Lessee shall use the Premises for a package delivery business operation.

6. <u>LESSEE'S IMPROVEMENTS ON PREMISES</u>. Lessee or its predecessors in interest have constructed improvements on the Premises as follows:

A. <u>Fence.</u> Upon termination of this Lease or any extension thereof, Lessee may remove the fence surrounding the premises. If said fence is not removed within

ninety (90) days from the date of such termination, said fence shall become the property of County. In the event of removal of said fence by Lessee, the Premises shall be left in good order and shall not be marred or defaced.

B. <u>Buildings</u>. Upon termination of this Lease or any extension thereof, Lessee may remove the structures from the Premises. If the Buildings are not removed within ninety (90) days from the date of such termination, the Buildings shall become the property of County. In the event of removal of the Buildings by Lessee, the Premises shall be left in good order and shall not be marred or defaced.

7. <u>MAINTENANCE OF PREMISES</u>. Lessee, at its own cost and expense, shall keep the said premises and improvements and permanent equipment in good condition and repair during the full term of this Lease, and Lessor may inspect said premises from time to time, and notify Lessee of any repairs that may be necessary, and if the Lessee shall not promptly make such necessary repairs, then the Lessor may make same at the expense and cost of the Lessee.

#### 8. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after

a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

9. <u>COMPLIANCE WITH LAWS</u>. Lessee, at its own expense, shall promptly observe and comply with all rules, regulations, orders, and laws now in effect or which may hereafter be enacted during this Lease by any municipal, county, state, or federal authorities, with respect to the operation and use of the Premises by Lessee.

10. <u>INSURANCE:</u> Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

A. The terms of the attached Exhibit A, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

11. <u>INDEMNITY</u>: Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

12. <u>TAXES AND ASSESSMENTS:</u> Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes and assessments of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

13. <u>UTILITIES:</u> Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

14. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law

or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease, and the Lessor shall not

unreasonably\_withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the prior written approval of Lessor, but sublessees will be required to pay appropriate use fees or charges as established from time-to-time by the County. Further, should Lessee sublease the property for a rate greater than 25% above the original rental, the Lessee shall be obligated to pay the equivalent of 25% of the increase to the County as additional rent. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

15. <u>DEFAULT:</u> In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

16. <u>BANKRUPTCY:</u> In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

17. <u>FIRE DAMAGE:</u> It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same

cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

18. <u>BREACH OR NONCOMPLIANCE</u>: The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

19. <u>ATTORNEY'S FEES:</u> In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

#### 20. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

21. <u>NOTICES:</u> Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County At:

Airport Manager YUBA COUNTY AIRPORT 1364 Sky Harbor Drive Olivehurst, CA 95961

Copy to:

Yuba County County Counsel Suite 111 119 8<sup>th</sup> Street Marysville, CA 95901 To Lessee At:

Real Estate Manager 5020 Ivy Street Commerce City, CO 80022

Copy to:

UPS Corporate Real Estate Contract Administrator 55 Glenlake Pkwy, NE Atlanta, GA 30328 Building 1, Floor 5

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first

above written.

COUNTY OF YUBA

Ву \_\_\_\_\_

Chairman

BT – OH, LLC

Ву\_\_\_\_

Vice-President

ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors

Ву \_\_\_\_\_

REVIEW OF INSURANCE:

Risk Manager

APPROVED AS TO FORM:

County/Counsel

# <u>EXHIBIT A</u>

# INSURANCE PROVISIONS

LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if LESEE provides written verification it has no employees)* 

4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to LESSEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

# Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

# Additional Insured Status

**COUNTY**, its officers, officials, employees, and volunteers are to be covered as additional Insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

# **Primary Coverage**

For any claims related to this contract, **LESSEE's insurance coverage shall be primary** insurance as respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of LESSEE's insurance and shall not contribute with it.

# Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled**, **except with notice to the COUNTY**.

# Waiver of Subrogation

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

# **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESSEE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

# Acceptability of Insurers

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

# **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LESSEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

# Verification of Coverage

LESSEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## Subcontractors

LESSEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

## Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# <u>EXHIBIT B</u>

# FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. <u>COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES</u>: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

# CONSENT

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# AGENDA

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The County of Yuba



# BOARDOFSUPERVISORS

# MARCH 25, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:32 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.

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

- I. <u>PLEDGE OF ALLEGIANCE</u> Led by Program Manager Valli Elliott and Tobacco Education Coalition Youth Representatives Ms. Chloe Jones, Mr. T.J. Crippen, Ms. Ashlyn Widell and Ms. Isabel Sotello
- II. <u>ROLL CALL</u> Supervisors Vasquez, Nicoletti, Abe, Stocker Supervisor Griego 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 approveMOVED: Hal StockerSECOND: Andy VasquezAYES: Hal Stocker, Andy Vasquez, John Nicoletti, Roger AbeNOES: NoneABSENT: Supervisor Mary Jane Griego ABSTAIN: None

- A. Administrative Services
  - 1. (104-14) Approve amendment to lease agreement with Keith and Gail Stroup, dba Aroma Catering, and authorize Chair to execute. Approved.
- 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) Approved.
- C. Clerk of the Board of Supervisors
  - 1. (106-14) Approve Conflict of Interest Code for Yuba County Water Agency. Approved.
  - 2. (107-14) Approve minutes from the meeting of March 11, 2014 Approved as written.
- D. Community Development and Services
  - 1. (108-14) Adopt resolution certifying the 2013 County Maintained Mileage. Adopted Resolution No. 2014-20, which is on file in Yuba County Resolution Book No. 45.

- 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. Approved.
- E. Emergency Services
  - (110-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2014-21, which is on file in Yuba County Resolution Book No. 45.
- 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. Approved.
- 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. Adopted Resolution No. 2014-22, which is on file in Yuba County Resolution Book No. 45.

#### IV. COUNTY DEPARTMENTS

- E. Probation
  - (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) Program Manager Jason Roper recapped Victim Rights Week including special recognition of Mr. Bobby Washburn, Mr. Josh Jellsey, Ms. Val Hammes and Ms. Liz Rodriguez, who on March 21, 2014, provided assistance in various capacities to aid emergency services at the incident that occurred on the railroad tracks above Earle Yorton Little League Park in Marysville.

Mr. Roper continued with the presentation commending the following for their exemplary service to victims of crime, and invited the Board to attend a candlelight vigil April 6, 2014 at 6:30 p.m.:

- Yuba County Deputy Probation Officer April Sonnenberg
- Deputy District Attorney John Nash
- City of Marysville Dispatcher Ms. Kelly Mincer
- Yuba County Victim Services Department Mr. John Escovedo
- City of Marysville Police Officer Christian Sachs
- Yuba County Sheriff's Department Sergeant Wendell Anderson
- Rideout Health Group Sexual Assault Response Team: Ms. Marlena Gibbs, Ms. Raquel Montero, Ms. Loranne Evans, and Ms. Cheryl Smith
- Brownsville Quilt Guild: Ms. Leslie Collins, Ms. Norma LaPeal, Ms. Diane Hall
- Ms. Doris Myers
- Church of Jesus Christ of Latter Day Saints
- Sutter Buttes Doll and Study Club

MOTION: Move to adoptMOVED: Roger AbeSECOND: Hal StockerAYES: Roger Abe, Hal Stocker, Andy Vasquez, John NicolettiNOES: NoneABSENT: Supervisor Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2014-23, which is on file in Yuba County Resolution Book No. 45.

#### V. SPECIAL PRESENTATION

- A. (113-14) Received presentation promoting smoke free parks from Yuba County Youth and Adult Tobacco Education Coalition. (Ten minute estimate) Youth Representatives from the Tobacco Education Coalition Ms. Chloe Jones, Mr. T.J. Crippen, Ms. Ashlyn Widell and Ms. Isabel Sotello presented a PowerPoint Presentation to promote smoke free parks in Yuba County, depicting the successes they have had in the greater Yuba Sutter area, and urged the Board to support additional park signage promoting smoke free Yuba County parks.
- B. (007-14) Present proclamation to First 5 Yuba Commission proclaiming 2014 the Year of the Child (Five minute estimate) Chairman Nicoletti read and presented a proclamation to Executive Director Cynthia Sodari and Scotia Holmes-Sanchez.

#### VI. PUBLIC COMMUNICATIONS:

Public Works Director Mike Lee – final authorization to proceed with the State Route 70/Feather River Boulevard Interchange

Mr. Bruce Bishop, Wheatland – assessment appeals application

#### VII. <u>COUNTY DEPARTMENTS</u>

- A. Administrative Services
  - (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) Director Doug McCoy recapped the agreement and responded to Board inquiries. Environmental Alternatives Executive Director Tim Wilkinson stated priorities would be to rehabilitate the house and install a care taker. Mr. Wilkinson responded to inquiries regarding alcohol and use of glass containers in the kitchen and dining facility.

Community Development and Services Director Kevin Mallen advised annual inspection fees charged by Environmental Health are approximately \$1,800.

The following individual spoke: Ms. Lori Jacobs.

County Administrator Robert Bendorf recapped Board discussion regarding waiver of inspection fees, notification when alcohol is served or sold, use of glass containers in the kitchen and dining facility, and use of the camp by 4H; and advised Administrative Services could work with Environmental Alternatives to draft an amendment addressing the Boards concerns to be brought back to the Board for approval.

MOTION: Move to adopt Resolution MOVED: Andy Vasquez SECOND: Roger Abe AYES: Andy Vasquez, Roger Abe, Hal Stocker NOES: John Nicoletti ABSENT: Supervisor Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2014-24, which is on file in Yuba County Resolution Book No. 45.

- B. Board of Supervisors
  - (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) Ms. Janlynn Fleener, Counsel for Fellowship of Friends, provided a brief recap of the Fellowships history and the current claim for refund of taxes and responded to Board inquiries.

County Counsel Angil Morris-Jones advised the Fellowship has a Conditional Use Permit to operate a museum on the property in question and has not changed the permit to reflect current use.

The following individuals spoke:

- Mr. Nick Spaulding
- Chief Building Official Martin Griffin
- Mr. Chris Delfino, Downey Brand
- Planning Director Wendy Hartman

Assessor Bruce Stottlemeyer and Assistant Assessor Kimberly Heisch responded to Board inquiries regarding denials of previous applications.

MOTION: Move to deny all claims MOVED: Andy Vasquez SECOND: Hal Stocker AYES: Hal Stocker, John Nicoletti, Roger Abe NOES: Andy Vasquez ABSENT: Supervisor Mary Jane Griego ABSTAIN: None

- C. Community Development and Services
  - (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) Public Works Director Mike Lee recapped permitting requirements for storm water systems, use of funding requested, and responded to inquiries.

MOTION: Move to authorize General Fund contingency expenditure of \$15,000 MOVED: Andy Vasquez SECOND: Roger Abe AYES: Andy Vasquez, Roger Abe, John Nicoletti, Hal Stocker NOES: None ABSENT: Supervisor Mary Jane Griego ABSTAIN: None

- 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) Legislative Affairs Coordinator Russ Brown recapped the bill.

The following individual spoke: Ms. Lori Jacobs support AB 2205

Consensus of the Board was received to issue letter of support.

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) Legislative Affairs Coordinator Russ Brown recapped bills from departments regarding support and opposition.

Chief Probation Officer Jim Arnold - support AB 1449 Realignment Omnibus Act of 2014 and SB 957 Imprisonment position of watch

County Administrator Robert Bendorf stated the bills were still in a preliminary stage and would keep the Board informed as they progressed.

- VIII. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.
  - 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) Supervising Building Official Jeremy Strang summarized changes, additions to code, and addition of Chapter 10.50, and responded to Board inquiries.

Chair Nicoletti opened the public hearing. No one came forward.

MOTION: Move to adoptMOVED: Hal StockerSECOND: Roger AbeAYES: Hal Stocker, Roger Abe, Andy Vasquez, John NicolettiNOES: NoneABSENT: Supervisor Mary Jane Griego ABSTAIN: None

Adopted Ordinance No. 1527, which is on file in Yuba County Ordinance Book No. 24.

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)

Chair Nicoletti opened the public hearing. No one came forward.

MOTION: Move to adoptMOVED: Roger AbeSECOND: Andy VasquezAYES: Roger Abe, Andy Vasquez, John Nicoletti, Hal StockerNOES: NoneABSENT: Supervisor Mary Jane Griego ABSTAIN: None

Adopted Ordinance No. 1528, which is on file in Yuba County Ordinance Book No. 24.

#### IX. <u>CORRESPONDENCE</u>

- A. (119-14) Letter from Saftey Belt Safe U.S.A regarding safety seat checkup week March 30 April 5, 2014. Received
- B. (120-14) Letter from Senator Jim Nielsen regarding the Agriculture Education Incentive Grant Program. Received

- 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. Received
- X. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe: RCRC meeting March 20, 2014

Supervisor Nicoletti: North Beale Road Article

Supervisor Stocker left the meeting at 12:50 p.m. and did not return.

- XI. <u>CLOSED SESSION:</u> The Board retired into closed session at 12:50 p.m. and returned at 1:32 p.m. with all members present as indicated above with the exception of Supervisor Stocker.
  - 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 By unanimous vote the Board authorized to move forward.</u>
  - B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 Property: APN 050-140-056,050-140-055, 055-110-025 Negotiating Parties: Bamford/County of Yuba Negotiation: Terms of Payment By unanimous vote the Board authorized to move forward.
  - C. Personnel pursuant to Government Code §54957(a) <u>Labor Negotiations YCEA/County of Yuba</u> Information provided.
  - D. Personnel pursuant to Government Code §54957 Department Head Evaluation/Agricultural Commissioner Postponed to April 15, 2014

XII. <u>ADJOURN</u> at 1:33 p.m.

ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS

Approved: \_\_\_\_\_

. . . . .

By: Rachel Ferris, Deputy Clerk

Chair

The County of Yuba



BOARDOFSUPERVISORS

APRIL 1, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 6:01 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Nicoletti presided.

A moment of silence was held for fallen soldiers and their families during the current conflict.

- I. <u>PLEDGE OF ALLEGIANCE</u> Led by Supervisor Griego
- II. <u>ROLL CALL</u> Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker All Present
- 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 MOVED: Hal Stocker SECOND: Mary Jane Griego AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe NOES: None ABSENT: None ABSTAIN: None

- A. Clerk of the Board of Supervisors
  - 1. (126-14) Appoint Hilton Perez to the Yuba County Economic Development Advisory Committee to serve at the pleasure of the Board. Approved.
  - 2. (127-14) Reappoint Sally Sokoloski to the First 5 Yuba Commission for a term ending April 23, 2017. Approved.
  - 3. (128-14) Approve minutes of the meeting of March 18, 2014. Approved, as written.
- B. Community Development and Services
  - 1. (129-14) Award contract to The Hanna Group for construction management services for State Route 70 Feather River Boulevard Interchange project and authorize Chair to execute. Approved.
  - 2. (130-14) Award contract to MHM, Inc. for engineering services related to Iowa City Road and Spring Valley Road bridge replacement projects and authorize Chair to execute. Approved.
- C. Administrative Services

1. (141-14) Approve Amendment No. 1 to Camp Operations and Maintenance Agreement with Environmental Alternatives and authorize Chair to execute. Approved.

#### IV. SPECIAL PRESENTATION

- A. (131-14) Present proclamation proclaiming April 3, 2014 YouthBuild Day. (Five minute estimate) Chair Nicoletti read and presented the proclamation to Youth Build participants and student Amanda Gonzales briefly recapped the program.
- B. (132-14) Present proclamation proclaiming April 2014 Child Abuse Prevention Month. (Five minute estimate) Chair Nicoletti read and presented the proclamation Ms. Linda Hodges of Casa De Esperanza.

#### V. <u>PUBLIC COMMUNICATIONS:</u> None.

#### VI. <u>COUNTY DEPARTMENTS</u>

- A. Community Development and Services
  - 1. (133-14) Receive information on Neighborhood Stabilization Program Three and contract amendment from Housing and Community Development. (Ten minute estimate) Community Development and Services Director Kevin Mallen provided a PowerPoint presentation regarding acquired, rehabilitated, and sold properties and expansion of program to include purchase of non-foreclosure, substandard housing, vacant lots, non-occupied housing and use of program income. Mr. Mallen responded to Board inquiries.
- VII. ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer.
  - A. (134-14) Ordinance Hold public hearing, waive reading, and introduce ordinance repealing and reenacting Chapter 13.20 of the Yuba County Ordinance Code relating to Community Development and Services Agency Fees to become operative on July 1, 2014; and make a finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Land Use and Public Works Committee recommended approval) (Ten minute estimate) Community Development and Services Director Kevin Mallen recapped changes and responded to inquiries.

There were no public comments.

MOTION: Move to close public hearing, waive reading, introduce ordinance, and find the ordinance is statutorily exempt from CEQA MOVED: Mary Jane Griego SECOND: Andy Vasquez AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker NOES: None ABSENT: None ABSTAIN: None

B. (135-14) Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and reenacting Chapter 13.50 of the Yuba County Consolidated Fee Ordinance Code relating to Countywide Development Impact Fees to become operative on July 1, 2014; and make a finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Public Works and Land Use committee recommended approval) (Ten minute estimate) Community Development and Services Director Kevin Mallen provided a PowerPoint presentation recapping fees and responded to inquiries.

There were no public comments.

MOTION: Move to close public hearing, waive reading, introduce ordinance, and find the ordinance is statutorily exempt from CEQA MOVED: Mary Jane Griego SECOND: Andy Vasquez AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker NOES: None ABSENT: None ABSTAIN: None

C. (136-14) Ordinance - Hold public hearing, waive reading, and introduce an ordinance amending Section 13.80.070 of Chapter 13.80 relating to deferral and waiver of certain impact fees to extend expiration from June 30, 2014 to June 30, 2016. (Public Works and Land Use committee recommended approval) (Five minute estimate) Community Development and Services Director Kevin Mallen recapped changes and responded to inquiries.

There were no public comments.

MOTION: Move to close public hearing, waive reading, and introduce ordinance MOVED: Mary Jane Griego SECOND: Andy Vasquez AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker NOES: None ABSENT: None ABSTAIN: None

#### VIII. CORRESPONDENCE

A. (137-14) Letter from Yuba County Fish and Game Advisory Commission regarding expanded areas of participation. Received.

#### IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Vasquez:

- Water Conference April 3 and 4, 2014
- First 5 Yuba Commission March 28, 2014
- Comcast Newsmakers March 28, 2014
- Welcome Home Vietnam Veterans Day March 29, 2014
- Cesar Chavez Parade March 29, 2014

Supervisor Griego:

- Memorial Adjournment Mr. Mark Miller
- Community Cleanup at Yuba County Airport April 5, 2014

Supervisor Abe:

- RCRC March 26, 2014
- Fish studies meeting March 26, 2014
- Tobacco Education Town Hall March 27, 2014
- South Yuba Economic Improvement March 27, 2014
- Agricultural flood issues with Congressman Garamendi March 28, 2014
- Yuba Sutter Spring Fling March 29, 2014

Supervisor Stocker: Memorial Adjournments - Mr. Robert Lolmaugh, Mr. David Weeks, Mr. Robert S. George, Ms. Emma Jo Bennett

Supervisor Nicoletti

- Memorial Adjournment Mr. Angel Diaz Sr.
- Welcome Home Vietnam Veterans Day March 29, 2014
- Board strategic goals
- Cesar Chavez Parade March 29, 2014
- · Fish and Game Advisory Commission meeting April 3, 2014
- Project Operations Committee March 28, 2014

County Administrator Robert Bendorf: Sheriff's Deputy Brian Meilbeck

- 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. Personnel pursuant to Government Code §54957(a) <u>Labor Negotiations YCEA/County of Yuba</u> Pulled from consideration
- XI. <u>ADJOURN</u>: 7:25 p.m. in memory of Ms. Emma Jo Bennett, Mr. Angil Diaz Sr., Mr. Robert Lolmaugh, Mr. David Weeks, Mr. Robert S. George, and Mr. Mark Miller.

### ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS

Approved: \_\_\_\_\_

Chair

# 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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BUILDING 749-5440 • Fax 749-5616

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

April 15, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Floodplain Development Variance for Agricultural Storage Building at 9670 SR 70

## **RECOMMENDATION:**

The floodplain Manager recommends that the Board of Supervisors approve the application of a floodplain development variance for the agricultural storage building planned at 9670 SR 70, APN 005-160-004.

### BACKGROUND:

The owners of 9670 SR 70, located west of SR 70 in District 10 are proposing to construct a steel agricultural building. The new 2,400 sf building will be used to store agricultural equipment.

# DISCUSSION:

Floodplain management regulations cannot be written to anticipate every imaginable situation. Yuba County Ordinance 10.30.090 "Variance Procedure" was adopted as a way to seek permission to vary from the letter of the rules because of a special situation. It is the Floodplain Manager's opinion that this is such a situation. The structure is for the storage of agricultural harvesting operation equipment. Requesting a variance for wet flood proofing this type of agricultural structure is one of the most common. It is specifically listed as allowable in the National Flood Insurance Program (NFIP).

# COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this item is routine in nature.

# FISCAL IMPACT:

There is no fiscal impact to Yuba County.

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## COUNTY OF YUBA APPLICATION FOR FLOODPLAIN DEVELOPMENT VARIANCE

		OFFIC	E USE ONLY	
Applicatio	on No.:	Date Filed:	04/02/2014	Receipt No.: PW-19550
<u>Applicant</u>				
<u>X</u> a. b.	Request variance Other (explain): _		• •	
Property Lo	cation and Addre	ess: <u>9670 Hi</u>	ghway 70, Mary	<u>sville, CA</u>
Assessor's	Parcel No(s): 005	-160-004		<b>Zoning:</b> AE-40
Proposed B	uilding Type/Use	: Agricultura	Use	
Proposed B	uilding Size: 240	0 <u>0       (sq f</u>	t) Proposed F	inish Floor Elevation:
				75' (NGVD 1929) required for a variance application.
FIRM Map/P	<b>anel No:</b> <u>06115C(</u>	0330D Flo	od Zone: <u>A</u>	Base Flood Elevation: <u>ND</u>
	Property Owner		Applica	nt
NAME:				
ADDRESS:				
CITY:				
PHONE:				
SIGNATURE	E OF PROPERTY	OWNER:		
		OFFIC	E USE ONLY	
Floodplair	Administrator Re	commendati	on:	DATE: <u>4/4/14</u>
			PROVAL (	) DENY
DISPOSI	NA NA	IVED ()	DENIED by the	Land Use & PW Committee:
	TION: ( ) APPRO		DENIED by the istrator Signatu	Board of Supervisors: re:
		′es ()No		
				s of the Floodplain Management
1	e and the Conditior Signature:	is of Approv	al of the permit.	Date:

THIS VARIANCE BECOMES NULL AND VOID IF ASSOCIATED BUILDING PERMIT IS NOT ISSUED WITHIN ONE YEAR OF THE DATE OF APPROVAL AND/OR BUILDING IS NOT CONSTRUCTED AND OCCUPANCY PERMIT ISSUED WITHIN TWO YEARS OF DATE OF APPROVAL.

## **GENERAL APPLICATION**

## **INFORMATION FORM**

This document, once completed, will provide necessary information about the proposed project. Please answer applicable questions as accurately and completely as possible. Further information could be required from the applicant to evaluate the project.

#### PLEASE PRINT CLEARLY OR TYPE USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:

#### I. <u>Project Characteristics:</u>

A. Describe the proposed project including all existing and proposed uses of the site. <u>Erect 40 x 60 x 14 pre-fab metal storage building to store equipment.</u>

B. Parcel size (square feet or acres): 2 Acres

C. Existing land use (attached photographs of the site): Undeveloped (vacant) \_\_\_\_\_ Developed \_\_X\_\_\_\_

If developed, describe extent (type and use of all structures): \_\_\_\_\_\_2 Acre Parcel with House, Barn, Pool, \_\_\_\_\_\_

D. Existing surrounding land uses:

North	Walnut Orchard & Residence
South	Prune Orchard & Residence
East	Hwy. 70
West _	Walnut & Prune Orchard

E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? <u>No</u>

If yes, please explain <u>N/A</u> \_\_\_\_\_\_

F. Will the project include utility services (electric, gas, water, sewer) to the Proposed building? <u>Yes</u>

If yes, please explain \_\_\_\_\_Electric Only \_\_\_\_\_\_

G.	Will the project include any stationary mechanical equipment in the proposed
	building? <u>No</u>

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\\	Vhat is the necessity of the facility to have a waterfront location? <u>N/A</u>
• 	
_	
_	
	s there an alternative location available for the proposed structure that
S	ubject to flooding or erosion damage? <u>No</u>

I hereby certify, to the best of my knowledge, that the above statements are correct.

	4/1/14	
Signature of Person Preparing Form	Date	Telephone Number

#### ELIGIBILITY CRITERIA (Completed by Applicant)

In order to approve a variance, specific findings must be made and supported by evidence of record. Your application for a variance will be considered on the basis of the degree to which your statements fulfill the mandatory findings for approval:

1. Identify why the parcel's physical characteristics are so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. Applicant may wish to reference FEMA Technical Bulletin 7-93. Identify if this variance is for wet floodproofing an agricultural building that would be used exclusively in connection with production, harvesting, storage, drying or raising of agricultural commodities.

Applicant's Statement: <u>New Ag Building would be used to store tractor</u>, mower, water truck and other farm equipment.

2. Identify whether this variance is for new construction, substantial improvement, or other proposed new development, and also include lot size. Please note that as the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.

Applicant's Statement: <u>Variance is for new construction of 2,400 square feet.</u> of storage space. Lot size is 2 Acres.

3. Identify whether the variance is for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of the floodplain management ordinance). If so, include a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Applicant's Statement: <u>Not for repair or rehabilitation.</u>

4. Is the proposed development within a regulatory floodway? If so, certification by a registered civil engineer demonstrating that the proposed encroachment shall not result in any increase in flood levels during the base flood discharge is required prior to consideration of a variance. Identify whether this "No-Rise" certification is available if the proposed development is within a regulatory floodway.

Applicant's Statement: <u>Not in a regulatory floodway.</u>

5. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of the floodplain management ordinance. Is the request for your variance the minimum deviation possible from code to enable reasonable development of the property?

Applicant's Statement: <u>The request is the minimum deviation possible. Storage</u> <u>structure will be uninhabited and constructed with floodway doors. Construction above</u> <u>base flood elevation is not reasonable or possible.</u>

#### Acknowledgement of Adverse Effects Application for Floodplain Management Variance Yuba County, California

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet floodproofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is requesting a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the attached variance request.

Property On Which Requesting Variance:

Address: <u>9670 Hwy. 70, Marysville, CA 95901</u>
Yuba County APN: 005-160-004
PROPERTY OWNER:
FROFERT OWNER.
Name (printed) <u>Finlay Williams</u>
Name (Signature) Date April 1, 2014
Mailing Address
Street Address:
City: Zip: Zip:

#### THE FOLLOWING QUESTIONS MUST BE ANSWERED BY STAFF WHEN ANALYZING THIS REQUEST FOR VARIANCE. PLEASE INCLUDE ANY PERTINENT FACTS THAT MAY ASSIST IN THIS ANALYSIS.

- What danger is there that materials may be swept onto other lands to the injury of others?
   <u>Little or none.</u> The structure will be designed to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters via flood vents. The structure will be adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- II. What danger to life and property may occur due to flooding or erosion damage? <u>Little or none. The structure will be constructed using flood resistant materials and the building utility equipment including electrical will be flood proofed.</u>
- III. How susceptible is the proposed facility and its contents to flood damage and what effects will such damage have on the existing individual owner and future owners of the property?

This property is in the area being designated Flood Zone A due to the levee to the west not being certified by FEMA. Unless there is a levee failure there is little chance of flood damage. The National Flood Insurance Program allows certain uses in enclosures below the Base Flood Elevation because they can be designed so that they are subject to minimal flood damage. This storage building is to be used exclusively for storing Ag related equipment.

- IV. What is the importance of the services provided by the proposed facility to the community? <u>The storage of equipment within the structure eliminate environments that create safety hazards and preserve a minimum standard of community living by battling blight and public nuisance conditions. Agricultural related equipment will be stored to reduce/eliminate weather damage and vandalism.</u>
- V. What is the compatibility of the proposed use with existing and anticipated development? <u>The type of storage being proposed is consistent and accessory to the principal use of the existing structures on this parcel and within the community.</u>
- VI. What is the relationship of the proposed use to the comprehensive plan and floodplain management program for that area? <u>This property is zoned AE-40. The type of storage being proposed is consistent with the County's General Plan and zoning.</u>
- VII. How will the property have safe access for ordinary and emergency vehicles in time of flood? <u>Access to this community is provided by State Highway 70.</u> This structure would not require additional response from emergency vehicles in time of flood.

- VIII. What is the expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site? <u>Flooding would only occur if levee fails</u>. <u>Historically a break in the levee occurred in</u> <u>1937</u>. In 1955, water reached the top of the levee, but did not overtop. In 1986 and <u>1997</u>, water overtopped the levees on the south side of the district but did not affect the area in question.
  - IX. What are the anticipated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges? None for this structure. In this rural agricultural community, the property owners own and maintain their own wells and septic systems. Electrical power is provided by Pacific Gas & Electric Co. and the State Highway provide access to the community.



#### Yuba County – Public Works Department 915 8<sup>th</sup> Street, Marysville, CA 95901 530/749-5420 (telephone) 530/749-5424 (fax)

## SITE PLAN REQUIREMENTS

The site plan will aid in evaluation of the project by graphically depicting the existing features of the parcel and the proposed development. As a planning level document the site plan may be hand-drawn by the applicant using a straight edge and scale. It must be easily reproducible.

- A. Plans to be drawn to a recognized scale. (i.e. 1"=10'), paper size not to exceed 11" x 17".
- B. Show north arrow.
- C. Title block.
- D. Show elevation of existing ground at the proposed building site. (Existing ground elevations may be taken from a USGS quadrangle map; no formal survey is required for a variance application.) Show anticipated finish floor elevations for all proposed buildings.
- E. Show property lines and lot dimensions.
- F. Show all existing and proposed structures and the distances between each including accessory buildings, decks, pools, pool equipment, spas, sheds and detached garages. Clearly distinguish between what is existing and what is proposed as new.
- G. Show existing and proposed front, side and rear setbacks for all floors from the property line to the closest portion of the building.
- H. Show driveways and adjacent streets.
- I. Show existing or proposed path of known utilities: electrical, gas, sewer or septic tank location, storm drains, and water or well location.
- J. Show any water feature (streams, canals, culverts, ditches, lakes, ponds, and any body of water (intermittent or perennial).
- K. Identify portion of parcel in special flood hazard area and denote base flood elevation at proposed building site (this information can generally be obtained by contacting the Yuba County Public Works staff at 530-749-5420).

## COUNTY OF YUBA FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION

	OFFIC	E USE ONLY	
Application No.:	Date Filed:	04/02/2014	Receipt No.: PW-19550

#### Summary Sheet (to be completed by Public Works Staff)

#### Type of Variance Requested:

- () Wet floodproofing of an accessory structure;
- (X) Wet floodproofing of a structure used solely for agricultural purposes;
- () Reconstruction, rehabilitation or restoration of an historic structure;
- () Wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Is application complete?	(X) Yes	( ) No

- Would variance comply with FEMA regulations? (X) Yes () No
- Would denial result in exceptional hardship? (X) Yes
- If within Floodway, is No-Rise Certification provided? N/A () Yes () No NA
- Would variance constitute minimum relief?
- Would there be a risk of debris transport? () Yes
- Would there be an increased risk to life or property?
- Is proposed location necessary?
- Is there a better alternate location for facility?

#### Staff recommendation:

- () Approve Variance
- (X) Approve Variance with conditions
- () Deny Variance

4/4/14

(X) Yes

() Yes

(X) Yes

() Yes

() No

() No

(X) No

(X) No

() No

(X) No





Thursday, Apr 03, 2014 03:41 PM





Thursday, Apr 03, 2014 03:45 PM

# The County of Yuba

#### **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



Michael Kinnison, M.D., Interim Health Officer Phone: (530) 749-6366

- TO: Board of Supervisors Yuba County
- FROM: Jennifer Vasquez, Interim Director Health & Human Services Department
- **DATE:** April 15, 2014
- **SUBJECT:** Resolution of the Board Authorizing the Interim Director of Health and Human Services to Execute Specific Ongoing/New Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for Fiscal Year 2014/2015 or Multi-Year and Authorize Chair to Accept Funds for stated period

**RECOMMENDATION:** It is recommended that the Board of Supervisors adopt the attached resolution authorizing the Interim Director of the Health and the Health and Human Services Department (HHSD) to enter into and execute specific new and ongoing contracts, agreements, cooperative agreements, grants and/or memorandums of understanding in the amount less than fifty thousand (\$50,000) for Fiscal Year 2014/2015 or multi-years on behalf of the County of Yuba and authorize the Chair to accept funds for stated period.

**BACKGROUND:** Yuba County Administrative Policy and Procedures Manual, Policy Number A-1, Procedure 3 reads, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head." In the past, the Director of HHSD has been authorized through resolution of the Board of Supervisors to sign specific contracts and agreements.

**DISCUSSION:** The Health and Human Services Department historically receives federal and state revenues to fund various activities and programs of the department. These revenue sources typically require that Yuba County enter into contracts, agreements, and cooperative agreements with the California Department of Health Services, the California Department of Public Health, California Department of Veteran Affairs, Colleges/ Universities, and other agencies/associations or private contractors.

In the interest of efficiency, the Yuba County Board of Supervisors has, in the past, authorized the Director of HHSD to execute specified contracts and agreements on behalf of the County of Yuba, specifically when the contracts and agreements are routine and have been approved by the Board of Supervisors on prior occasions.

<u>COMMITTEE</u>: The Human Services Committee recommended approval on April 1, 2014.

**FISCAL IMPACT:** Approval of this Resolution will not impact County general funds as authorizing the Director or Interim Director to execute Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding is a matter of efficiency which will save time for both the Board of Supervisors and the Director.

#### BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE DIRECTOR AND) INTERIM DIRECTOR OF THE HEALTH AND ) HUMAN SERVICES DEPARTMENT TO EXECUTE ) CERTAIN CONTRACTS/AGREEMENTS/ ) COOPERATIVE AGREEMENTS/GRANTS/ ) MEMORANDUMS OF UNDERSTANDING FOR ) FISCAL YEAR 2014/2015 OR MULTI-YEARS AS ) LISTED BELOW AND AUTHORIZING CHAIR TO ) ACCEPT FUNDS )

RESOLUTION NO.

WHEREAS, on a periodic basis certain governmental agencies request that the Director of the Health and Human Services Department (HHSD) sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services to that government agency and/or the provision and acceptance of grant funds from that government agency; and

WHEREAS, on a periodic basis the Director of the HHSD is requested to sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services by private contractors/associations; and

WHEREAS, it is in the interest of efficient and effective county government to have one Resolution of the Board of Supervisors authorizing the Director and Interim Director of the HHSD to execute, on behalf of the County of Yuba, Agreements for residential care placement, educational internship, and school lunch program Agreements and other certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding in the amount less than fifty thousand (\$50,000).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Director and Interim Director of the HHSD to enter into and execute on behalf of the County of Yuba and upon review of the County Counsel, new and ongoing Agreements for residential care services, educational internships, school lunch programs, and other certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding, in the amount less than fifty thousand (\$50,000), for Fiscal Year 2014/2015 or multi-years, as listed below; and further, the Director is granted permission to amend the contracts and execute such amendments or documents as required for the stated period.

**BE IT FURTHER RESOLVED,** that the Board of Supervisors of the County of Yuba, hereby authorizes the Chair to accept funds for the contracts and agreements, as listed below, for Fiscal Year 2014/2015 or multi-years.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grant and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

The contract amount for each of the contracts listed below is less than \$50,000.

CONTRACTOR	
AACTS McWilliams Mailliard	AACTS Software License and Support for Adult
Technology Group, Inc.	Services
Amaya's Care Home	Residential Care Services
Amaya's Care Home #2	Residential Care Services

CONTRACTOR	PURPOSE
Browns School District	School Lunch Program – Confidentiality Agreement
CA Department Of Public Health	Tuberculosis Control & Assistance Subvention Funds
CA Department Of Veteran Affairs	County Subvention Program & Medi-Cal Cost
	Avoidance
CA State University, Chico	Student Nursing Internship
CA State University, Chico	Student Social Services Internship
CA State University, Davis	Child Welfare Training
CA State University, Davis	Social Services Training
CA State University, Davis	Adult Services Training
Camptonville Union School District	School Lunch Program – Confidentiality Agreement
CareAccess Silicon Valley	Q-Continuum Software for Adult Services
CareAccess Silicon Valley	Virtual Private Portal AACTS Software for Adult Services
East Nicholas High School District	School Lunch Program – Confidentiality Agreement
Emerald Oaks	Residential Care Services
Feather River Manor	Residential Care Services
Marysville Joint Unified School District	School Lunch Program – Confidentiality Agreement
McCumber's Care Home	Residential Care Services
Morpho Trust USA, Inc.	Livescan Technical Support/Maintenance Agreement
National Council on Crime &	SafeMeasures Child Welfare System
Delinquency Norcal Services	Interpreter Services for Deaf/Hard of Hearing
Peak-Ryzex, Inc.	Warrant Sealer Maintenance
Plumas Lake Elementary School District	School Lunch Program – Confidentiality Agreement
Precious Care	Residential Care Services
Redwood Toxicology Laboratory, Inc.	Laboratory Services for Child Welfare Services
Riverside Pharmacy	Purchase Of Commodities
Summerfield Senior Care Center	Residential Care Services
Sunrise Garden	Residential Care Services
Sutter-Yuba Mental Health	HIV Testing Services
Sutter-Yuba Mental Health	Mental Health Therapeutic Services Under STOP
Victor Community Support Services	Group Counseling Services
	School Lunch Program – Confidentiality Agreement
Wheatland Union High School	
	School Lunch Program – Confidentiality Agreement
Wheatland Union High School	
Wheatland Union High School Wheatland Union High School District	School Lunch Program – Confidentiality Agreement

<u>CONTRACTOR</u>	PURPOSE
Yuba County Office of Education	School Lunch Program – Confidentiality Agreement
PASSED AND ADOPTED a	t a regular meeting of the Board of Supervisors of
the County of Yuba, State of Califor	rnia on the day of,
2014 by the following vote:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	COUNTY OF YUBA
	BY:
	Chair
ATTEST: DONNA STOTTLEME CLERK OF THE BOARD OF SUPE	
	ANGIL P. MORRIS-JONES
	YUBA COUNTY COUNSEL APPROVED AS TO FORM:

Jun \_\_\_\_

The County of Yuba

#### 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



Michael Kinnison, M.D., Interim Health Officer Phone: (530) 749-6366

- TO: Board of Supervisors Yuba County
- FROM: Jennifer Vasquez, Interim Director Kathy Cole, Deputy Director Health & Human Services Department
- **DATE:** April 15, 2014
- **SUBJECT:** Adopt Resolution to Enter into and Execute Memorandums of Understanding with Medi-Cal Managed Care Plans

**<u>RECOMMENDATION</u>**: It is recommended that the Board of Supervisors adopt the attached resolution authorizing the Health and the Health and Human Services Interim Director to enter into and execute Memorandums of Understanding (MOUs) with Medi-Cal managed care plans.

**BACKGROUND:** Beginning in June 2013, the Department of Health Care Services (DHCS) expanded Medi-Cal Managed Care into rural areas that were Fee-For-Service only. The DHCS contracted with both the California Health and Wellness Plan and Anthem Blue Cross to provide managed care services to Yuba County Medi-Cal beneficiaries. Effective November 1, 2013, Medi-Cal beneficiaries have a choice between one of the two plans to provide managed care services including assistance with finding doctors, pharmacies, and providing health education.

**<u>DISCUSSION</u>**: Per the Agreement between DHCS and the managed care plans, the plans are required to establish MOUs with the local public health department to facilitate coordination of services to the Medi-Cal beneficiaries. This resolution will also allow the Interim Director of Health and Human Services to enter into and execute MOUs with the Medi-Cal managed care plans in Yuba County.

**<u>COMMITTEE</u>**: The Human Services Committee recommended approval on April 1, 2014.

FISCAL IMPACT: There will be no impact to the County General Fund.

#### BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

#### RESOLUTION AUTHORIZING THE DIRECTOR OR ) THE INTERIM DIRECTOR OF THE HEALTH AND ) HUMAN SERVICES DEPARTMENT TO ENTER ) INTO AND EXECUTE MEMORANDUMS OF ) UNDERSTANDING WITH PARTICIPATING ) MEDI-CAL MANAGED CARE PLANS )

RESOLUTION NO.

WHEREAS, Medi-Cal managed care is a delivery system which assists Medi-Cal beneficiaries with obtaining quality health care services including preventative care, assistance with locating doctors and pharmacies, coordination of care, referrals to specialists, and health education.

WHEREAS, the California Budget Act of 2012 authorized the expansion of Medi-Cal managed care to Yuba County and 27 other rural counties and Yuba County transitioned from the existing Medi-Cal fee-for-service payment model to a Medi-Cal managed care model.

WHEREAS, effective November 1, 2013, a "Two-Plan Model" Medi-Cal managed care system was implemented in Yuba County. Medi-Cal beneficiaries have a choice between two health plans; a local initiative and a commercial plan.

WHEREAS, Department of Health Care Services (DHCS) has contracted with the California Health and Wellness Plan as the local initiative and Anthem Blue Cross as the commercial plan to provide managed care services to Yuba County Medi-Cal beneficiaries.

WHEREAS, the contracts between DHCS and the managed care plans require the managed care plans to establish Memorandums of Understanding (MOUs) with the local agencies to facilitate coordination of services related to specific programs carved out of the managed care.

WHEREAS, the Interim Director of the Health and Human Services Department (HHSD) requests authorization to enter into and execute the MOUs with the Yuba County Medi-Cal managed care plans.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Director or Interim Director of the HHSD to enter into and execute, on behalf of the County of Yuba and upon review of the County Counsel, MOUs with the Yuba County Medi-Cal Managed Care Plans; California Health and Wellness Plan and Anthem Blue Cross and further, the Director or Interim Director is granted permission to amend the MOUs and execute such amendments or documents as required by state regulation.

**BE IT FURTHER RESOLVED,** that the Board of Supervisors of the County of Yuba, hereby authorizes the Director or Interim Director of HHSD to enter into and execute, on behalf of the County of Yuba and upon review of the County Counsel and upon notice from DHCS, new MOUs with new participating Medi-Cal managed care

plans and amend and execute such amendments to the MOUs or documents as required.

A copy of each executed Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

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:

#### COUNTY OF YUBA

BY: \_\_\_\_\_

Chair

ATTEST: DONNA STOTTLEMEYER CLERK OF THE BOARD OF SUPERVISORS

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

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Page 3 of 3





## Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901 Ph: 530-749-7777 • Fax: 530-741-6445



APRIL 15, 2014

- TO: YUBA COUNTY BOARD OF SUPERVISORS
- FR: STEVEN L. DURFOR, SHERIFF-CORONER  $\leq \omega | \mathcal{W} |$

RE: DRUG ENFORCEMENT AGREEMENT WITH U.S. DEPARTMENT OF JUSTICE

#### **RECOMMENDATION:**

Approve the Agreement between the Sheriff's Department and U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana.

#### **BACKGROUND:**

This is an annual agreement, which has been in effect for many years and requires Board of Supervisors approval to provide law enforcement services for the eradication of illicit cannabis plants and in the investigation and prosecution of these cases. The agreement covers the period of January 1, 2014 to December 31, 2014, and provides funding in the amount of \$50,000.

## **DISCUSSION:**

This is the continuation of an agreement that is a benefit to both the Sheriff's Department and the Drug Enforcement Administration. The agreement will provide a total of \$50,000 in additional law enforcement revenue. The Sheriff will provide law enforcement personnel in accordance with the attached agreement.

## FISCAL IMPACT:

No additional cost to the Sheriff's Department or General Fund. Revenues from the Department of Justice will cover the necessary costs relating to the eradication and suppression of illicit marijuana.

## **COMMITTEE ACTION:**

Due to the routine nature of this request, the item was placed directly on the Board of Supervisors agenda.

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Agreement Number 2014-59

This Letter of Agreement (LOA) is entered into between the **YUBA COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and *THE AGENCY* is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

- 1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of cannabis located within the *State of California*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.
  - g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Subparagraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of *THE AGENCY's* program with respect to those activities by such personnel shall be solely at *THE AGENCY's* discretion, subject to appropriate limitations contained in the budget adopted by *THE AGENCY*, except that *THE AGENCY* understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to THE AGENCY Federal funds in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) for the period of JANUARY 1, 2014, to DECEMBER 31, 2014, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. THE AGENCY understands and agrees that Federal funds provided to THE AGENCY under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to THE AGENCY under this Agreement for activities on Federal land, THE AGENCY agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of THE AGENCY's presence on Federal land.

4. The Federal funds provided to THE AGENCY are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring

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compliance with state or local laws or regulations that permit the manufacture distribution, sale, or use marijuana in contravention of the CSA. [Agency Initial]

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: LOA expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the LOA must request authorization in writing, *through* the respective DEA Division, *to OMS*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they are not automatically approved for purchase. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with *THE AGENCY* or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, *THE AGENCY* agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless *THE AGENCY*:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or

projects, *THE AGENCY* shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. *THE AGENCY* agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of *THE AGENCY*'s personnel engaged in cannabis eradication under this Agreement, *THE AGENCY* will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by *THE AGENCY* that, in return for DEA's payment to *THE AGENCY* of Federal funds, *THE AGENCY* will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

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published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. In conjunction with the beginning date of the award, the audit report period of *THE AGENCY* under the single audit requirement is 01/01/2014 through 12/31/2014.

10. THE AGENCY acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. THE AGENCY understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE** AGENCY further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting THE AGENCY to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, *THE AGENCY* will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of *THE AGENCY* shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between *THE AGENCY* and DEA.

15. THE AGENCY shall be responsible for the acts or omissions of THE AGENCY's personnel. THE AGENCY and THE AGENCY's employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of California resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, *THE AGENCY* will prepare an October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by *THE AGENCY* within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by *THE AGENCY* during the terms of this Agreement. In no event shall *THE AGENCY* incur any new obligations during the period of notice of termination. *THE AGENCY* shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<u>http://fedgov.dnb.com/webform</u>)

or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). Second, *THE AGENCY* must then register with SAM via the internet SAM <u>www.sam.gov</u>. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is \_\_\_\_\_12-1526953

**THE AGENCY's** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on \_\_03/17/2014\_\_.

YUBA COUNTY SHERIFF'S DEPARTMENT Title: Sheriff-Coroner

ANGIL P. MORRIS-JONES COUNTY COUNSEL BY: Date: 3/21/14

Date:

APPROVED AS TO FORM

Agency, please submit original signed LOA & associated paperwork to your DEA Kegional Contractor.

#### DRUG ENFORCEMENT ADMINISTRATION

By:

Special Agent in Charge San Francisco Field Division

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2014/S1R/OM/8210000/DOM-G2/01IB/DCE/OPS:\_\_\_\_\_\_

UFMS Input Date:\_\_\_\_\_ CT No. \_\_\_\_\_

IO No. \_\_\_\_\_ DP No. \_\_\_\_\_

Printed Name: Signature:

**Fiscal**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

Yuba County Board of Supervisors

BY:

Chairman, Board of Supervisors

			OMB APPROV	AL NO.		PAGE OF	
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REQUEST FOR ADVANCE OR REIMBURSEMENT				a. "X" one or both b	2. BASIS OF REQUEST		
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AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 <sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_\_\_if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_\_\_if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly	authorized re	presentative of	of the applicant.	, I hereby certify	that the applicant	will comply	with the above	e certifications.
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1.	Grantee	Name and	Address:	

Yuba County Sheriff's Department 215 5th Street, Suite 150 Marysville, CA 95901

2. Application Number and/or Project Name				
Agreement No. 2014-59				
Drug Enforcement Administration				
Agrooment Number				

3. Grantee IRS/Vendor Number Federal ID # 94-60000549 EIN:

Agreement	Number:

4. Typed Name and Title of Authorized Representative	
4. Typed Name and Title of Authorized Representative Steven L. Durfor, Sherif	f-Coroner
Tour ( )	$- \uparrow$
5. Signature	
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3/21/14 6. Date

0. Date

OJP FORM 4061/6 REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.

\*U.S. Government Printing Office: 1996 - 405-037/40014



U.S. Department of Justice Office of Justice Programs Office of the Comptroller

#### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecpublic (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,


#### ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements -28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

- It possesses legal authority to apply for the grant; that a resolution, motion or 10. It will assist the Federal grantor agency in its compliance with Section 106 of similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.
- It will comply with requirements of the provisions of the Uniform Relocation 2. Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
- It will comply with provisions of Federal law which limit certain political 3. activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
- 4 It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- It will establish safeguards to prohibit employees from using their positions for a 5. purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 6 It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.
- It will comply with all requirements imposed by the Federal sponsoring agency 7. concerning special requirements of law, program requirements, and other 13. administrative requirements.
- It will insure that the facilities under its ownership, lease or supervision which 8 shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 9 It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14. approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance"15. includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal 16 assistance.



the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

- 11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
- 12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-mmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
  - It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
  - In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
  - It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
  - It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

# Memorandum



Subject	Date
Electronic Funds Transfer (DFN: 601-13)	March 17, 2014
(DFN: 001-15)	
То	From
All Domestic Cannabis Eradication/Suppression Program (DCE/SP) Participating Agencies	Don A. Hibbert Chief, Investigative Support Section DEA Headquarters
Funding for the Domestic Cannabis Eradication/Suppres electronic transfer. Funds will be transferred directly int account. In order to process electronic transfers, the follo	to the Letter of Agreement (LOA) agency's bank
Agency Name on Bank Account: Yuba County Tre	easurer
Account Number: 1 5 3 4 0 1 9 5	58761
Name of Bank/Financial Institution:U.S. Bank	
	Bank Department Mall, Suite 900, Sacramento, CA 95814 530) 893-6152
Contact Person of Bank/Financial Institution: Troy	Kidd
Bank/Financial Institution ABA Number: 1 2 111	2 2 6 7 6
Lorrain Daggett Chief Deputy Treasurer & Authorized Agency Representative (Name & Title	
Signature of Authorized Agency Representative	<b>3-21-14</b> Date

<u>ារ.</u>			
I certify that to the best of my	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL		DATE REQUEST
knowledge and belief the data on			SUBMITTED
the reverse are correct and that all		$\wedge$	3/21/14
outlays were made in accordance	Dar CN -MA	_/ \	
with the grant conditions or other	TYPED OR PRINTED NAME AND TITLE		TELEPHONE (AREA CODE,
agreement and that payment is	Steven L. Durfor	•••••••	NUMBER AND EXTENSION)
due and has not been previously requested.	Sheriff-Coroner		(530) 749-7779

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

#### INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

item	Entry

- 2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
- 4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
- 6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
- 7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.
- 8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
- Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
  - 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Item Entry activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be

shown in the "total" column on the first page.

- 11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlavs are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
- 11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
- 11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
- 13 Complete the certification before submitting this request.

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# SPECIAL PRESENTATIONS

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# The County of Yuba

Department of Administrative Services

Doug McCoy, Director



 AIRPORT
 /41-8248

 BUILDING & GROUNDS
 749-7880

 FACILITIES MANAGEMENT
 749-7881

 INFORMATION SERVICES
 749-7880

 PRINT SHOP
 749-7880

 PURCHASING
 749-7880

 TELECOMMUNICATIONS
 749-7880

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

April 15, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: PROCLAMATION OF THE COUNTY OF YUBA IN SUPPORT AND RECOGNITION OF CALIFORNIA AVIATION DAY, APRIL 23, 2014

The second annual California Aviation Day will take place on Wednesday, April 23, 2014. The event will be held from 11 am to 1 pm on the north steps of the State Capitol.

The Association of California Airports (ACA), Aircraft Owners and Pilots Association (AOPA), California Airports Council (CAC), the National Business Aviation Association (NBAA) have partnered with various Airport Directors and Aviation-related businesses and will be meeting with state legislators and industry leaders to discuss the significance of aviation's economic impact on the state of California.

The Yuba County Airport serves not just Yuba County, but also neighboring portions of Butte, Nevada, Placer, Sacramento, and Sutter counties. In this capacity, the airport is an essential component of the regions transportation system. The key role played by Yuba County Airport is documented in both the federal and state airport system plans.

It is requested that the Board of Supervisors approve the attached proclamation in support and recognition of California Aviation Day on April 23, 2014.

Attachments

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# CALIFORNIA AVIATION DAY



**April 23, 2014** 11 am—1 pm

In today's global marketplace, a local airport is a valuable resource.

Aviation provides vital services to individuals, families, churches, hospitals, colleges, and large and small businesses.

In addition to general economic benefits for your community, airports provide convenient and efficient access to remote portions of our state, overnight mail delivery, essential health care, emergency medical transport, and emergency response.

at the Capitol



Association of California Airports Regions of Responsibility





CALIFORNIA AVIATION DAY at the Capitol

# Aviation in California by the Numbers

- Total annual economic impact of aviation on the State of California:
   \$154.7 billion
- Aviation related employment:
   1.1 million jobs, \$46.5 billion in payroll, 5.5% of U.S. GDP
- General Aviation annual economic impact:
   \$18.2 billion, highest general aviation impact in the U.S.
- → 837 public and private facilities statewide: 495 heliports; 245 public use airports, 215 are general aviation and 30 are commercial passenger service; 66 special use airports; 8 seaplane bases; 23 military bases
- → 30,008 FAA registered aircraft in the state, 10% of the national total
- → 61,185 FAA certified pilots
- → 179 million passengers pass through the state's commercial service airports (2012)
- → 4 million tons of air cargo pass through the state's airports each year (2012)
- Aviation user taxes generate \$350 million in revenue each year, but less than 2% is returned to support the state's Aeronautics Program

<sup>\*</sup>Sources: The Economic Impact of Civil Aviation on the 2009 U.S. Economy, December 2011 California Division of Aeronautics Aviation in California Fact Sheet (October 2013) General Aviation's Contribution to the U.S. Economy, May 2006, prepared for the General Aviation Manufacturers Association and the National Association of State Aviation Officials



CALIFORNIA AVIATION DAY at the Capitol

# **Our Mission Statement**

The mission of the annual California Aviation Day at the Capitol is to inform legislators, staff, and the general public about the importance of aviation to the welfare of the California economy and to raise the level of awareness of the benefits of aviation to all Californians.

# Our Main Message

- → Aviation is vital to the California economy
- ✤ Airports and aviation create jobs
- State support of California airports is completely funded by user fees
- → The historical level of state support is insufficient to sustain the infrastructure and is the lowest in the nation



## AVIATION INFORMATION RESOURCES

ASSOCIATION OF CALIFORNIA AIRPORTS Ron Elliott, President 209-385-6873 elliottr@cityofmerced.org www.calairports.org	FEDERAL AVIATION ADMINISTRATION WESTERN PACIFIC REGION Airports Division Mark McClardy, Division Manager 310-725-3600 mark.mcclardy@faa.gov www.faa.gov/airports
AIRCRAFT OWNERS & PILOTS ASSOCIATION John Pfeifer, Western Pacific Regional Manager 301-695-2091 john.pfeifer@aopa.org www.aopa.org	FEDERAL AVIATION ADMINISTRATION Los Angeles Airports District Office Dave Cushing, Manager 310-725-3644 dave.cushing@faa.gov www.faa.gov/airports
ALLIANCE FOR AVIATION ACROSS AMERICA Aren Ghazarians, Research Director 202-223-9523 info@aviationacrossamerica.org www.aviationacrossamerica.org	FEDERAL AVIATION ADMINISTRATION San Francisco Airports District Office Robin Hunt, Manager 650-827-7601 robin.k.hunt@faa.gov www.faa.gov/airports
CALIFORNIA AIRPORTS COUNCIL Jim Lites, Executive Director 916-553-4999 jlites@schottlites.com www.calairportscouncil.org	NATIONAL BUSINESS AVIATION ASSOCIATION Stacy Howard, Western Regional Representative 480-987-0352 showard@nbaa.org www.nbaa.org
CALIFORNIA DEPARTMENT OF TRANSPORTATION Division of Aeronautics Gary Cathey, Division Chief 916-654-5470 gary.cathey@dot.ca.gov www.ca.dot.gov/aeronautics	SEAPLANE PILOTS ASSOCIATION Walter Windus, California Representative 408-255-1917 wwindus@msn.com www.seaplanes.org
CALIFORNIA PILOTS ASSOCIATION Corl Leach, President 408-319-5286 president@calpilots.org www.calpilots.org	SOUTHWEST CHAPTER AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES Casey Denny, President 480-988-7608 cdenny@phxmesagateway.org www.swaaae.org





# Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901 Ph: 530-749-7777 • Fax: 530-741-6445



### APRIL 15, 2014

- TO: YUBA COUNTY BOARD OF SUPERVISORS
- FR: STEVEN L. DURFOR, SHERIFF-CORONER SHA
- RE: PRESENTATION OF THE YUBA COUNTY SHERIFF'S DEPARTMENT'S 2013 ANNUAL REPORT

### **RECOMMENDATION:**

Receive the Sheriff's Department's 2013 Annual Report and a brief presentation.

### **BACKGROUND:**

This is the seventh consecutive Annual Report published by the Sheriff's Department. The purpose of the report is to inform the Board and the public of statistical information and the programs and activities of their Sheriff's Department. This year's report is condensed compared to previous years and focuses on statistics, employee recognitions and highlights just one or two activities or accomplishments in each of the divisions of the Sheriff's Office.

### **DISCUSSION:**

There are a limited number of these reports available and as such, only eight copies of the document have been provided; however, the document is on file in the Clerk of the Board's office for review, will be posted with this agenda item on the Board's website and will be available on the Sheriff's Department website following its presentation to the Board.

### FISCAL IMPACT:

None.

### **<u>COMMITTEE ACTION:</u>**

Committee action is not required as this is an information item requiring no Board action.

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# Yuba County Sheriff's Department

# 2013 Annual Report

Steven L. Durfor, Sheriff-Coroner 215 5<sup>th</sup> Street, Suite 150 Marysville, CA 95901 530-749-7777; http://sheriff.co.yuba.ca.us Photographs were primarily taken by Deputy Stephen Houston

## A MESSAGE FROM SHERIFF DURFOR

On behalf of all members of the Yuba County Sheriff's Office, I am pleased to present our 2013 Annual Report. This last year brought many challenges and opportunities for the Sheriff's Office to provide excellent public service. Several years of diminished budgets prompted the downsizing of the Sheriff's Office. We embraced these changes and committed ourselves to working more creatively to resolve crime while continuing to build upon partnerships with our community.

Our success in 2013 was predicated on the strong support of the community and willingness of residents to partner with the Sheriff's office. We would like to thank our community members for their trust and support. The men and women of the Yuba County Sheriff's Office are dedicated to seeing they keep Yuba County the safest possible.

I am fortunate and proud to have such a professional workforce, both sworn and civilian, at the Sheriff's Office. Daily, they demonstrate great competence and courage in fulfilling their obligations to the people of Yuba County.



You'll notice the format of this year's Annual Report has changed. Much of the information about the specialized functions of the department has been removed from the report as they are mostly repetitive from year to year. That information can still be found in our past reports posted to our website at <a href="http://sheriff.co.yuba.ca.us">http://sheriff.co.yuba.ca.us</a>. We chose instead to highlight certain aspects of Sheriff's Office and key statistics from 2013. I hope you find the content of this annual report informative and useful in illustrating what your Sheriff's Office is doing each day to serve you.

Sincerely,

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Steven L. Durfor Sheriff-Coroner

### YUBA COUNTY SHERIFF'S DEPARTMENT

### MOTTO

Building a Safe Community

### VISION

It is the vision of the Yuba County Sheriff's Department to establish and maintain a safe community.

### LAW ENFORCEMENT DIVISION MISSION

Our mission is to serve the public through effective crime prevention and strong law enforcement, consistent with our core values. We are committed to working in partnership with the community to identify and resolve public safety and quality of life issues.

## **JAIL DIVISION MISSION**

The mission of the Yuba County Jail Division is to provide the safe, efficient, humane and secure custody of all persons incarcerated. We prepare prisoners mentally and physically for their successful reintegration into the community.

### VALUES

- We demand the highest standards of honesty and integrity.
- We will have the courage to stand between our citizens and those who would victimize them. We will do what is right even when it is unpopular or difficult.
- We value community partnerships.
- We value the public's trust and vow to treat our citizens with respect and dignity.
- We recognize our employees as our most valued asset.
- We recognize the importance of investing in the future of the youth of our community.
- We value the implementation of best practices in the delivery of our services and we recognize the importance of reviewing our procedures, programs and performance to evaluate our effectiveness and make changes as needed.

## **Operations Division**

Of the three divisions in the Sheriff's Office, the Operations Division is the most visible to the public. There are many units and specialty assignments within the Operations Division which include:

- Patrol
- Crime Prevention
- Cadets
- STARS Volunteers
- Investigations
- Marine Enforcement
- Men's & Women's Posses

- Community Oriented Policing
- SWAT
- Patrol Reserves
- Coroner Unit
- Gang/Intelligence Unit
- Technical Search and Rescue
- Canine Unit

## **Division Highlights**

### Active Shooter Protocol

School violence incidents continue to be a concern for school employees, students, parents, fire and rescue personnel, and the law enforcement community in general. The most serious of these incidents have been termed "Active shooter" incidents. There are many thoughts on how active shooter incidents should be handled but one point is clear: immediate action must be taken to eliminate the cause of the ongoing acts of violence. This must be accomplished in a coordinated and tactical manner by arriving officers and other persons who are in a position to assist. The Yuba County Sheriff's Office is dedicated to taking swift action that will help reduce injuries and the loss of life during these critical incidents. To achieve this goal, the sheriff's department has partnered with members of the community, educators, fire and medical personnel, and other law enforcement agencies. We at the Yuba County Sheriff's Office recognize that planning may not prevent this type of incident, but it will offer the children and school staff involved in such an event a higher probability of survival.

### **School Safety Plans**

Over the past several years, the sheriff's department has worked with both valley and foothill school districts to create a universal, county wide, emergency response plan for the schools. This process included site surveys to identify safety concerns that may be presented by individual campuses, discussing best practices to implement during emergency situations, and lastly a written policy of directives for school staff when being confronted with an intruder on campus. The policy allows emergency responders to rapidly assess the situation and take the necessary action, all while working with the schools for a smooth transition of the events. There have been several "Lock down" drills at various campuses throughout 2013 and each presented a unique opportunity to rehearse the responses of all school staff and the first responders. The Yuba County Sheriff's Department will continue to work with, and support the schools within our county, as we value both strong partnerships with our schools and the safety of those who attend them.

## **Support Services**

The Sheriff's Department Support Services Division is responsible for providing support to units and divisions within the Department through a wide variety of programs and services. The division is also responsible for overseeing Animal Care Services and the Communications and Records Unit.

## **Division Highlights**

#### **Animal Care Services**

We are very proud of our pro-active approach to finding "forever homes" for as many homeless pets as possible. Placement of pets is accomplished through adoptions from the shelter, promotion of animals through the Petharbor.com website, advertisements in local newspapers, and transfers to rescues and off site adoption events such as Petco and Starbucks.



Over the past year, in addition to the animals that have been adopted directly from Yuba County Animal Care Services Shelter, over 500 animals have been transferred from our shelter to any one of thirty different rescue organizations. We are proud of the good work we do in maintaining a healthy relationship with breed-specific rescues, all-breed rescues, Societies for the Prevention of Cruelty to Animals, colleges and other public shelters. This requires a tremendous effort and cooperation from staff and volunteers representing the rescues as well as our shelter and the devoted veterinarians on both sides of those transactions. Animals transferred to rescues in the last year included dogs, cats, birds, horses and a potbellied pig.

#### **Communications and Records**

Our communications center is in operation 24-hours per day 7-days a week. The center is equipped with four dispatch consoles, receiving 911 calls within Yuba County as well as non-emergency and business calls. The center strives to answer all 911 calls on the first ring, and our answer time statistics with the State of California are among the fastest in the state. Each console is also equipped with over a dozen law enforcement and fire radio channels to communicate with emergency responders. The dispatch center is staffed with a minimum of two dispatchers at all times. The dispatchers are committed to quickly receiving, responding and dispatching calls for service and are often the first point of contact when help is needed. We



strive to meet the motto "Dispatchers save seconds, and seconds save lives". Dispatchers also process incident reports, restraining orders, warrants, and criminal justice inquiries throughout their shifts, and offer other general support to the Records Unit. The Records Unit is staffed by one Sheriff's Records Clerk. That clerk is responsible for the maintenance, organization and processing of incident reports, permits, fingerprinting, release of public documents, registering drug offenders, and other various office support duties. The Sheriff's Records Clerk is supported by volunteers that assist in the fingerprinting process, filing of paperwork and other various record duties. The dispatch center offers a sit-along program to members of the public that are interested in an overview of the communications center, a mini-background check is required.

# **Jail/Civil Division**

The Jail Division is responsible for the operation of our 432 bed facility. Among those confined in the jail are Immigration and Customs Enforcement (ICE) detainees, who are held on a contract basis to generate revenue for the county. Staff is charged with maintaining the safe and secure confinement of persons in custody, while providing access to programs designed to assist them with their reintegration into the community upon release. The facility includes an in-house medical unit, complete with on-site dentistry, a full kitchen, a classroom, and an on-staff substance abuse counselor.

Daily, jail staff is tasked with the processing of persons into and out of custody, ensuring proper medical treatment and nutrition for the confined population, and providing access to exercise, clean clothing and laundry. The Transportation Unit has daily responsibilities of getting inmates to outside medical appointments, and transferring of inmates to and from other correctional facilities.

The Civil Division is responsible for the serving of civil processes, execution of certain civil actions and providing security to the Five Superior Courts of Yuba County. Bailiffs also provide security for other proceedings handled by visiting judges, commissioners and referees. The division serves or enforces approximately 6,000 civil actions per year, from serving simple subpoenas to complex actions such as evictions, bank levies and real property levies.

2013 Jail Fact	s at a Glance
----------------	---------------

Number of jail beds
Number of bookings
Average daily population
Average number of contract inmates
Revenue from contract inmates
(in millions)
Number of meals served
Hours of general education

432 6,664 410 206 \$5.7 469,292

5,396



#### **Jail Medical**

The Yuba County Jail Medical Unit is comprised of a licensed physician, 4 Licensed Vocational Nurses (LVN) and 5 Medical Assistants (MA), as well as a licensed dentist. In 2013 the medical staff provided the following:

Physician visits-	2,660
Nursing staff visits-	3,955
Dental Services-	346
Physical Exams-	1,584
X-ray Services-	787

Additionally, the Jail medical staff provided 429 Mental Health services in 2013.

## **AB109 Prison Realignment**

Realignment generally refers to the shift in the assignment of program and fiscal responsibilities between the state and local governments. Under AB 109, signed by Governor Jerry Brown in April 2011 and funded by the state budget passed in June 2011, prison realignment refers to the shifting of criminal justice responsibilities from the state prisons and parole board to local county officials and superior courts.



Day Reporting Center

In October of 2011 county law enforcement across the state took over the supervision of prisoners placed on parole whose last offense was not a violent crime or a sex offense. Additionally, newly convicted offenders who were deemed to be non-violent, non-serious and non- sex offenders were placed on probation or sentenced to county jails in lieu of state prison.

As a component of AB 109, Yuba County formed a Community Corrections Partnership (CCP) to develop an AB 109 implementation plan. The CCP is comprised of a number of stakeholders to include Probation, District Attorney, Public Defender, Judges, health, education and others. In 2013 the department put several facets of the plan into action. New strategies implemented in 2013 include the formation of a County Board of Parole Commissioners. The Board meets monthly to consider parole for jail inmates who have applied and meet certain established guidelines. We also added an Intervention Counselor to the jail staff. The person in this position provides additional programs for jail inmates such as victimization recognition, batterer's classes, anger management, and life skills training in addition to helping inmates develop release plans; all intended to reduce the likelihood of a return to jail. Other strategies previously implemented include home detention on electronic monitoring, a day reporting center, and a work release program.

Through the use of alternatives to incarceration and effective jail management, we have been successful in maintaining the jail population at an increased but manageable level.

Yuba County Probation also deserves credit for this achievement as they have done a good job in managing those on Post Release Community Supervision and fewer people are being returned to custody on technical violations.



## Recognition

#### **Peace Officer of the Year**



Scott Rounds began his career at the Sheriff's Department in 1999.

Scott's current assignment focuses on sexual assault investigations, which can be difficult cases to work. Scott's skill and determination help build solid cases against those that offend, all while showing compassion to those who have been victimized.

Scott also oversees the department's Sexual Assault Enforcement Grant and is proactive in monitoring those offenders. He is also a driving force in the Department's Marijuana Eradication Team where his military experience has helped guide the team. From 1994-2011, Scott was a member of the U.S. Marine Corp Reserves, achieving the rank of Sergeant. He served on two tours to Iraq in support of Operation Iraqi Freedom.

Scott is an accomplished triathlete. He & his wife Erin make their home in Plumas Lake. He has two daughters.



#### Employee of the Year

Elizabeth "Beth" Marshall began working for the Yuba County Sheriff's Office in 2006 as our Sheriff's Records Clerk.

In 2012, Beth received an award from Yuba County Victim Services for "Exemplary Services and Compassion to Crime Victims of Yuba County".

Beth has been complimented on many occasions for her service to the public and her efficiency in performing her duties.

Off duty, Beth enjoys playing many sports. She also plays drums at her church and with a local band called 10-eight.

She has two children; Zechariah age 9 and Brooklyn, age 6. She also has 9 nieces and nephews that she and her children love to spend time with

Congratulations on being named Employee of the Year.

#### **Correctional Officer of the Year**



Andrew Thomas began working for the Sheriff's Department in 2008. In the past six years, Andrew has established himself as an instructor in many topics related to the jail. He is a Defensive Tactics Instructor and Cell Extraction Response Team Instructor and for the past two years has been the transportation officer.

Andrew has a strong work ethic and commitment to the department.

Prior to his law enforcement career, Andrew attended Lincoln High School where he was an All-League football player and went on to play at Sierra College during a 34 consecutive game win streak.

Andrew enjoys football, barefoot waterskiing, woodworking and spending time with family. He and his wife Tiffany have a son and are expecting a baby boy in May 2014.

#### Volunteer of the Year



Trudy Morrell has been a volunteer in the STARS program since May of 1998. Trudy performs a number of functions primarily assisting in our property and evidence section. She also assists with the jail commissary, children's fingerprinting and can always be relied on to participate in community events such as National Night Out and parades.

Trudy has held two important jobs in her life. She was a stay-at-home mom to her children Stephanie, Stephen and Robyn and was an Air Force Wife to her husband Bob – *They also serve who stand and wait.* 

In her spare time, Trudy enjoys reading and spending time with family which includes numerous grandchildren and great grandchildren.

#### **2013 Retirements**



Sgt. Wencel "Boomer" Kemp began his career in December 1986 as a Patrol Deputy. He worked a number of assignments over the years including SWAT, FTO, FTO Coordinator, Chief Deputy Coroner and others and retired as a Patrol Sergeant on September 16, 2013.



Sgt. Ellen Bell began her career in May of 1987 as a Correctional Officer. She was promoted to Corporal in 1992 and Sergeant in 2003. A seasoned veteran of the jail, Ellen retired effective December of 2012.



Deputy Russell Midel began his career as a Correctional Officer in April 2005. Russell was the Jail defensive tactics instructor for several years in addition to his day to day duties. Deputy Midel retired on June 21, 2013.



Deputy Mark Stoute began his career in April of 1989 as a Patrol Deputy. Mark held positions as a detective and for years, a resident hill deputy. Mark retired as a resident deputy on May 3, 2013.



Community Services Officer (CSO) Laura Miller began her career as a reserve in 1991 and became a fulltime employee as a CSO in 1995. Laura had many accomplishments in her career but deserves much of the credit for starting our volunteer program. Laura retired on April 12, 2013.

#### **Reserve Peace Officer of the Year**



Montie Lunkley began his career as a Reserve Deputy Sheriff in July 1983 and is currently the Captain of the Reserves. Montie has provided thousands of hours in his Reserve capacity. He is a designated Level I Reserve and often provides extra patrol in District 10, Hallwood and the Hills.

Over the past several years, Montie has logged more hours than any of the other Reserves which would earn him the "work-horse" award, but each year he declines and asks that the next person in line receive the award.

Montie is a retired law enforcement officer for the U.S. Forest Service and a decorated Army Veteran, having served in Viet Nam. He is an avid outdoorsman and enjoys hunting and other outdoor sports.

Montie and his wife Vida have two adult daughters, Tina and Teresa.

#### **Divisional Commendations**

On 1-27-13 Deputies Joe DaBranca and Brett Felion responded to a call from an elderly grandmother reporting that she was no longer able to care for her 7 year old granddaughter. The deputies learned that the grandmother and the girl did not have any food, their living conditions were atrocious, and the person responsible for their situation was the woman's son, who was the father of the 7 yr. old. The deputies bought food for the pair and contacted Adult and Child Protective Services who intervened. The deputies later arrested the father of the 7 year old.

On 3-15-13, Deputy Josh Endicott, who was in a jail control room, noticed an inmate tying a sheet around his neck and was attempting to tie the other end around the second floor railing of his housing unit. Endicott alerted the floor officer, Deputy Daniel Calvillo who ran to stop the inmate. Upon seeing Calvillo, the inmate jumped over the rail. The sheet was not tied well to the railing and came loose preventing injury to the inmate. The deputies' action certainly affected the inmate's ability to complete his preparations; their quick action prevented the man's suicide.

On 10/23/13 Deputies Nathan Lybarger and Brian Hopper and Dispatcher Tabatha Kelly developed and staffed an "officer down" scenario for the Yuba Sutter SWAT Challenge. The downed officer was to be evacuated to a REACH helicopter and additional instruction was provided on how to operate in a landing zone and around a helicopter. The scenario received high praise from the participants. A few days later, Roseville PD encountered an armed subject who shot one of their officers. Roseville SWAT, who had received the training, used the learned tactics to evacuate their officer to a medical helicopter and credited the training received at the Challenge as a key element in saving one of their officers.

## **Statistics**

The FBI's National Uniform Crime Reporting program, or UCR program, is a collective effort on the part of city, county, state, tribal, and federal law enforcement agencies to present a nationwide view of crime. Agencies throughout the country participating in the Uniform Crime Reporting (UCR) Program provide summarized reports on eight "Part I" offenses known to law enforcement. The state UCR Program then forwards the data, using uniform offense definitions, to the FBI's National UCR Program.

The following charts display statistical data for the Yuba County Sheriff's Department which is collected in accordance with the FBI's UCR requirements. As the charts below indicate, overall crime rate showed a slight decrease from 2012 to 2013.







The following graph displays the percentage of total Part 1 Crimes reported to the Yuba County Sheriff's Department in 2013, broken down by Part 1 offense category.

The break-down of crime by type is shown below. As the chart indicates, violent crime decreased from 2012 to 2013 while property crime was up by one incident.

											_							
		Violen	t Cri	mes		Property Crimes												
Year	Total Violent	Homicide & Negligent Manslaughter	Forcible Rape	Robbery	Aggravated Assault	Total Property	Burglary	Grand Theft	Motor Vehicle Theft	Arson		Total Violent	Total Property	Total Part 1 UCR	Pop Est.	VIOL Rate per 10,000	PROP Rate per 10,000	TOTAL PART 1 CRIME Rate per 10,000
2013*	187	3	22	25	137	1308	461	842	5	14		187	1308	1495	57696	32	227	259
2012	196	9	17	20	150	1307	429	873	5	21		196	1307	1503	57042	34	229	263
2011	230	3	18	29	180	1323	457	858	8	5		230	1323	1553	56743	41	233	274
2010	159	1	14	28	116	1031	390	634	7	14		159	1031	1190	56260	28	183	212
2009	190	2	17	29	142	830	314	502	14	17		190	830	1020	55793	34	149	183
2008	240	6	18	36	180	1177	503	658	16	11		240	1177	1417	55047	44	214	257
2007	222	0	17	37	168	1138	513	606	19	20		222	1138	1360	53918	41	211	252
2006	193	3	18	37	135	1252	610	628	14	16		193	1252	1445	52519	37	238	275
2005	208	7	14	36	151	1260	576	670	14	20		208	1260	1468	50437	41	250	291
2004	295	4	15	42	234	1490	620	860	10	31		295	1490	1785	48578	61	307	367
*Prelim	inary_	not finaliz	od ur	ntil 201	2 Crim	ainlicio	nublic	hod (Er	II of 20	111								

Additional statistical information, while not mandated to be kept and reported to the state, is still regularly compiled by the department's Crime Analyst and studied by the administration to ensure effective and efficient resource deployment. Similar information is evaluated in the monthly Compstat<sup>1</sup> process as well. The charts and graphs that follow depict a variety of statistical information about crime reports and calls for service information for the Yuba County Sheriff's Department.



<sup>&</sup>lt;sup>1</sup> Compstat is a strategic management philosophy used by law enforcement to achieve crime reduction and was implemented by YCSO in June 2008.

# COUNTY

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# DEPARTMENTS

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# The County of Yuba

Department of Administrative Services

Doug McCoy, Director



 AIRPORT
 741-6248

 BUILDING & GROUNDS
 749-7880

 FACILITIES MANAGEMENT
 749-7880

 INFORMATION SERVICES
 749-7880

 PRINT SHOP
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 PURCHASING
 749-7880

 TELECOMMUNICATIONS
 749-7880

150 - 14

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

April 15, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE CONSENT TO 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 Board authorize the Chairman to execute the subject agreement.

#### Background:

Continental Pacific Lumber leases approximately 12.5 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. There are three lease agreements extending to 2019, 2055, and 2065 and provide the Yuba County Airport annual revenue in the amount of \$1,500.

#### 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.

#### Committee Action:

This item was presented to the Public Facilities Committee on March 25, 2014, and was agreed to move forward to the full Board for approval.

#### Fiscal Impact:

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

Attachments

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 +1 916 641 1318

 Email
 Bud.Applegate@colliers.com



150-14

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

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 Bud.Applegate@colliers.com



#### 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

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES COUNTY COUNSEL BY:

Colliers International, and certain of its subsidiaries, is an independently owned and operated business and a member firm of Colliers International Property Consultants, an affiliation of independent companies with over 480 offices throughout more than 61 countries worldwide.



## AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

#### 1. Basic Provisions ("Basic Provisions").

Parties: This Lease ("Lease"), dated for reference purposes only November 1, 2013 1.1 is made by and between Continental - Pacific Lumber Industries, Inc. ("Lessor") and Brian D. Toepfer, Michael R. Toepfer and Christopher M. Dean, dba: Cali Shine Distillery Co. ("Lessee"), (collectively the "Parties", or individually a "Party"). 1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 5216 Arboga Road located in the City of Olivehurst , County of Yuba , State of , with zip code 95961 , as outlined on Exhibit A attached hereto ("Premises") California and generally described as (describe briefly the nature of the Premises): approximately 14, 000 square feet of an approximately 47,600 square foot complex on a +/-5 Acre parcel In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing 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 exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2) Parking: per pro rata share unreserved vehicle parking spaces. (See also Paragraph 2.6) 1.2(b) years and six (6) months ("Original Term") 1.3 Term: three (3) ("Commencement Date") and ending May 31, 2017 commencing December 1, 2013 ("Expiration Date"). (See also Paragraph 3) Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing 1.4 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3) per month ("Base Rent"), payable on the First 1,400.00 1.5 Base Rent: \$ . (See also Paragraph 4) day of each month commencing June 1, 2014 If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 Lessee's Share of Common Area Operating Expenses: <u>twenty nine</u> percent (<u>29</u>%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect 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
- (e) Total Due Upon Execution of this Lease: \$11,200.00
   1.8 Agreed Use: the production of alcohol and storage of equipment in accordance with

#### all city, county and state codes and laws at Lessee's sole cost and expense (See also Paragraph 6)

Insuring Party. Lessor is the "Insuring Party". (See also Paragraph 8)
 Real Estate Brokers: (See also Paragraph 15)

BOT JP7 Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction

(check	applicable	boxes):

(a)

				represents Lessor exclusively ("Less	or's Broker");
				represents Lessee exclusively ("Lessee'	s Broker"); or
☑ Collier	s Internationa	al - Bud Apple	gate	represents both Lessor and Lessee ("D	Jual Agency").
	(b) Payme	nt to Brokers: Upon e	xecution and delivery of this L	Lease by both Parties, Lessor shall pay to the	
brokerage serv	rices rendered by the E	Brokers the fee agreed	to in the attached a separate	e written agreement or if no such agreement i	s attached, the
sum of	or	% of the total	Base Rent payable for the O	riginal Term, the sum of per Agreement	or
of the	e total Base Rent paya	able during any period o	of time that the Lessee occup	pies the Premises subsequent to the Original Te	erm, and/or the
sum of	or	% of the purchas	e price in the event that the L	Lessee or anyone affiliated with Lessee acquire	es from Lessor
any rights to the	e Premises.				
1.11	Guarantor. The	obligations of the Les	see under this Lease are to	o be guaranteed by	
				("Guarantor"). (See also F	Paragraph 37)
1.12	Attachments. At	tached hereto are the f	ollowing, all of which constitut	te a part of this Lease:	
🗹 an Addendu	m consisting of Paragr	aphs 50	through 52	;	
🗹 a site plan de	epicting the Premises	Exhibit "A";			
🗆 a site plan de					
	epicting the Project;				
		ulations for the Project;			
a current set	t of the Rules and Reg	ulations for the Project; ulations adopted by the			
a current set	t of the Rules and Reg t of the Rules and Reg				
a current set	t of the Rules and Reg t of the Rules and Reg er;				

#### Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from 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 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 NOT tied to square footage and is not subject to adjustment 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 within the Building (**'Unit''**) to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs (**'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 thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**''HVAC''**), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failures at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the

PAGE 2 OF 22

Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) 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.

2.4 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.

2.6 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
landscaped areas.

2.8 **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;

remains available;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises

To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any

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) portion thereof; and

3.1

(C)

(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.

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.

3.3 **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.

3.4 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.

metered.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately

Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and

(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.

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.

(iv)

(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.

4.3 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.

5. 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.

6.1 **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, (a) 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

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.

(d) 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.

(e) 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.

(f) **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 provide 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.

6.3 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.

6.4 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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(a) 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.

(d) **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.

7.2 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).

(b) **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.

(c) 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.

#### Ownership; Removal; Surrender; and Restoration.

(a) **Ownership**. 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 Installation 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.

(c) 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 shall constitute a holdover under the provisions of Paragraph 26 below.

#### 8. Insurance; Indemnity.

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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.

#### Liability Insurance.

(a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting 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,

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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 ("<u>Rental Value</u> 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.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders 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.

8.6 **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.

9.2 **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.

9.4 **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.

9.5 **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.

10.1 **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 real estate tax 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.

10.2 **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.

10.3 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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10.4 **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.

10.5 **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.

(d) 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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remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(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

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.

(f) 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.

13.2 **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.

13.4 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 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.

#### 15. Brokerage Fees.

INITIALS

15.1 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.

15.2 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.

15.3 **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 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

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.

#### 24. 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 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: <u>To the Lessor</u>: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. <u>To the Lessee and the Lessor</u>: (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.

(ii) Lessee'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. <u>To the Lessee</u>: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. <u>To the Lessee and the Lessor</u>: (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.

30.2 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.

30.3 **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.

31. 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 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.

the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

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

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

PAGE 20 OF 22

other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

#### 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

 $\Box$  is  $\boxdot$  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:

1. 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:Rancho Cordova, CA	Executed at:Olivehurst, CA
On'	On:

By LESSOR:	By LESSEE:
Continental - Pacific Lumber Industries	Brian D. Toepfer, Michael R. Toepfer and
Inc	Christopher M. Dean, dba: Cali Shine
Mary la Park lardan	Distillery Co.
By: Menalel Taul Muffer	- B - July
Name Printed: Paul Taylor	By:
Title:	Name Printed: Brian D. Toepfer
	Title:/
Ву:	
Name Printed:	By:By:
	305
PAGE 21	I OF 22 /2/1/2



INITIALS

Title:	Name Printed: Michael R. Toepfer
Address: 11294 Coloma Road, Suite H	
Rancho Cordova, CA 95670	
	By: by
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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#### 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.

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.

Section 50	Rent:
	December 1, 2013 thru May 31, 2014
	June 1, 2014 thru May 31, 2015
	June 1, 2015 thru May 31, 2016

December 1, 2013 thru May 31, 2014	\$ 0.00 per month
June 1, 2014 thru May 31, 2015	\$1,400.00 per month
June 1, 2015 thru May 31, 2016	\$2,100.00 per month
June 1, 2016 thru May 31, 2017	\$2,800.00 per month

#### Section 51 <u>Tenant Improvements:</u>

A. Lessee at his sole cost and expense will:

- -Reconnect water and gas to Lessee's space
- -Reconnecting separately metered electricity to 14,000 square feet of building.
- -Install an ADA bathroom into the 6,000 square foot section of warehouse
- -Install water heater
- -Drywall and paint to bring the 6,000 square feet to food safety standards.
- -Install HVAC as needed.
- -Paint outside of building in the first 90 days of the lease with rust preventive paint to match the neighboring building (sides and roof)

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- -Install a gas burner and floor drain as needed for Lessee's use.
- -Install a vent in the drop ceiling for ventilation due to Lessee's use
- -Install new efficient lighting in Lessee's space.
- -Replace metal siding as needed on Lessee's 14,000 square feet.
- -Install signage per code on Front of Building.

These building improvements will become the property of the Lessor and will be done in accordance with City, County and State Building codes.

Lessor will post a "Notice of Non-Responsibility".

#### Section 52 Animals

Lessee will be allowed to bring his dog to his premise. Lessee will be responsible for any actions of his dog.

#### **Consult Your Advisors:**

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:

By: <u>Paul Taylor</u> Paul Taylor Subject To County Approval: Date: <u>II-15-13</u> Littel	LESSOR: Continental-Pacific Lumber Industries, Inc.	LESSEE: Brian D. Toepfer, Michael R. Toepfer and Christopher M. Dean, dba: Cali Shine Distillery Co.
By: Manual   Christopher M. Dean   Date: 11-15.13	Paul Taylor	
Date: $12 - 15 - 13$	subject to county Approval:	
Date:		
	Date:	11-11 12
	Initials:	Initials:

# **Exhibit A**

# 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



Initials:\_\_\_\_\_\_

Initials: BPC

#### **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 X500L

**Earthquakes.** Earthquakes occur throughout California. According to <u>Fault Activity Map of California and Adjacent Areas.</u> <u>1994</u> [*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 stateregistered 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.

<u>Hazardous Materials and Underground Storage Tanks</u>. 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.

<u>Americans with Disabilities Act (ADA)</u>. 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.

Broker Representation. 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

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interested in a property that may be of interest to other Colliers International clients. If Colliers International represents more than one party with respect to a property, Colliers International will not disclose the confidential information of one principal to the other.

Seller/Landlord Disclosure, Delivery of Reports, Pest Control Reports and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all information known to sellers/landlords regarding the Property, including but not limited to, hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. If a pest control report is a condition of the purchase contract, buyers are entitled to receive a copy of the report and any certification and notice of work completed.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements and the availability of all utilities. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur and do not represent the current or future performance of the property. Real estate brokers are not experts concerning nor can they determine if any expert is qualified to provide advice on legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

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#### 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).

#### **Consult Your Advisors:**

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. Paul Tavlor

LESSEE: Brian D. Toepfer, Michael R. Toepfer and Christopher M. Dean, dba: Cali Shine Distillery Co.

By: k Brian D Toepfer By: chael

Christopher M. Dean

2/14/14 Date:

Date: Feb 17, 2014 Initials:

Initials:

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# The County of Yuba

#### **AUDITOR - CONTROLLER**



#### C. RICHARD EBERLE, CPA

915 8<sup>th</sup> Street, Suite 105 Marysvile, CA 95901-5273 (530) 749-7810

То:	Board of Supervisors	
CC:	Robert Bendorf, County Administrator	
From:	C. Richard Eberle, CPA, Auditor-Controller	Vh
Date:	April 15, 2014	FU
Re:	2013 Audited Financial Statements	

#### Recommendation

Receive report on the Yuba County Audited Financial Statements and the Single Audit for the fiscal year ended June 30, 2013.

#### Background

Annually the Auditor-Controller coordinates the mandates countywide audit through a third party authorized by the Board of Supervisors. The audit for fiscal year 2011-2012 was performed by the firm of Gallina, LLP. The audit procedures performed by Gallina, LLP resulted in three reports for the County: The audited financial statements, which present the financial position of the County; the Single Audit, which audits financial information related to, and documents compliance with, federal grant requirements; and the Management Letter which communicates deficiencies in the internal control or organizational structure of the County. The audits for fiscal year ended June 30, 2013were completed on March 26, 2014.

#### Discussion

Gallina, LLP., will be making a presentation on the results of the audit, the relationship with the Auditor-Controller's office, and answer any questions.

#### **Committee Action**

This action is being presented to directly to the Board of Supervisors.

#### **Financial Impact**

There no fiscal impact as these items are already disposed.

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COUNTY OF YUBA SINGLE AUDIT REPORT

JUNE 30, 2013



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#### COUNTY OF YUBA

#### Single Audit Report For the Year Ended June 30, 2013

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#### INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Members of the Board of Supervisors of County of Yuba Marysville, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Yuba (County), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 26, 2014. Other auditors audited the financial statements of the Yuba County Water Agency and the Yuba First Five Commission, discretely presented component units, as described in our report on the County's financial statements. This report does not include the results of the other auditors' testing of internal controls over financial reporting or compliance and other matters that are reported on separately by those auditors.

#### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses. (2013-001, 2013-002, 2013-003).

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies. (2013-004).

1

To the Honorable Members of the Board of Supervisors of County of Yuba Marysville, California

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **County's Response to Findings**

The County's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

#### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Roseville, California March 26, 2014



#### INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133

To the Honorable Members of the Board of Supervisors of County of Yuba Marysville, California

#### **Report on Compliance for Each Major Federal Program**

We have audited the County of Yuba's (County) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2013. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The County's basic financial statements include the operations of the Yuba County Housing Authority, a blended component unit of the County, which received \$2,280,242 in federal awards which is not included in the schedule during the year ended June 30, 2013. Our audit, described below, did not include the operations of the blended component unit because the entity engaged for the performance of a separate audit in accordance with OMB Circular A-133.

#### Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

#### Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.* Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

#### **Opinion on Each Major Federal Program**

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

#### **Report on Internal Control Over Compliance**

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance is a deficiency, or a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

#### Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended June 30, 2013, and have issued our report thereon dated March 26, 2014, which contained an unmodified opinion on those financial statements. Other auditors audited the financial statements of the Yuba County Water Agency and the Yuba First Five Commission, discretely presented component units, as described in our report on the County's financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

To the Honorable Members of the Board of Supervisors of County of Yuba

#### **Other Matters**

The supplementary schedules, as listed in the table of contents, have not been subjected to auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

allina 22P

Roseville, California March 26, 2014
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## Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Expenditures
U. S. Department of Agriculture Care - GWSS	10.025	12-8506-0484-CA	¢ 0,500
Subtotal CFDA Number 10.025	10.025	12-0000-0404-CA	<u>\$8,583</u> 8,583
Subiolal CFDA Nulliber 10.025			0,000
Passed through State Department of Social Services:			
Food & Nutrition Service Dept of Ag SNAP	10.561		165,764
State Administrative Matching Grants for the			,
Supplemental Nutrition Assistance Program C-IV	10.561		5,206
State Administrative Matching Grants for the			·
Supplemental Nutrition Assistance Program-NAFS	10.561		2,093,620
Subtotal CFDA Number 10.561			2,264,590
Total U.S. Department of Agriculture			\$ 2,273,173
U. S. Department of Housing and Urban Development			
Passed through State Department of Housing and Community			
Development:			
Community Development Block Grant/State's Program	14.228	10-EDEF-7271	57,540
Community Development Block Grant/State's Program	14.228	10-STBG-6748	307,815
Subtotal CFDA Number 14.228			365,355
			<u>.</u>
Total U.S. Department of Housing and Urban Development			\$ 365,355
U.S. Department of Justice			
Direct Programs:			
State Criminal Alien Assistance Program (SCAAP)	16.606	2012-H3897-CA-AP	147,696
Bulletproof Vest Partnership Program	16.922		5,818
Edward Byrne Memorial Justice Assistance Grant Program -			
Yuba County Drug Impact Program	16.738	BSCC 617-12	73,047
Edward Byrne Memorial Justice Assistance Grant Program	16.738		15,060
Subtotal Direct Programs			241,621
Passed through California Emergency Management Agency:			
Child Abuse Treatment and Advocacy	16.575	AT 12090580	148,189
Victim Witness Assistance Program	16.575	VW112260580	53,779
Unserved/Underserved Victim Advocacy and Outreach	16.575	UV12030580	124,782
			<u> </u>
Subtotal CFDA Number 16.575			326,750
Recovery Act - Edward Byrne Memorial Justice			
Assistance Grant (JAG) Program/Grants to Units of			
Local Government - Yuba County Drug Impact Program Revitalization	16.804	ZP09010580	20,977
Subtotal Pass-Through			347,727
Personal through Department of Corrections and Debability			
Passed through Department of Corrections and Rehabilitation:	16 500	170 05	00 E04
Juvenile Accountability Block Grants	16.523	178-05	89,594
Total U.S. Department of Justice			\$ 678,942
			÷ 0,0,012

See accompanying notes to Schedule of Expenditures of Federal Awards

## Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

	Federal CFDA	Pass-Through Grantor's	
Federal Grantor/Pass-Through Grantor/Program Title	Number	Number	Expenditures
U. S. Department of Transportation			
Passed through State Department of Transportation:	00.005		¢ 540 504
Highway Planning and Construction	20.205	STPLH-5916 (046)	\$ 510,584
Highway Planning and Construction	20.205	HRRRL-5919 (078)	44,280
Highway Planning and Construction	20.205	HSIPL-5919 (085)	26,499
Highway Planning and Construction	20.205	HSIPL-5916 (086)	726,583
Highway Planning and Construction	20.205	HSIPL-5916 (100)	4,684
Highway Planning and Construction	20.205	CML-5916 (091)	31,341
Highway Planning and Construction	20.205	STPL-5916 (094)	490,503
Highway Planning and Construction	20.205	STPCML-5916 (097)	1,004,756
Highway Planning and Construction	20.205	BRLO-5916 (014)	61
Highway Planning and Construction	20.205	BRLS-5916 (029)	825,123
Highway Planning and Construction	20.205	BRLO-5916 (074)	39,379
Highway Planning and Construction	20.205	BRLO-5916 (071)	8,454
Highway Planning and Construction	20.205	BRLS-5916 (065)	705,078
Highway Planning and Construction	20.205	BRLO-5916 (087)	29,471
Highway Planning and Construction	20.205	BRLO-5916 (092)	84,787
Highway Planning and Construction	20.205	BRLO-5916 (093)	71,018
ARRA - Highway Planning and Construction	20.205	ESPL-5916 (084)	51,615
Subtotal CFDA Number 20.205			4,654,216
Total U.S. Department of Transportation <u>U.S. Department of Health and Human Services</u>			\$ 4,654,216
Passed through State Department of Public Health:			
Center for Disease Control & Prevention	93.069		118,791
Maternal & Child Health MCH Title XIX	93.110		46,401
Maternal & Child Health MCH TITLE V	93.994		86,146
KinGap IV-E Admin	93.090		4,895
Subtotal Pass-Through	00.000		256,233
			200,200
Passed through State Department of Health Care Services:			
Children's Health Insurance ProgramSMSB TITLE XXI	93.767		41,385
Targeted Case Management HHS DHHS/SSA TITLE XIX	93.778		235,093
Targeted Case Management P/G	93.778	58-0712	58,592
California Children's ServicesDHHS/SSA TITLE XIX	93.778		191,440
Medical Assistance Program - Administration TITLE XIX	93.778		2,060,816
Medicare Medicaid Serv C-IV Title XIX Asst Program	93.778		2,353
Medical Assistance Program - CMIPS	93.778		77,208
Child Health and Disability Program DHHS/SSA TITLE XIX	93.778		130,142
Medical Assistance Program - Foster Care DHHS/SSA TITLE XIX	93.778		25,205
Medical Assistance Program - Adult Protective Services	93.778		119,636
Child Welfare Services Title XIX Medical Assistance Program	93.778		181,813
Medical Assistance Program - In Home Supportive Services	93.778		582,733
Medical Assistance Program - IHSS - Public Authority	93.778		224,501
Medical Asst Prog IHSS CFCO	93.778		26,940
Medi-Cal Admin DHHS/SSA XIX-Medical Asst	93.778		18,325
Subtotal Pass-Through	•		3,976,182
			0,010,102

## Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

	Federal CFDA	Pass-Through Grantor's	
Federal Grantor/Pass-Through Grantor/Program Title	Number	Number	Expenditures
U. S. Department of Health and Human Services (continued) Passed through State Department of Aging:			
Multi-Senior Services Program (MSSP)	93.778		\$ 104,724
Subtotal Pass-Through			104,724
Passed through State Department of Social Services:			
Temporary Assistance for Needy Families - Assistance	93.558		5,419,962
Child Welfare Services (TANF)	93.558		344,910
Calworks Asst Timed Out Safety Net	93.558		3,031,469
Temporary Assistance for Needy Families - Adm C-IV	93.558		3,550
Subtotal CFDA Number 93.558			8,799,891
Passed through State Department of Social Services:	00.050		4 00 4 05 4
Foster Care - Title IV-E - Child Welfare Services	93.658		1,224,954
Foster Care - Title IV-E	93.658		76,438
Foster Family Home Licensing	93.658		16,116
Foster Care Assistance EA Foster Care	93.658		1,211,071
Non CWS Allocation	93.658		13,325
KINGAP	93.658		2,753
Monthly Visit Group Home Admin Child & Families	93.658 93.658		2,056
Statewide Auto Welfare Informaiton Systems IV-E DHHS/SSA Subtotal CFDA Number 93.658	93.000		29,947 2,576,660
Subtotal of DA Number 33.000			2,570,000
Adoption Assistance - Assistance	93.659		2,075,013
Adoption Assistance - IV-E Admin	93.659		24,045
Adoption Assistance - Nonrecurring Expense	93.659		695
Subtotal CFDA Number 93.659			2,099,753
Promoting Safe and Stable Families	93.556		67,814
Child Welfare Services - State Grants	93.645		74,034
CWS Title XX Ledger Shift/Augment	93.667		95,484
Independent Living Program	93.674		72,303
CalWorks-Single Allocation	93.667		88,689
CWS Title XX	93.667		111,369
Subtotal			509,693
Subtotal Pass-Through			13,985,997
Passed through the State Department of Child Support Services:			
Child Support Enforcement	93.563		2,190,125
Subtotal CFDA Number 93.563			2,190,125
Community Services Block Grant	93.569	12F-4448	190,629
Community Services Block Grant	93.569	12F-4453	178,420
Community Services Block Grant	93.569	13F-3053	88,405
Community Services Block Grant	93.569	13F-3048	108,165
Subtotal CFDA Number 93.563			565,619
Total U.S. Department of Health & Human Services			\$ 21,078,880

See accompanying notes to Schedule of Expenditures of Federal Awards

## Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Ex	penditures
U.S. Department of Homeland Security				
Passed through California Emergency Management Agency:				
FY 10 Emergency Management Performance Grant	97.042	2012 - 0027	\$	139,679
FY 10 Homeland Security Grant Program	97.073	2010-85		58,859
FY 11 Homeland Security Grant Program	97.073	2011 - SS0077		63,395
Subtotal CFDA Number 97.073				122,254
Subtotal Pass-Through				261,933
Total U.S. Department of Homeland Security			\$	261,933
Total Expenditures of Federal Awards			\$ 2	29,312,499

#### Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

#### Note 1: **Reporting Entity**

The accompanying Schedule of Expenditures of Federal Awards (Schedule) presents the activity of all federal awards programs of the County of Yuba (County), with the exception of Yuba County Housing Authority, which expended \$2,280,242 of federal awards, and was subject to a separate single audit by independent auditors. The County's reporting entity is defined in Note 1 to the County's basic financial statements. All federal awards received directly from federal agencies, as well as federal awards passed through other governmental agencies, are included in the Schedule.

#### Note 2: Basis of Accounting

The accompanying Schedule of Expenditures of Federal Awards is prepared using the modified accrual method of accounting when federal expenditures are incurred in the governmental funds and the accrual method of accounting when the federal expenditures are incurred in the proprietary funds. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

#### Note 3: Relationship to Financial Statements

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, to amounts reported within the County's financial statements. Federal award revenues are reported principally in the County's financial statements as intergovernmental revenues in the General, Special Revenue and Enterprise funds.

#### Note 4: Subrecipients

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Of the federal expenditures presented in the Schedule of Expenditures of Federal Awards, the County provided federal awards to subrecipients as follows:

Federal <u>CFDA#</u>	Program	A	mount
14.228	Community Development Block Grants/State's Program	\$	57,540
93.569	Community Services Block Grant		497,819
97.073	Homeland Security Grant Program 11		52,498

#### Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

#### Note 5: Loans with Continuing Compliance Requirement

Outstanding federally-funded program loans, with a continuing compliance requirement, carried balances as of July 1, 2012 and June 30, 2013 as follows:

Federal <u>CFDA #</u>	Program Title	0	utstanding Loans	L ( C	Prior Year Loans with Continuing Compliance Equirements	N	ew Loans
14.228	Community Development Block Grant/State's Program	\$	5,309,243	\$	5,309,243	\$	-
14.228	Community Development Block Grant/State's Program (Economic Development Initiative)		289,862		263,106		26,756
14.239	HOME Investment Partnerships Program		900,267		836,367		63,900
	Total	<u>\$</u>	6,499,372	\$	6,408,716	\$	90,656

#### Note 6: Program Clusters

Federal programs, which must be audited together as a program cluster, include the following:

#### JAG Program Cluster:

16.738 16.738	Edward Byrne Memorial Justice Assistance Grant Program Edward Byrne Memorial Justice Assistance Grant Program	\$	73,047 15,060
16.804	Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Government –		
	Yuba County Drug Impact Program Revitalization	. <u> </u>	20,977
	Total	<u>\$</u>	109,084

#### Note 7: Pass-Through Entities' Identifying Number

When federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the County determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity.

#### Notes to Schedule of Expenditures of Federal Awards For the Year Ended June 30, 2013

#### Note 8: Total Federal Awards Expended by CFDA Number

When there is more than one program under a single CFDA number, the Schedule of Expenditures of Federal Awards presents totals of all programs under one CFDA number. Occasionally, however, this total could not be conveniently displayed because all programs under one CFDA number were not contiguous. When this occurred, this total is not shown in the Schedule, but instead is provided below:

<u>CFDA No.</u>	Total Federal <u>Expenditures</u>
16.738	\$ 88,107
93.667	\$ 295,542
93.778	\$ 4,039,521

#### Note 9: Department of Aging Federal/State Share

During the fiscal year ended June 30, 2013, the County expended the following amounts under grants which pass through the California Department of Aging:

<u>CFDA</u>	Federal Expenditures	State Expenditures
93.778	\$ 104,724	\$ 104,724

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## Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

## Section 1

Fin	ancial Statements	Summary of Auditor's Results
1.	Type of auditor's report issued:	Unmodified
2.	Internal controls over financial reporting: a. Material weaknesses identified? b. Significant deficiency identified not	Yes
	considered to be material weaknesses?	Yes
3.	Noncompliance material to financial statements noted?	Yes
Fee	deral Awards	
1.	Internal control over major programs: a. Material weaknesses identified? b. Significant deficiency identified not	No
	considered to be material weaknesses?	None Reported
2.	Type of auditor's report issued on compliance for major programs:	Unmodified
3.	Any audit findings disclosed that are required to be reported in accordance with Circular OMB A-133, Section 510(a)?	No
4.	Identification of major programs:	
	CFDA Number	Name of Federal Program
	14.228 20.205 93.558 93.563	Community Development Block Grant Highway Planning and Construction Temporary Assistance for Needy Families Child Support Enforcement
5.	Dollar Threshold used to distinguish between Type A and Type B programs?	\$ 1,074,356
6.	Auditee qualified as a low-risk auditee under OMB Circular A-133, Section 530?	No

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

## Section 2

**Financial Statement Findings** 

Governmental Trust Funds Recording Audit Adjustments Use of Miscellaneous Revenue Account Accounting for Transfers Between Funds

#### Section 3

Federal Award Findings and Questioned Costs

None Reported.

Finding 2013-001 Finding 2013-002 Finding 2013-003 Finding 2013-004

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

#### Finding 2013-001 GOVERNMENTAL TRUST FUNDS

#### <u>Criteria</u>

Under Governmental Accounting Standards Board (GASB) Statement No. 34, amounts formally held in trust but used to support the County's own programs should be reported as funds within the County's reporting entity so as to ensure all economic resources that can be used by the County are reported in the basic financial statements. Use of the agency fund type is limited to resources the County holds purely in a custodial capacity for individuals or other organizations, such as school districts and special districts not governed by the County Board of Supervisors.

The general ledger accounting system should produce accurate financial information in a format facilitating decision making. Department heads should review financial information relevant to their departments for accuracy and completeness. A chart of accounts providing users with sufficient detail is essential in strengthening internal controls that identify and correct misstatements.

#### **Condition**

During the audit, we identified 61 funds having cash balances of \$41 million that were incorrectly accounted for as agency funds in the County's accounting system. These funds hold resources acquired to support the County's functions and activities. Nearly all of the transactions in these 61 funds for the fiscal year ended June 30, 2013, were recorded as miscellaneous revenues. Inflows of revenues and transfers from other funds were netted against outflows of expenditures and transfers to other funds.

#### <u>Cause</u>

The County's general ledger fund structure and chart of accounts is designed to satisfy older State budgetary and legal requirements. The County's general ledger structure does not readily translate to the newer financial reporting model required by current standards.

#### Effect of Condition

Current financial reporting standards require the County's reporting entity to include transactions and balances in these 61 funds in a format substantially different than currently used on the County's general ledger accounting system. By not including these funds, assets, liabilities, revenues and expenses are materially misstated. In order to include these funds, additional work is necessary to manually account for their transactions using a different model.

There is the potential for double reporting of revenues when resources are transferred into operating funds. Not using the accounting system to control the flow of revenues increases the potential for reporting revenues twice.

The commingling of transactions in one account, miscellaneous revenues, prevents department heads and others from the important function of reviewing and monitoring financial activity of the County. As a result, there is an increased likelihood of misstatements going undetected and uncorrected.

#### **Recommendation**

We recommend the Auditor-Controller's Office create new funds in its accounting system to account for these 61 funds either as County funds having the full chart of accounts used by County operating funds capable of reporting revenues and expenditures or by including the balances and activities in existing County funds.

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

#### Finding 2013-001 GOVERNMENTAL TRUST FUNDS (continued)

#### Management Response

Management agrees with the determination of the Auditors. As our current financial system was configured to satisfy older requirements we are working to address the issue on a structural level. We are currently working to first ensure all funds are properly identified and second to adjust the configuration of the accounting system to reflect newer reporting requirements.

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

#### Finding 2013-002 RECORDING AUDIT ADJUSTMENTS

#### <u>Criteria</u>

The County's general ledger should contain balances and transactions that are complete, current, and as accurate as reasonably possible. A general ledger which meets these criteria can be used in effective financial analysis, including budget to actual reviews, and will contribute to management's efforts to meet operational and financial goals.

#### Condition

During the audit, we noted that not all prior year's audit adjustments had been recorded in the County's general ledger though the County's currently working with us to record all audit adjustments from the current audit. We also noted instances where other adjustments made for financial reporting were not posted. This resulted in beginning equity not reconciling to the prior year's audited amounts without significant adjustments.

#### Cause

The County has not had a process to record audit adjustments or other adjustments for the financial statements in the general ledger.

#### Effect of Condition

By not recording audit adjustments and other adjustments made for the financial statements, the County's general ledger will not agree to the financial statements and will make reconciling beginning equity more difficult. In addition, management will not have ready access to current, updated financial information for financial analysis and review.

#### **Recommendation**

We recommend that audit adjustments and other post-closing adjustments be posted in the general ledger. The County may choose to record them in the fiscal year under audit or in the subsequent fiscal year, depending on their policy as well as system limitations that may be in place.

#### Management Response

Management agrees with the auditor's recommendations. Management has recorded all the audit adjustments to reconcile prior periods as of the beginning of the fiscal year and has supplied the auditors with most of the adjusting entries for the current year. Management will continue to ensure all necessary audit adjustments are posted.

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

## Finding 2013-003 USE OF MISCELLANEOUS REVENUE ACCOUNTS

<u>Criteria</u>

Revenues should be presented by source in sufficient detail to be meaningful.

#### **Condition**

The County's use of the miscellaneous revenue account includes revenues generated from other sources such as charges for services and intergovernmental revenues. During the performance of nonattest services to prepare the County's financial statements, we proposed several reclassifications of miscellaneous revenues so that revenues in the County's financial statements would be presented in sufficient detail so as to be meaningful as required by accounting standards. While the County has made very good progress in addressing the use of miscellaneous accounts, it is still cleaning up several of its generic revenue accounts to be more meaningful.

#### <u>Cause</u>

For some funds, the County's chart of accounts is not sufficiently detailed or does not include all of the accounts necessary to adequately classify all revenues by type as with some trust funds that are that include accounts for interest and miscellaneous revenues only. For the County's operating funds, revenues are posted to an all-inclusive miscellaneous revenue account because:

- There is no account in the chart of accounts within the appropriate type of revenue source which matches the revenue transaction being posted.
- There is a lack of information at the time of the transaction to accurately determine the type of revenue source.
- There is a lack of guidance from which to accurately determine the proper revenue account.

#### Effect of Condition

The level of detail for classifying transactions should be sufficiently categorized so as to be meaningful to management in making decisions. When charges for services or intergovernmental revenues, both significant revenue sources, are combined with miscellaneous revenues, the resulting balance becomes meaningless.

#### Recommendation

We recommend the following courses of action:

- Modify each fund's chart of accounts pertaining to revenues so as to capture a majority of its revenue sources within the appropriate type of revenue source for financial reporting purposes.
- Adopt and publish written guidance that ensures the accurate classification of revenues by type of revenue source.
- Periodically review transactions posted to miscellaneous revenue sources to ensure that revenues for other types of revenues such as charges for services or intergovernmental revenues are reclassified to the appropriate revenue accounts.

#### Management Response

Management agrees with auditor's recommendations. While management has reduced the improper use of miscellaneous revenue account in the current fiscal year management recognizes additional steps need to be made to completely address this issue. Management has started an internal project specifically dealing with this issue and expects full implementation in the 2014-2015 fiscal year.

Schedule of Findings and Questioned Costs For the Year Ended June 30, 2013

## Finding 2013-004 ACCOUNTING FOR TRANSFERS BETWEEN FUNDS

#### <u>Criteria</u>

GAAP define an interfund transfer as a flow of cash or other assets from one fund to another when there is no reciprocating flow of any item of value back to the fund originating the transfer and no liability is created for the receiving fund to repay the originating fund. In essence, a transfer constitutes a gift or subsidy from one fund to another. When such a transfer is recorded, the incoming transfer recorded in the receiving fund must be identical in amount to the outgoing transfer recorded in the paying fund.

Transactions that involve an exchange between funds where each fund is contributing assets or services to the other fund are accounted for as reimbursements or simply as interfund charges, depending on the fund types involved in the transaction.

#### Condition

During our audit, we noted that the total amount recorded as incoming transfers from all funds did not equal the total amount recorded as outgoing transfers for all funds on the final trial balance provided by the County and also on the worksheet provided in connection with the audit. Some transactions are recorded as transfers by one fund but recorded as revenue or expenditures by the other fund. We also noted that charges by the internal service funds to other funds were recorded as transfers in rather than charges for services as required by GAAP.

#### <u>Cause</u>

The County does not have written policies or guidelines which adequately define transfers or provide guidance on the proper recording of transactions between funds.

#### Effect of Condition

If true transfers of resources between funds are not simultaneously recorded as incoming transfers in receiving funds and outgoing transfers in paying funds, then by definition the transaction has been recorded incorrectly and revenues and expenditures in the affected funds will likely be misstated. Although such misstatements are likely to be identified before the financial statements are finalized, the process of evaluating and correcting the transactions after they have already been recorded can be time-consuming. In addition, if the transaction in question constitutes a reimbursement or charge for goods or services and not a true transfer, recognizing either a transfer in or a transfer out would result in a misstatement both of transfers and of the affected funds' revenues and expenditures.

#### **Recommendation**

We recommend that the Auditor-Controller's office adopt a policy that entries to the incoming transfer account may only be made if a corresponding entry is also made to an outgoing transfer account. Further, we recommend that an appropriate staff member balance the incoming and outgoing transfer accounts on a periodic basis so that any discrepancies can be quickly identified and corrected.

#### Management Response

Management agrees with the determination of the auditors. We are developing procedures and policies to address this issue. Management has implemented a plan to address this issue and expect full implementation of the project in the 2014-2015 fiscal year.

Summary Schedule of Prior Audit Findings For the Year Ended June 30, 2013

None Reported.

SUPPLEMENTARY SCHEDULES OF THE CALIFORNIA EMERGENCY MANGAGEMENT AGENCY AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS PROGRAMS GRANTS EXPENDITURES THIS PAGE INTENTIONALLY LEFT BLANK

#### Schedule of the California Emergency Management Agency and the Board of State and Community Corrections Grants Expenditures For the Year Ended June 30, 2013

## California Emergency Management Agency Grants

The following represents expenditures for California Emergency Management Agency (Cal EMA) programs for the year ended June 30, 2013. The amount reported in the Schedule of Expenditures of Federal Awards is determined by calculating the federal portion of the current year expenditures.

									Share of Expenditures				
	Expenditures Claimed						Current Year						
	Fo	r the Period	Fo	or the Year	С	umulative							
		Through		Ended		As of		Federal	State		Co	unty	
Program	Jur	ne 30, 2012	Jur	ne 30, 2013	Jur	ne 30, 2013		Share		Share	Sh	are	
AT12090580 - Child Abus	e Trea	atment and A	dvoca	acv									
Personal services	\$	133,712	\$	143,728	\$	277,440	\$	143,728	\$		\$		
Operating expenses		2,836	·	2,226	·	5,062		2,226	•				
Equipment				2,235		2,235		2,235					
Totals	\$	136,548	\$	148,189	\$	284,737	\$	148,189	\$		\$		
VW12260580 - Victim Wit	ness /	Assistance Pr	ogra	m									
Personal services	\$	61,322	\$	127,236	\$	188,558	\$	53,779	\$	73,457	\$		
Operating expenses				1,285		1,285				1,285			
Totals	\$	61,322	\$	128,521	\$	189,843	\$	53,779	\$	74,742	\$		
UV12030580 - Unserved/	Under	served Victim	n Adv	ocacy and O	utrea	ch							
Personal services	\$	89,877	\$	121,879	\$	211,756	\$	121,879	\$		\$		
Operating expenses		2,043		2,903		4,946		2,903					
Totals	\$	91,920	\$	124,782	\$	216,702	\$	124,782	\$		\$		

## Schedule of the California Emergency Management Agency and the Board of State and Community Corrections Grants Expenditures For the Year Ended June 30, 2013

## California Emergency Management Agency Grants (continued)

\$

Totals

	Expenditures Claimed						Share of Expenditures Current Year					
	For	the Period	Fo	or the Year	Cı	Imulative						
	-	Through		Ended		As of	I	Federal	State Share		Cou	unty
Program	Jun	e 30, 2012	Jun	ne 30, 2013	Jun	e 30, 2013		Share			Share	
BSCC 617-12 - Edward E Yuba Cou Personal services	-	Memorial Just ug Impact Pr 26,194			ant Pi \$	ogram - 50,205	\$	24,011	\$		\$	
Operating expenses		84,995		49,036		134,031		49,036				
Totals	\$	111,189	\$	73,047	\$	184,236	\$	73,047	\$		\$	
ZP09010580 - Recovery to Units o		Edward Byrne al Governmer					•	, 0				
Personal services	\$	65,312	\$	14,241		79,553	\$	14,241	\$		\$	
Operating expenses		1,594		6,736		8,330		6,736				

20,977

\$

87,883

\$

20,977

\$

\$

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\$

66,906

#### Schedule of the California Emergency Management Agency and the Board of State and Community Corrections Grants Expenditures For the Year Ended June 30, 2013

## **Board of State and Community Corrections Grants**

The following represents expenditures for the Board of State and Community Corrections grants for the year ended June 30, 2013. The amount reported in the Schedule of Expenditures of Federal Awards is determined by calculating the federal portion of the current year expenditures.

						Share of Expenditures Current Year							
	Expenditures Claimed							Curren	t Year				
	-	r the Period	For the Year		Cumulative				-		-		
_		Through	_	Ended		As of		Federal		State		County	
Program	Jui	ne 30, 2012	Jur	ne 30, 2013	Jur	e 30, 2013	Share		Share		Share		
178-05 - Juvenile Justice C	Crime	Prevention A	\ct										
Personal services	\$	101,896	\$	87,356		189,252	\$	87,356	\$		\$		
Operating expenses		5,809		2,239		8,048		2,239					
Totals	\$	107,705	\$	89,595	\$	197,300	\$	89,595	\$		\$		
FY 12 EMPG - 97.042													
Personal services	\$	104,411	\$	111,055		215,466	\$	111,055	\$		\$		
Operating expenses		32,996	-	20,044		53,040	-	20,044					
Equipment				8,580		8,580		8,580					
Totals	\$	137,407	\$	139,679	\$	277,086	\$	139,679	\$		\$		
FY 10 SHSG - 97.073													
Personal services	\$	16,999	\$			16,999	\$		\$		\$		
Operating expenses				2,805		2,805		2,805					
Equipment		222,216		56,054		278,270		56,054					
Totals	\$	239,215	\$	58,859	\$	298,074	\$	58,859	\$		\$		
FY 11 SHSG - 97.073													
Personal services	\$	13,531	\$	6,002		19,533	\$	6,002	\$		\$		
Operating expenses		3,973		4,775		8,748		4,775					
Equipment				52,618		52,618	_	52,618					
Totals	\$	17,504	\$	63,395	\$	80,899	\$	63,395	\$		\$		

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SUPPLEMENTARY SCHEDULES OF THE DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT GRANT REVENUES AND EXPENDITURES THIS PAGE INTENTIONALLY LEFT BLANK

# Supplemental Statement of Revenue and Expenditures CSD Contract No. <u>13F-3053</u> (CSBG - \$246,394) For The Period January 1, 2013 through December 31, 2013

	January 1, 2013 through June 30, 2013		July 1, 2012 through December 31, 2012		Totals		
Revenue							
Grant revenue Interest income	\$	164,249 626	\$		\$	164,249 626	
Total Revenue	\$	164,875	\$		\$	164,875	
Expenditures							
Administrative Costs:							
Salaries and wages	\$	12,540	\$		\$	12,540	
Fringe benefits		3,483				3,483	
Travel		225				225	
Membership		871				871	
Communication		54				54	
Equipment Lease/purchase		198				198	
A-87 Charges		4,000				4,000	
Office supplies		896				896	
Subtotal Administrative Costs		22,267				22,267	
Program Costs:							
Sub-contractors		66,138				66,138	
Subtotal Program Costs		66,138				66,138	
Total Expenditures	\$	88,405	\$		\$	88,405	

# Supplemental Statement of Revenue and Expenditures CSD Contract No. <u>12F-4458</u> (CSBG - \$248,875) For The Period January 1, 2012 through December 31, 2012

	1	ıary 1, 2013 through e 30, 2013	ly 1, 2012 through nber 31, 2012	Totals		
Revenue						
Grant revenue	\$	57,674	\$ 83,016	\$	140,690	
Interest income		412	 		412	
Total Revenue	\$	58,086	\$ 83,016	\$	141,102	
Expenditures						
Administrative Costs:						
Salaries and wages	\$	556	\$ 3,302	\$	3,858	
Fringe benefits		128	933		1,061	
Communication			140		140	
Insurance			2,787		2,787	
A-87 Charges			3,000		3,000	
Office supplies			 925		925	
Subtotal Administrative Costs		684	 11,087		11,771	
Program Costs:						
Sub-contractors		64,952	113,906		178,858	
Subtotal Program Costs		64,952	 113,906		178,858	
Total Expenditures	\$	65,636	\$ 124,993	\$	190,629	

# Supplemental Statement of Revenue and Expenditures CSD Contract No. <u>13F-3048</u> (CSBG - \$247,015) For The Period January 1, 2013 through December 31, 2013

	January 1, 2013 through June 30, 2013		July 1, 2012 through December 31, 2012		Totals		
Revenue				;			
Grant revenue	\$	92,203	\$		\$	92,203	
Total Revenue	\$	92,203	\$		\$	92,203	
Expenditures							
Administrative Costs:							
Salaries and wages	\$	6,449	\$		\$	6,449	
Fringe benefits		1,662				1,662	
Travel		200				200	
Communication		139				139	
Equipment Lease/purchase		198				198	
A-87 Charges		3,000				3,000	
Other costs		923			_	923	
Subtotal Administrative Costs		12,571				12,571	
Program Costs:							
Sub-Contractors		95,594				95,594	
Subtotal Program Costs		95,594				95,594	
Total Expenditures	\$	108,165	\$		\$	108,165	

# Supplemental Statement of Revenue and Expenditures CSD Contract No. <u>12F-4453</u> (CSBG - \$248,944) For The Period January 1, 2012 through December 31, 2012

	January 1, 2013 through		July 1, 2012 through			
	June 30, 2013		Decen	December 31, 2012		Totals
Revenue						
Grant revenue	\$	39,160	\$	88,705	\$	127,865
Interest income				433		433
Total Revenue	\$	39,160	\$	89,138	\$	128,298
Expenditures						
Administrative Costs:						
Salaries and wages	\$	1,716	\$	18,599	\$	20,315
Fringe benefits		508		5,636		6,144
Travel				22		22
Membership				495		495
Communication				59		59
A-87 Charges				4,000		4,000
Office supplies		93		785		878
Subtotal Administrative Costs		2,317		29,596		31,913
Program Costs:						
Subcontractor Reimbursement		76,960		69,547		146,507
Subtotal Program Costs		76,960		69,547		146,507
Total Expenditures	\$	79,277	\$	99,143	\$	178,420

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COUNTY OF YUBA AUDIT REPORT JUNE 30, 2013



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#### COUNTY OF YUBA AUDIT REPORT JUNE 30, 2013

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## COUNTY OF YUBA AUDIT REPORT JUNE 30, 2013

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#### INDEPENDENT AUDITOR'S REPORT

To the Honorable Board of Supervisors County of Yuba Marysville, California

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Yuba, California, (the County), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Yuba County Water Agency and the Yuba First Five Commission, which represents 100% of the assets, net position and revenues of the aggregate discretely presented component units. These financial statements were audited by other auditors, whose reports thereon have been furnished to us, and our opinion insofar as they relate to the amounts included in the aggregate discretely presented component units, is based solely on the report by other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of June 30, 2013, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

1
#### **Other Matters**

#### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining and individual fund statements and schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The combining and individual fund statements and schedules is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

#### Implementation of New Accounting Standards

As disclosed in Note 1 to the financial statements, the County implemented Governmental Accounting Standards Board (GASB) Statements No. 62 and 63 and implemented GASB Statement No. 65 in advance during the fiscal year 2013. Among these new GASB Statements, GASB Statement No, 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*; and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities* have significant impact over the County's financial statements.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2014 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering County's internal control over financial reporting and compliance.

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Roseville, California March 26, 2014

# MANAGEMENT'S DISCUSSION AND ANALYSIS

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#### Management's Discussion and Analysis June 30, 2013

This *Management Discussion and Analysis* of the County of Yuba's (County) basic financial statements presents a discussion and analysis of the County's financial performance during the fiscal year ended June 30, 2013. Please read it in conjunction with the County's basic financial statements following this section.

#### FINANCIAL HIGHLIGHTS

- The assets of the County exceeded its liabilities at the close of the most recent fiscal year by \$206.1 million. Of this amount, \$50.01 million is restricted for capital projects, debt service, and other public uses (restricted net position), and \$196.7 million is invested in capital assets, net of related debt. Unrestricted net position is deficit by \$40.6 million due to a combination of the cost of levee improvements totaling \$76.9 million, a state-owned asset, is expensed as project costs rather than as a capital asset and offset by a approximately \$34.0 million in general fund resources committed to functions such as public protection, public works and education endeavors.
- As of June 30, 2013, the County's governmental funds reported combined fund balances of \$92.6 million. Of this amount, approximately \$8.4 million dollars are designated as assigned and unassigned in accordance with GASB 54 pronouncements.
- At the end of the fiscal year, unrestricted fund balance for the General Fund was \$14.02 million, a decrease of \$1.3 million from the prior year.

#### OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements are comprised of three components: 1) Government-wide financial statements, 2) Fund financial statements and 3) Notes to the basic financial statements.

**Government-wide Financial Statements** are designed to provide readers with a broad overview of County finances, in a manner similar to private-sector business.

The <u>statement of net position</u> presents information on all County assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net assets may serve as a useful indicator in determining if the financial position of the County is improving or deteriorating.

The <u>statement of activities</u> presents information showing how net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g. earned but uncollected revenues and earned but unused vacation leave). Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover their costs through user fees and changes (*business-type activities*). The governmental activities of the County include general government, public protection, public ways and facilities, health and sanitation, public assistance, education, recreation and cultural services. The business-type activities of the County include the County Airport.

#### Management's Discussion and Analysis June 30, 2013

**Fund Financial Statements** are a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate finance-related legal compliance. All of the funds of the County can be divided into three categories: <u>governmental funds, proprietary funds</u> <u>and fiduciary funds</u>.

**Governmental Funds** are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current *in-flows and outflows of spendable resources* as well as the *balances of available resources* at the end of the fiscal year. Such information may be useful in evaluating the County's short-term financial position and the financial resources available in the near future to support the County's programs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *government activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

In addition to the *General Fund*, the County maintains individual governmental funds organized according to their type (special revenue, debt service, and capital projects). Major funds are presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances. Major governmental funds include the *General Fund*, *Public Works Fund*, *Social Services Fund*, *Public Safety Fund*, and the debt service fund of the Yuba County Financing Authority, a blended component unit. All other governmental fund types are presented in aggregate as Other Governmental Funds.

**Proprietary funds** are comprised of *enterprise funds* and *internal service funds*. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for the County Airport. *Internal Service Funds* are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses internal service funds for its self-insurance (Risk Management Authority), which includes general liability, workers' compensation, employee health benefits, and for its fleet operations and maintenance (Fleet Management). Because these services predominantly benefit government rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

*Proprietary fund* financial statements provide similar information as the government-wide financial statements, only in more detail. These statements present the County's *enterprise fund (business – type activities)* and *internal service funds (governmental activities)*. The *proprietary fund statements* present the County's *enterprise fund* (County Airport) separately, along with the aggregate of the *internal service fund activity*. Additional *internal service fund* financial statements have been provided for Fleet Management and the Risk Management Authority, which provide the detail of each of these funds.

*Fiduciary funds* are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of these funds are not available to support the County's programs. The County's fiduciary funds are comprised of agency funds and the investment trust fund.

#### Management's Discussion and Analysis June 30, 2013

**Notes to the Basic Financial Statements** provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Required Supplementary Information** regarding the County's budgetary process has been provided along with budgetary comparison schedules for the County's general fund and for each of the major governmental special revenue funds. This budgetary information is in addition to and follows the supplementary schedule concerning the County's progress in funding its obligation to provide pension and other post-employment benefits to its employees.

# County of Yuba's Net Assets (in thousands)

			Busines	ss-Type			
	Governmen	tal Activities	Activ	vities	Total		
	2013	2012	2013	2012	2013	2012	
Assets:							
Current and other assets	\$ 111,441	\$ 111,384	\$ 205	\$ 176	\$ 111,646	\$ 111,560	
Capital assets	201,958	196,917	2,836	2,841	204,794	199,758	
Total assets	313,399	308,301	3,041	3,017	316,440	311,318	
Liabilities:							
Current and other liabilities	14,686	18,012	65	58	14,751	18,070	
Long-term liabilities	95,539	100,016	60	170	95,599	100,186	
Total liabilities	110,225	118,028	125	228	110,350	118,256	
Net Position:							
Net investment in							
capital assets	193,824	188,599	2,836	2,841	196,660	191,440	
Restricted net position	50,012	41,032	·		50,012	41,032	
Unrestricted net position	(40,662)	(39,358)	80	(52)	(40,582)	(39,410)	
Total net position	\$ 203,174	\$ 190,273	\$ 2,916	\$ 2,789	\$ 206,090	\$ 193,062	

## ANALYSIS OF NET POSITION

As noted earlier, net position may serve other time as a useful indicator of government's financial position. In the case of the County of Yuba, assets exceeded liabilities by \$206.1 million at the close of the fiscal year ending June 30, 2013. The County continues work in conjunction with Three Rivers Levee Improvement Authority (TRLIA), a joint venture formed by the County and Reclamation District No. 784, to improve the levee system protecting the citizens of the county and their property. Major work has been completed on levees in the southern portion of the county brining increased flood protection to most of the citizens in that area. Since the creation of TRLIA in 2004 levee improvement projects totaling \$326.7 million have been completed, including \$7.1 million in levee improvement and maintenance costs for the fiscal year ending June 30, 2013. See Note 14 to the basic financial statements for additional information on the joint venture and the levee improvement projects.

Restricted Net Position, the use of which is restricted by entities external to the County (i.e. external creditors, other governmental agencies, or by law through constitutional powers or enabling legislation) comprise \$50.01 million for the current fiscal year, an increase of \$8.9 million, or 22.0% from the prior year total of \$41.0 million.

#### Management's Discussion and Analysis June 30, 2013

The following table indicates the changes in net position for governmental and business-type activities:

# County of Yuba's Changes in Net Assets (in thousands)

	G	overnment	al A	Activities	Вι	usiness-T	ype A	Activities	Тс	otal	
Revenues:		2013		2012		2013		2012	2013		2012
Program Revenues:											
Charges for services	\$	22,234	\$	16,282	\$	389	\$	297	\$ 22,623	\$	16,579
Operating grants and contributions		73,631		65,505		10		67	73,641		65,572
Capital grants and contributions		5,842		9,638					5,842		9,638
General Revenues:											
Property taxes		11,255		11,821					11,255		11,821
Property taxes in lieu of sales taxes	5	7,073		7,229					7,073		7,229
Sales and use taxes		3,016		2,751					3,016		2,751
Other		1,708		1,670					1,708		1,670
Unrestricted interest and investment											
earnings		1,268		2,113		1		1	1,269		2,114
Miscellaneous		1,302		1,055		22			1,324		1,055
Total revenues		127,329		118,064		422		365	 127,751		118,429
Expenses:											
General government		8,295		8,567					8,295		8,567
Public safety		41,538		40,701					41,538		40,701
Public ways and facilities		14,440		19,463					14,440		19,463
Health and sanitation		6,379		6,575					6,379		6,575
Public assistance		49,911		48,407					49,911		48,407
Education		502		679					502		679
Interest on long-term debt		4,533		4,491					4,533		4,491
Airport						580		520	580		520
Total expenses		125,598		128,883		580		520	 126,178		129,403
Change in net assets before											
transfers and extraordinary items		1,731		(10,819)		(158)		(155)	1,573		(10,974)
Transfers				(63)				63			
Extraordinary item				811							811
Change in net assets		1,731		(10,071)		(158)		(92)	1,573		(10,163)
-											
Net position at beginning year		190,273		153,675		2,789		3,300	193,062		156,975
Prior period adjustment		11,170		46,669		285		(419)	11,455		46,250
Net position at end of year	\$ 2	203,174	\$	190,273	\$	2,916	\$	2,789	\$ 206,090	\$	193,062
-											

Overall, activities in the current year increased the County's net position by \$1.7 million. The County saw an overall increase of \$9.0 million in revenues or 9.1% from \$118.4 million in 2012 to \$127.5 million in 2013. The increase in revenue was accompanied by a reduction \$2.6 million in expenditures, from \$129.4 million to \$126.1 million, or 2.5%.

#### Management's Discussion and Analysis June 30, 2013

#### FINANCIAL ANALYSIS OF THE COUNTY'S FUNDS

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

**Governmental funds**: Governmental activities are generally accounted for under the General Fund, special revenue, debt service and capital project funds. Included in these funds are the special districts governed by the Board of Supervisors. The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances as spendable resources. Such information is useful in assessing the County's short-term financing requirements, in particular, unreserved fund balance may serve as a useful measure of the government's net resources available for spending at the end of the fiscal year.

As of June 30, 2013, the County's governmental funds reported a combined ending fund balance of \$92.6 million, compared to \$88.8 million of the previous year, an increase of 3.5%. Of the \$92.6 million in fund balance, \$50.2 million is classified as restricted and non-spendable under GASB 54.

The General Fund is the chief operating fund of the County. As of June 30, 2013, the General Fund had an overall unrestricted fund balance of \$14.02 million. Of the \$14.02 million, \$8.0 million is committed to activities related to Public Protection, Education, Capital Projects, and other governmental functions. The County has also assigned \$4.2 million of the overall unrestricted fund balance for General Contingencies and Capital Projects.

In addition to the General Fund, the County maintains five major governmental funds: the Public Works fund, Social Services fund, the Public Safety fund, the Yuba Levee Financing Authority Debt Service and Grants fund.

The Public Works fund is used for the planning, design, construction, maintenance and administration of the County's roads and infrastructure. The Public Works fund recorded \$13.2 million in revenues for 2013 compared to \$9.0 million in revenues in 2012. Expenditures decreased to \$13.9 million in 2013 from \$14.8 million in 2012.

The Social Services fund is used for providing services and assistance to County individuals and families, including foster care, medical services, general assistance for indigent adults and time-limited benefit payment programs to help needy families. The Social Services fund reported \$45.0 million in revenues for 2013 compared to \$37.2 million in revenues for 2012. Expenditures for Social Service programs increase by \$.6 million from \$43.7 million in 2012 to \$44.3 million in 2013.

The Public Safety fund accounts for the operations of public safety departments that include sheriff, district attorney, jail and juvenile hall. In 2013, revenues were \$14.0 million compared to \$13.2 million in 2012. Expenditures in 2013 decreased by \$.5 million to \$26.9 million from \$27.4 million in 2012. The Board of Supervisors places a high priority on public safety and allocated \$13.4 million to Public Safety budgets in fiscal year ending June 30, 2013.

The Yuba Levee Financing Authority Debt Service fund is used to account for the bonds issued by the Yuba Levee Financing Authority. At June 30, 2013, the fund held unspent debt proceeds of \$14.9 million, a decrease of \$2.2 million from the prior year.

**Proprietary funds:** As described earlier, when certain activities are performed for which user fees or charges are designed to cover expenses, proprietary funds are used. The County accounts for both governmental activities (internal service funds) and business-type activities (enterprise funds) using these types of funds.

#### Management's Discussion and Analysis June 30, 2013

The County's enterprise fund consists of the County Airport. Net position for the Airport as of June 30, 2013 was \$2.9 million which was a decrease from a restated 2012 balance of \$3.0 million. For the fiscal year ended June 30, 2013 the Airport generated \$0.4 million in operating revenue to offset \$0.6 million in operating expenses

#### GENERAL FUND BUDGETARY HIGHLIGHTS

#### Budgetary Comparison Schedule - General Fund For the Year Ended June 30, 2013 (in thousands)

	Budgeted Amounts Original Final		Actual Amounts (On Budgetary Basis)		Variance with Final Budget		
Budgetary fund balances, Beginning	\$	1,857	\$ 1,857	\$	1,857	\$	
Resources (inflows) Total charges to appropriations		35,506 (39,592)	 37,209 (39,343)		35,439 (35,949)		(1,770) 3,394
Budgetary fund balances, Ending	\$	(2,229)	\$ (277)	\$	1,347	\$	1,624

Actual revenue for 2013 was lower than budgeted revenue by \$1.8 million or 4.8% due to an under realization of property tax, fines, and intergovernmental revenues. The county also had actual expenditures less than budgeted by \$3.4 million.

*Capital assets*: The County of Yuba's investment in capital assets for its governmental and businesstype activities as of June 30, 2013, amounted to \$204.8 million (net of accumulated depreciation) compared to \$203.3 million reported (restated) in 2012. This investment in capital assets includes land, buildings and improvements, machinery and equipment, roads, highways, and bridges. Additional information on the County's capital assets can be found in Note 5 of the Notes to the Basic Financial Statements.

**Debt Administration**: At the end of the current fiscal year, the County had total long-term obligations outstanding of \$93.0 million. The long-term obligations are as follows:

- \$ 6.0 million compensated absences
- \$ 0.9 million liability for self-insurance
- \$ 9.2 million capital lease
- \$ 76.9 million bonds payable

Additional information on the County's long-term debt obligations can be found in Note 6 of the Notes to the Basic Financial Statements.

#### REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the County's finances for those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Yuba County Auditor-Controller, 915 8<sup>th</sup> Street, Suite 105, Marysville, California 95901.

# BASIC FINANCIAL STATEMENTS Government-Wide Financial Statements

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## Statement of Net Position June 30, 2013

	I	Primary Government			Component Units		
	Governmental	Business-Type		First Five	Yuba County		
	Activities	Activities	Totals	Commission	Water Agency		
ASSETS							
Cash and investments	\$ 72,919,012	\$ 103,792	\$ 73,022,804	\$ 3,092,109	\$ 44,121,322		
Cash with fiscal agent	22,094,709		22,094,709				
Accounts receivable	2,619,349	6,171	2,625,520		337,290		
Interest receivable	172,747	167	172,914	6,999			
Taxes receivable	70,613		70,613		96,922		
Due from other governments	6,384,118		6,384,118	157,017	1,150,349		
Inventories	92,833		92,833				
Land held for resale	1,221,860		1,221,860				
Prepaid expenses	6,937		6,937	15,181	1,250,153		
Notes receivable	5,859,249	95,924	5,955,173		5,239,241		
Capital assets:							
Nondepreciable	27,241,675	508,359	27,750,034		44,718,470		
Depreciable, net	174,716,224	2,327,643	177,043,867		133,166,206		
Total Assets	313,399,326	3,042,056	316,441,382	3,271,306	230,079,953		
LIABILITIES							
Accounts payable and accrued liabilities	3,540,257	16,163	3,556,420	67,944	2,399,742		
Salaries and benefits payable	5,445,063	39,809	5,484,872	13,343	93,349		
Interest payable	1,452,759		1,452,759				
Deposits and other liabilities	22,631		22,631				
Unearned revenue	766,205		766,205		16,589,847		
Long-Term Liabilities:							
Due within one year	3,459,303	9,372	3,468,675		650,736		
Due in more than one year	89,566,380	60,333	89,626,713	4,874			
Other post employment benefits	5,972,407		5,972,407	23,944			
Total Liabilities	110,225,005	125,677	110,350,682	110,105	19,733,674		
NET POSITION							
Net investment in capital assets	193,823,972	2,836,002	196,659,974		177,884,676		
Restricted for:	195,025,972	2,030,002	190,039,974		177,004,070		
Capital projects	9,644,871		9,644,871				
Debt service	14,876,575		14,876,575				
Other	25,490,450		25,490,450				
Unrestricted		80,377	(40,581,170)	3,161,201	32,461,603		
Total Net Position	(40,661,547)						
	\$ 203,174,321	\$ 2,916,379	\$ 206,090,700	\$ 3,161,201	\$ 210,346,279		

# Statement of Activities For the Year Ended June 30, 2013

		Program Revenues			
		Fees, Fines and	Operating	Capital	
		Charges for	Grants and	Grants and	
Functions/Programs	Expenses	Services	Contributions	Contributions	
Primary Government:					
Governmental Activities:					
General government	\$ 8,293,789	\$ 3,710,209	\$ 716,342	\$	
Public protection	41,538,180	10,137,295	13,400,361		
Public ways and facilities	14,440,195	5,185,734	2,945,513	5,842,382	
Health and sanitation	6,378,783	2,232,990	6,551,942		
Public assistance	49,911,000	933,587	50,011,766		
Education	502,401	34,021	5,500		
Interest on long-term debt	4,533,128				
Total Governmental Activities	125,597,476	22,233,836	73,631,424	5,842,382	
Business-Type Activities:					
Airport	579,693	389,059	10,000		
Total Business-type Activities	579,693	389,059	10,000		
Total Primary Government	<u>\$126,177,169</u>	\$ 22,622,895	<u>\$ 73,641,424</u>	<u>\$ 5,842,382</u>	
Component Units:					
First Five Commission	\$ 653,225	\$	\$ 864,678	\$	
Yuba County Water Agency	19,300,015	26,562,063	850,995		
Total Component Units	<u>\$ 19,953,240</u>	\$ 26,562,063	<u>\$ 1,715,673</u>	<u>\$</u>	
	Sales and u Franchise ta	es es in lieu of sales ta se taxes axes	xes		
	Transient or	cupancy tax			

Other

Unrestricted interest and investment earnings Miscellaneous

Total General Revenues

Change in Net Position

Net Position - Beginning of Year, restated

Net Position - End of Year

		(Expense) Revenue hanges in Net Positio			
		Primary Governmen		Compo	onent Units
(	Governmental Activities	Business-Type Activities	Total	First Five Commission	Yuba County Water Agency
\$	(3,867,238) (18,000,524) (466,566) 2,406,149 1,034,353 (462,880) (4,533,128) (23,889,834)	\$          	<pre>\$ (3,867,238) (18,000,524) (466,566) 2,406,149 1,034,353 (462,880) (4,533,128) (23,889,834)</pre>		
		(180,634) (180,634) (180,634)	(180,634) (180,634) (24,070,468)		
				\$ 211,453  	\$ <u>8,113,043</u> 8,113,043
	11,255,206 7,072,948 3,015,673 1,123,193 261,684 322,754	   	11,255,206 7,072,948 3,015,673 1,123,193 261,684 322,754	    	382,596      
	1,267,988 1,301,650 25,621,096	840 22,248 23,088	1,268,828 1,323,898 25,644,184	33,015 150 33,165	584,168 662,901 1,629,665
	1,731,262	(157,546)	1,573,716	244,618	9,742,708
	201,443,059	3,073,925	204,516,984	2,916,583	200,603,571
\$	203,174,321	\$ 2,916,379	\$ 206,090,700	\$ 3,161,201	<u>\$ 210,346,279</u>

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# BASIC FINANCIAL STATEMENTS Fund Financial Statements

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#### Balance Sheet Governmental Funds June 30, 2013

400FT0	General	Public Works	Social Services
ASSETS Cash and investments	\$ 15,193,927	\$ 26,727,438	\$ 3,674,879
Cash with fiscal agents			
Accounts receivable	650,087	346,848	389,713
Taxes receivable	70,613		
Interest receivable	82,846	56,896	
Notes receivable	115,068		
Due from other agencies	952,599	1,097,122	1,541,754
Due from other funds	89,850	1,663,153	
Prepaids			
Inventory		92,833	
Property held for resale			<u></u>
Total Assets	\$ 17,154,990	\$ 29,984,290	\$ 5,606,346
LIABILITIES Accounts payable	\$ 461,906	\$ 1,356,086	\$ 105,459
Salaries and benefits payable	1,664,726	232,738	1,372,462
Due to other funds	1,004,720	800,000	321,686
Deposits and other liabilities			521,000
Unearned revenue			766,205
Total Liabilities	2,126,632	2,388,824	2,565,812
		2,000,021	2,000,012
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenues	132,526	40,100	1,005,360
	· · · · ·	· · · · ·	,
FUND BALANCES			
Nonspendable	115,068	92,833	
Restricted	879,830	1,468,307	2,035,174
Committed	8,047,434	25,994,226	
Assigned	4,236,307		
Unassigned	1,617,193		
Total Fund Balances	14,895,832	27,555,366	2,035,174
Total Liabilities, Deferred Inflows of Resources			
and Fund Balances	\$ 17,154,990	\$ 29,984,290	\$ 5,606,346
	<del>ψ, ιο .,οου</del>	÷ 20,001,200	÷ 0,000,010

Public Safety	Yuba Levee Financing Authority Debt Service Fund	Other Governmental	Total
¢ = 000 000	\$ 1,896,978	\$ 13,153,712	\$ 66,636,817
\$ 5,989,883	۶ 1,090,970 12,975,442	9,119,267	\$ 66,636,817 22,094,709
179,684	12,373,442	150,812	1,717,144
			70,613
1,416	4,155	17,552	162,865
		5,744,181	5,859,249
952,678		1,839,965	6,384,118
			1,753,003
		6,937	6,937
		-,-	92,833
		1,221,860	1,221,860
\$ 7,123,661	\$ 14,876,575	\$ 31,254,286	\$ 106,000,148
\$ 242,503	\$	\$ 1,057,336	\$ 3,223,290
1,664,926		510,211	5,445,063
		900,690	2,022,376
		22,631	22,631
			766,205
1,907,429		2,490,868	11,479,565
1,557		707,852	1,887,395
		6,937	214,838
3,020,819	14,876,575	27,731,191	50,011,896
			34,041,660
2,193,856		317,438	6,747,601
			1,617,193
5,214,675	14,876,575	28,055,566	92,633,188
<u>\$ 7,123,661</u>	<u>\$ 14,876,575</u>	<u>\$ 31,254,286</u>	<u>\$ 106,000,148</u>

# Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position - Governmental Activities For the Year Ended June 30, 2013

Fund Balance - total governmental funds (page 14)	\$ 92,633,188
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.	201,494,736
Unavailable revenues represent amounts not available to fund current expenditures and, therefore, are not reported in the governmental funds.	1,887,395
Interest payable on long-term debt does not require the use of current financial resources and, therefore, is not accrued as a liability in the governmental funds.	(1,452,759)
Long-term liabilities are not due and payable in the current period, and therefore are not reported in the governmental funds.	
Bonds payable Capital leases Compensated absences Other post employment benefits	(76,914,063) (9,205,791) (5,990,829) (5,972,407)
Internal service funds are used by the County to charge the cost of self-insurance risk management and management of fleet maintenance to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.	6,694,851
Net position of governmental activities (page 9)	\$ 203,174,321

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# Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds For the Year Ended June 30, 2013

	General	Public Works	Social Services
Revenues:	General	V01K5	Gervices
Taxes	\$ 22,578,365	\$ 409,359	\$
Licenses, permits, and fees	638,005	356,951	Ψ
Fines, forfeitures and penalties	485,927	40,000	
Use of money and property	447,799	354,836	
Intergovernmental	4,605,566	8,746,668	44,061,550
Charges for services	5,325,067	3,327,472	907,708
Other revenues	325,991	8,837	2,146
Total Revenues	34,406,720	13,244,123	44,971,404
Expenditures:	01,100,120	10,211,120	
Current:			
General government	9,265,352		
Public protection	10,643,502		
Public ways and facilities		13,868,229	
Health and sanitation	1,454,735		
Public assistance	574,751		44,321,454
Education	468,645		
Debt Service:			
Principal			
Interest			
Capital outlay			
Total Expenditures	22,406,985	13,868,229	44,321,454
Excess (Deficiency) of Revenues Over			
(Under) Expenditures	11,999,735	(624,106)	649,950
Other Financing Sources (Uses):			
Transfers in	542,488	87,884	149,460
Transfers out	(13,901,360)		143,400
Total Other Financing Sources (Uses)	(13,358,872)	87,884	149,460
Total Other T mancing Sources (Oses)	(13,330,072)	07,004	149,400
Net Changes in Fund Balances	(1,359,137)	(536,222)	799,410
Fund Balances, Beginning of Year, restated	16,254,969	28,091,588	1,235,764
Fund Balances, End of Year	\$ 14,895,832	\$ 27,555,366	\$ 2,035,174

Public Safety	Yuba Levee Financing Authority Debt Service Fund	Other Governmental	Total
\$	\$	\$ 62,621	\$ 23,050,345
63,875			1,058,831
48,193		3,822	577,942
637,100	(368,317)	154,607	1,226,025
6,440,029		13,738,839	77,592,652
6,854,982	1,659,709	2,521,963	20,596,901
5,458	507,781	446,471	1,296,684
14,049,637	1,799,173	16,928,323	125,399,380
		110 010	0.004.000
		119,310	9,384,662
26,879,589		3,490,770	41,013,861
		1,503,235	15,371,464
		4,860,780	6,315,515
		4,784,991	49,681,196
			468,645
		184,178	184,178
	4,047,583	420,500	4,468,083
		2,761	2,761
26,879,589	4,047,583	15,366,525	126,890,365
(12,829,952)	(2,248,410)	1,561,798	(1,490,985)
13,388,355		930,107	15,098,294
(35,000)		(913,584)	(14,849,944)
13,353,355		16,523	248,350
13,333,333		10,525	240,330
523,403	(2,248,410)	1,578,321	(1,242,635)
4,691,272	17,124,985	26,477,245	93,875,823
\$ 5,214,675	\$ 14,876,575	\$ 28,055,566	<u>\$ 92,633,188</u>

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Government-Wide Statement of Activities - Governmental Activities For the Year Ended June 30, 2013					
Net change to fund balance - total governmental funds (page 18)		\$	(1,242,635)		
Amounts reported for governmental activities in the statement of activities are different because:					
Revenue in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.			1,887,395		
Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.					
Expenditures for general capital assets and infrastructure	\$ 13,557,681				
The net effect of various transactions involving capital assets such as sales, retirements, trade-ins and donations	8,390				
Less: current year depreciation	(11,597,198)		1,968,873		
Long-term debt proceeds provide current resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities					
in the statement of net position. Principal repayments on capital leases			184,178		
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.					
Amortization expense	(67,117)				
Change in compensated absences	175,844				
Change in interest payable Change in OPEB liability	2,072 (1,066,407)		(955,608)		
Internal service funds are used by management to charge the costs of					
certain activities to individual funds. The net revenues (expense) of of the internal service funds is reported with governmental activities			(110.041)		
of the internal service funds is reported with governmental activities.			(110,941)		
Change in net position of governmental activities (page 10)		\$	1,731,262		

The accompanying notes are an integral part of these financial statements.

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## Statement of Net Position Proprietary Funds June 30, 2013

ASSETS	Activ <u>Enterpi</u> Non Ente	Business-Type Activities - Enterprise Fund Nonmajor Enterprise Fund County Airport		Governmental Activities Internal Service Funds	
Current Assets:	Count	y Alipon		Fullus	
Cash and investments	\$	103,792	\$	6 202 105	
Accounts receivable	Φ	6,171	φ	6,282,195 902,205	
		,			
Interest receivable		167		9,882	
Total Current Assets		110,130		7,194,282	
Noncurrent Assets:					
Long-term receivables		95,924			
Capital assets:		,			
Non-depreciable		508,359			
Depreciable, net	2	2,327,643		463,163	
Total Noncurrent Assets		,931,926		463,163	
Total Assets		3,042,056		7,657,445	
LIABILITIES Current Liabilities: Accounts payable Salaries and benefits payable Compensated absences, current portion Claims liability, current portion Total Current Liabilities		16,163 39,809 9,372  65,344		47,594   395,000 442,594	
Noncurrent Liabilities:					
Compensated absences		60,333			
Claims liability				520,000	
Total Noncurrent Liabilities		60,333		520,000	
Total Liabilities		125,677		962,594	
<u>NET POSITION</u> Net investment in capital assets Unrestricted Total Net Position		2,836,002 80,377 2,916,379	\$	463,163 6,231,688 6,694,851	
	<u>¥ 2</u>	,	¥	3,001,001	

# Statement of Revenues, Expenses and Changes in Net Position Proprietary Funds For the Year Ended June 30, 2013

	Business-Type Activities - Enterprise Fund	Governmental Activities	
	Nonmajor Enterprise Fund County Airport	Internal Service Funds	
Operating Revenues: User fees and charges Rents and concession Other revenue	\$ 389,059 133	\$ 14,178,171  17,220	
Total Operating Revenues	389,192	14,195,391	
Operating Expenses: Salaries and benefits Services and supplies Depreciation Total Operating Expenses	186,181 154,948 221,542 562,671	 13,855,822 244,123 14,099,945	
Operating Income (Loss)	(173,479)	95,446	
Non-Operating Revenue (Expenses): Intergovernmental revenue Gain on disposition of capital assets Interest revenue Other expense Total Non-Operating Revenue (Expenses)	10,000 22,115 840 (17,022) 15,933	  41,963  41,963	
Income (Loss) Before Transfers	(157,546)	137,409	
Transfers out		(248,350)	
Change in Net Position	(157,546)	(110,941)	
Net Position - Beginning of Year, Restated	3,073,925	6,805,792	
Net Position - End of Year	<u>\$    2,916,379  </u>	<u>\$ 6,694,851</u>	

# Statement of Cash Flows Proprietary Funds For the Year Ended June 30, 2013

	Business-Type Activities - Enterprise Fund	Governmental Activities	
	Nonmajor Enterprise Fund County Airport	Internal Service Funds	
CASH FLOWS FROM OPERATING ACTIVITIES:	•	•	
Cash receipts from customers and users	\$ 389,192 (274,526)	\$ 14,179,524	
Cash paid to suppliers for goods and services Cash paid to employees for salaries and benefits	(274,526) (186,266)	 (13,816,867)	
Cash paid to employees for salaries and benefits	(100,200)	(13,010,007)	
Net Cash Provided (Used) by Operating Activities	(71,600)	362,657	
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:	17.000		
Loan payments received	17,022 10,000		
Intergovernmental revenues Transfers out	10,000	 (248,350)	
		(240,330)	
Net Cash Provided (Used) by Noncapital Financing Activities	27,022	(248,350)	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Capital grants received from other agencies	10,000		
Sale of capital assets	80,059		
Acquisition of capital assets		(21,441)	
Net Cash Provided (Used) by Capital and Related	00.050	(04 444)	
Financing Activities	90,059	(21,441)	
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest on investments	951	46,560	
Net Cash Provided (Used) by Investing Activities	951	46,560	
Net Increase (Decrease) in Cash and Cash Equivalents	46,432	139,426	
Cash and Cash Equivalents, Beginning of Year	57,360	6,142,769	
Cash and Cash Equivalents, End of Year	\$ 103,792	\$ 6,282,195	

# Statement of Cash Flows (continued) Proprietary Funds For the Year Ended June 30, 2013

	Business-Type Activities - <u>Enterprise Fund</u> Nonmajor Enterprise Fund County Airport			Governmental Activities Internal Service Funds	
Reconciliation of Operating Income (Loss)	0			T unus	
to Net Cash Provided (Used) by					
Operating Activities:					
Operating income (loss)	\$	(173,479)	\$	95,446	
Adjustments to reconcile operating income					
(loss) to net cash provided (used) by					
operating activities:					
Depreciation		221,542		244,123	
Changes in assets and liabilities:					
Accounts receivable				(15,867)	
Accounts payable		(31,318)		(42,045)	
Accrued salaries and benefits		26,954			
Compensated absences		(115,299)			
Claims liability				81,000	
Net Cash Provided (Used) by Operating Activities	<u>\$</u>	(71,600)	\$	362,657	

# Statement of Fiduciary Net Positon June 30, 2013

	Investment				
		Agency	Trust		vate Purpose
		Funds	Fund		Trust Fund
ASSETS					
Cash and investments	\$	9,371,609	\$ 152,352,520	\$	209,286
Interest receivable					240
Taxes receivable		6,999,647			
Due from other funds		539,124			
Total Assets		16,910,380	152,352,520		209,526
LIABILITIES					
Accrued interest					262,308
Due to other funds					269,751
Notes payable, due within one year					885,049
Agency obligations		16,910,380			
Total Liabilities		16,910,380			1,417,108
NET POSITION					
Net position held in trust for other purposes			152,352,520		(1,207,582)
Total Net Position	\$		<u>\$ 152,352,520</u>	\$	(1,207,582)

# Statement of Changes in Fiduciary Net Position For the Year Ended June 30, 2013

	Investment Trust Fund	Private Purpose Trust Fund		
Additions Property tax revenue	\$	\$ 125,466		
Interest and investment income	2,085,738	1,848		
Contributions from participants	2,964,686			
Total Additions	5,050,424	127,314		
Deductions Services and supplies Distributions to participants	 33,798,677	292,643		
Total Deductions	33,798,677	292,643		
Change in net position	(28,748,253)	(165,329)		
Net Position - Beginning of Year	181,100,773	(1,042,253)		
Net Position - End of Year	\$ 152,352,520	\$ (1,207,582)		

#### NOTES TO THE BASIC FINANCIAL STATEMENTS

The notes provided in the financial section of this report are considered an integral and essential part of adequate disclosure and fair presentation of this report. The notes include a summary of significant accounting policies for the County, and other necessary disclosure of pertinent matters relating to the financial position of the County. The notes express significant insight to the financial statements and are conjunctive to understanding the rationale for presentation of the financial statements and information contained in this document.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### A. The Reporting Entity

The County of Yuba (County), the primary government, is a political subdivision of the State of California. The County operates under an Administrator – Board of Supervisors form of government and provides the following services: public safety, highways and streets, sanitation, health and social services, public improvements, planning and zoning, and general administrative services.

The accounting methods and procedures adopted by the County conform to generally accepted accounting principles as applied to governmental entities. These financial statements present the government and its component units, entities for which the government is considered to be financially accountable under the criteria set by Governmental Accounting Standards Board (GASB) Statement No. 61.

Reporting for component units on the County's financial statements can be blended or discretely presented. Blended component units, although legally separate entities, are in substance, part of the government's operations. Blended component units are an extension of the County and so data from these units are combined with data of the primary government. Discretely presented component units, on the other hand, are reported in a separate column in the combined financial statements to emphasize they are legally separate from the County. Each component unit has a June 30<sup>th</sup> year-end.

#### **Blended Component Units**

The following entities are included in the County's reporting entity as blended component units because of their operational and financial relationship with the County and because the Yuba County Board of Supervisors also serves as their governing board.

Yuba Public Finance Corporation Yuba County Redevelopment Agency The Housing Authority of the County of Yuba In-Home Supportive Services Public Authority of the County of Yuba County Community Service Areas and Districts Linda Lighting District Gledhill Landscaping and Lighting District

The Yuba Levee Finance Authority is included in the County's reporting entity as a blended component unit because of its financial relationship with the County. The Authority was formed on July 22, 2008, as a joint exercise of powers authority between the County of Yuba and the Yuba County Water Agency, for the primary purpose of providing financial assistance to facilitate improvements to the levee system in the County.

The Housing Authority has issued separate component unit financial statements which are available at the Yuba County Auditor-Controller's Office.

#### Discretely Presented Component Units

The Yuba County Water Agency is a local government agency created in 1959 by the Yuba County Water Agency Act to control flood and storm waters and to conserve such waters for beneficial and useful purposes within the County. This agency is a legally separate and independent entity from the County of Yuba. The Board of Directors of the Water Agency consists of the five members of the Board of Supervisors of the County and two at-large members. The day to day operations of the agency are managed by an appointed General Manager, hired by the Water Agency's governing Board. The five

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### A. The Reporting Entity (continued)

#### **Discretely Presented Component Units (continued)**

members of the County's Board of Supervisors collectively form a majority of the Water Agency's seven member Board of Directors.

Since there is not a financial benefit or burden relationship between the County and the Water Agency and the County does not have operational responsibility for the Agency, the Water Agency is considered a discretely presented component unit of the County in accordance with GASB Statement No. 61. Complete financial statements of the Yuba County Water Agency can be obtained by contacting the Water Agency's Department of Financial Services at 1220 F Street, Marysville, CA 95901.

The First Five Children and Families Yuba Commission (CCFC) was established under the provisions of the California Children and Families Act (the Act). The CCFC is a public entity legally separate and apart from the County and its purpose is to develop, adopt, promote and implement early childhood development programs in the County of Yuba consistent with the goals and objectives of the Act.

The CCFC is administered by a governing board of seven members, which are appointed by the County Board of Supervisors. Three members are representatives of the County's health care departments, County's social services departments and Board of Supervisors. The County Board of Supervisors may remove any CCFC member at any time. Since the County Board of Supervisors can impose their will on the Commission, the Commission is considered a discretely presented component unit of the County. Separately issued financial statements may be obtained at the Commission's administration offices located at 1114 Yuba Street, Suite 121, Marysville, CA 95901.

#### B. Basis of Presentation

#### Government-Wide Financial Statements

The statement of net position and statement of activities display information about the primary government (the County) and its component units. These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the County and between the County and its discretely presented component unit. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

The statement of activities presents a comparison between direct expense and program revenues for each segment of the business-type activities of the County and for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented instead as general revenues.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### B. Basis of Presentation (continued)

#### Fund Financial Statements

The fund financial statements provide information about the County's funds, including fiduciary funds and blended component units. Separate statements for each fund category – *governmental, proprietary and fiduciary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are separately aggregated and reported as nonmajor funds.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. *Operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of each fund. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities. Operating expenses include costs of providing services and delivering goods. All other expenses not meeting this definition are reported as nonoperating expenses.

The County reports the following major governmental funds:

- The General Fund is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the County that are not accounted for through other funds. For the County, the General Fund includes such activities as general government, public protection, health and sanitation, public assistance and education services.
- The *Public Works Fund* is a special revenue fund used to account for funds allocated for the planning, design, construction, maintenance and administration of County transportation activities (Public Ways and Facilities).
- The Social Services Fund is used to account for reserves and expenditures to provide services and assistance to County individuals and families. Eligibility programs include foster care, County medical services, general assistance for indigent adults and time-limited benefit payment programs to help needy families.
- The *Public Safety Fund* is used to account for the operations of public safety departments that include sheriff, district attorney, jail and juvenile hall.
- The Yuba Levee Financing Authority Debt Service Fund is used to account for the accumulation of cash for the payment of principal and interest related to the bonds issued by the Yuba Levee Financing Authority.

The County reports the following additional fund types:

• Internal Service Funds account for the County's fleet maintenance services provided to other departments or other governments, the Sheriff's auto service and the County's self-insurance programs. Activities include the County's insurance programs, workers compensation, general liability, health, unemployment, general insurance and short-term disability.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### B. Basis of Presentation (continued)

#### Fund Financial Statements (continued)

- The *Investment Trust Fund* accounts for the external portion of the County's Investment Pool which commingles resources of legally separate local governments within the County in an investment portfolio for the benefit of all participants. These entities include school and community college districts, other special districts governed by local boards, regional boards and authorities. These funds represent the assets, primarily cash and investments, held by the County in trust for these participants.
- The Agency Funds account for assets held by the County as an agent for the state and various local governments. These funds typically do not involve a formal trust agreement and are used to account for situations where the role is purely custodial such as the receipt, temporary investment or remittance of fiduciary resources.
- The *Private Purpose Trust Fund* accounts for assets and liabilities of the Successor Agency to the Redevelopment Agency.

#### C. Basis of Accounting

The government-wide, proprietary, and investment trust fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available ("susceptible to accrual"). Property and sales taxes, interest, state and federal grants and charges for services are accrued when their receipt occurs within six months after the end of the accounting period so as to be measurable and available. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.
#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### D. Cash and Investments

The County follows the practice of pooling cash and investments of all funds with the County Treasurer except for restricted funds held by outside custodians and trustees. In accordance with authorized investment laws, the County Treasurer invests in higher quality securities including various variable rate securities, such as federal agency notes, negotiable certificates of deposit and highly rated corporate medium term notes.

The fair values of investments are obtained by using quotations obtained from independent published sources. Investments in external investment pools are reported at amortized cost which approximates fair value.

For purposes of the statement of cash flows, the proprietary funds consider all highly liquid investments (including restricted assets) with a maturity of three months or less and pooled cash to be cash equivalents.

#### E. Receivables

Receivables consist mostly of amounts due from other agencies. Management believes its receivables are fully collectible and, accordingly, no allowance for doubtful accounts is required.

#### F. Inventory

Inventory consists of expendable supplies held for consumption. Inventories are valued at cost on a firstin, first-out basis. The consumption method of accounting for inventory is used where cost is recorded as an expenditure at the time individual inventory items are used. Reported inventories are equally offset by a corresponding nonspendable portion of fund balance to indicate that they are not available spendable financial resources.

#### G. Property Held for Resale

Property held for resale represents land and residential homes purchased and held while rehabilitated under the Neighborhood Stabilization Program. Once rehabilitated, homes will be resold.

#### H. Capital Assets and Depreciation

Capital assets (including infrastructure) are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Contributed fixed assets are valued at their estimated fair market value on the date contributed. Capital assets include public domain, general fixed assets consisting of certain improvements including roads, bridges, water/sewer, lighting system, drainage system, and flood control. Capital equipment consists of purchased equipment with an initial, individual cost of more than \$500 and an estimated useful life in excess of one year. Capital assets used in operations are depreciated or amortized (assets under capital leases) using the straight-line method over the lesser of the capital lease period or their estimated useful lives in the government-wide statements and proprietary funds.

The estimated lives are as follows:

Infrastructure	20 – 60 years
Structures and improvements	15 – 60 years
Equipment	3 – 20 years

Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### I. Property Taxes

Property taxes, including tax rates, are regulated by the State and are locally administered by the County. The County is responsible for assessing, collecting and distributing property taxes in accordance with state law. Liens on real property are established January 1 for the ensuing fiscal year. The property tax is levied as of July 1 on all taxable property located in the County. Secured property taxes are due in two equal installments on November 1 and February 1 and are delinquent after December 10 and April 10, respectively. Additionally, supplemental property taxes are levied on a pro rata basis when changes in assessed valuation occur due to sales transactions or the completion of construction.

The County and its political subdivisions operate under the provisions of Sections 4701-4717 of the California Revenue and Taxation Code. This provision is otherwise known as the "Teeter Plan." Under this method, the accounts of political subdivisions that adopted the Teeter Plan and levy taxes on the County tax roll are credited with 100% of their respective secured tax levy, regardless of the actual payments and delinquencies. This method then provides for Teetered delinquent penalties and redemptions to flow to the County's General Fund.

Pursuant to Section 4703 of the California Revenue and Taxation Code, all counties electing to operate under the "Teeter Plan," are required to maintain a Property Tax Losses Reserve Fund. The fund is used to cover losses that may occur in the amount of tax liens as a result of special sales of tax-defaulted property. Whenever in any year the amount of the Tax Losses Reserve Fund has reached an amount equivalent to 1% of the total of all taxes and assessments levied on the secured roll for that year, the excess may be credited to the County's General Fund.

#### J. Unavailable Revenue and Unearned Revenue

Governmental funds report unavailable revenue in connection with receivables not considered available to liquidate liabilities of the current period. Governmental and enterprise funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### K. Compensated Absences

Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable available financial resources is reported as a long-term liability in the government-wide financial statements. Vested or accumulated vacation leave of proprietary funds is recorded as an expense and liability of those funds as the benefits accrue to employees. In accordance with the provisions of Statement No. 16 of the Governmental Accounting Standards Board, Accounting for Compensated Absences, no liability is recorded for non-vesting accumulating rights to receive sick pay benefits.

#### L. Interfund Transactions

Interfund transactions are reflected as loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation and are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances".

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### L. Interfund Transactions (continued)

Advances to other funds, when reported in the General Fund financial statements, are offset by a corresponding nonspendable portion of fund balance to indicate that they are not available for appropriation and are not available financial resources. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

#### M. Net Position

The government-wide and business-type activities financial statements utilize a net position presentation. Net position represents the difference between assets and liabilities and are displayed in three components:

Net Investment in Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category.

*Restricted Net Position* – This category represents net position that are subject to constraints either (1) externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments or (2) imposed by law through constitutional provisions or enabling legislation.

*Unrestricted Net Position* – This category represents net position of the County, not restricted for any project or other purpose.

When both restricted and unrestricted net position is available, restricted resources are used first, then unrestricted resources as they are needed.

#### N. Fund Balance

In the fund financial statements, the following classifications describe the relative strength of the spending constraints placed on the purposes for which governmental fund resources can be used:

*Nonspendable fund balance* – This category represents amounts that cannot be spent because they are either not spendable in form or legally or contractually required to remain intact.

*Restricted fund balance* – This category represents amounts with constraints placed on their use by those external to the County, including creditors, grantors, contributors or laws and regulations of other governments. It also includes constraints imposed by law through constitutional provisions or enabling legislation.

*Committed fund balance* – This category represents amounts that can only be used for specific purposes determined by formal action of the County's highest level of decision-making authority (the Board of Supervisors) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.

Assigned fund balance – This category represents amounts that are constrained by the County's intent to be used for specific purposes. The intent can be established at either the highest level of decision making or by a body or an official designated for that purpose.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### N. Fund Balance (continued)

*Unassigned fund balance* – This category represents the residual classification that includes amounts not contained in the other classifications.

The County's board establishes, modifies or rescinds fund balance commitments and assignments by passage of a resolution. When restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, followed by the unrestricted resources that are committed, assigned and unassigned, in this order as they are needed.

#### Fund Balance Policy

The County has established the following goals and policies for fund balance:

- 1. The General Fund's Committed fund balances for economic uncertainties should be accumulated over time until 6% of the annual operating budget reserve level is achieved (appropriations less capital outlay, assigned and committed fund balances).
- 2. The General Fund's Committed fund balances for contingencies should be set at a level to provide for unanticipated increases to the County budget. An analysis to determine potential increases will be completed to determine appropriate level of funding.
- 3. Commitments for self-insurance funds shall be actuarially determined at least every other year. Balances should be maintained at the 80% confidence level or net estimated losses.
- 4. Loans or transfers to or from internal services and enterprise funds shall be limited to meeting onetime funding requirements in County operating funds, and shall require repayment with interest.

#### O. Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses during the reporting period. Actual results could differ from these estimates, and the differences may be material.

#### P. New Accounting Pronouncements – Current Year

GASB recently released several new accounting and financial reporting standards. The following new standards may have a significant impact on the County's financial reporting process.

**GASB Statement No. 62,** *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 189 FASB and AICPA Pronouncements*, is effective in financial statements for periods beginning after December 15, 2011. It establishes accounting and financial reporting standards for the financial statements of state and local governments.

**GASB Statement No. 63,** *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, is effective for periods beginning after December 15, 2011. It provides guidance for reporting deferred outflows of resources, deferred inflows of resources, and net position in a statement of financial position and related disclosures.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### P. New Accounting Pronouncements – Current Year (continued)

**GASB Statement No. 65**, *Items Previously Reported as Assets and Liabilities*, is effective for periods beginning after December 15, 2012. It improves financial reporting for state and local governments by reclassifying, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

#### Q. New Accounting Pronouncements – Future Years

**GASB Statement No. 66,** *Technical Corrections – 2012*, effective for periods beginning after December 15, 2012. It improves financial reporting for state and local governments by resolving conflicting guidance that resulted from issuance of GASB Statements Nos. 54 and 62.

**GASB Statement No. 68,** Accounting and Financial Reporting for Pensions, is effective for periods beginning after June 15, 2014. The principal objective of this statement is to improve the usefulness of information for decisions made by the various users of the general purpose external financial reports of governments whose employees – both active employees and inactive employees – are provided with pensions. An additional objective is to improve the information provided in government financial reports about pension-related financial support provided by certain non-employer entities that make contributions to pension plans that are used to provide benefits to the employees of other entities.

#### NOTE 2: RESTATEMENT OF FUND EQUITY/NET POSITION FUND RECLASSIFICATIONS

Adjustments resulting from errors or changes to comply with provisions of the accounting standards are treated as adjustments to prior periods. Accordingly, the County reports these changes as restatements of beginning fund equity or net position.

Implementation of New Accounting Standard – The County implemented GASB Statement No. 65, Items Previously Reported as Assets and Liabilities), which requires debt issuance costs to be recognized as an expense in the period incurred. Prior to GASB No. 65, the County was recognizing the debt issuance costs related to its bonds as an expense in a systematic manner over the duration of the related debt.

*Eliminate Deferred Revenue Offsetting Loans* – The County eliminated the deferred revenue balance that was offsetting loan receivable balances to report the offset to restricted fund balance.

*Capital Assets* – The County made various corrections to the beginning balance to include acquisitions incurred in a prior year and significant adjustments to values of land contributed to the County in prior years.

*Compensated Absences* – The County restated its compensated absences balance to properly account for accumulated sick leave which is capped at 25%.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 2: RESTATEMENT OF FUND EQUITY/NET POSITION FUND RECLASSIFICATIONS (CONTINUED)

The impact of the restatements on the fund balances/net position as previously reported is presented below:

	Government-Wide Statement of Activities Governmental Activities		Statement of Activities Governmental		Statement of Activities Governmental		overnmental Fund Statements Grants Fund	Business- Type Activities County Airport	 Component Unit First Five commission
Fund balance/net position, June 30, 2012, as previously reported	\$	190,272,653	\$ 1,159,477	\$ 2,789,611	\$ 2,923,561				
Implementation of New Accounting Standard Deferred issuance costs		(2,224,794)							
Restatements and corrections									
Eliminate deferred revenue offsetting loans		5,071,991	5,071,991						
Capital assets		3,294,298		216,370					
Compensated absences		5,028,911		67,944					
Various			 		 (6,968)				
Total restatemetns and corrections		11,170,406	 5,071,991	284,314	 (6,968)				
Fund balances/net position, July 1, 2012, as restated	\$	201,443,059	\$ 6,231,468	\$ 3,073,925	\$ 2,916,593				

# NOTE 3: CASH AND INVESTMENTS

The County sponsors an investment pool that is managed by the County Treasurer for the purpose of increasing interest earnings through investment activities. Cash and investments for most County activities are included in the pool. Interest earned on the investment pool is distributed quarterly to the participating funds using a formula based on the average daily cash balance of each fund.

The investment pool includes both voluntary and involuntary participation from external entities. The State of California statutes require certain special districts and other governmental entities to maintain their cash surplus with the County Treasurer.

The investment pool is accounted for on an amortized cost basis. The value of pool shares that may be withdrawn is determined on an amortized basis, which differs from fair value. The County has not provided or obtained any legally binding guarantees during the fiscal year to support the value of the pool shares.

Cash and investments held by fiscal agents outside of the County's investment pool are restricted as to its use. It consists of funds designated by debt agreements as reserve funds and for use in capital projects.

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 3: CASH AND INVESTMENTS (CONTINUED)

The County investment pool is not registered with the Securities and Exchange Commission as an investment company. Investments made by the Treasurer are regulated by the California Government Code and by the County's investment policy. The objectives of the policy are in order of priority: safety, liquidity, yield, and public trust.

At June 30, 2013, total County cash and investments were as follows:

Cash:	
Cash on hand	\$ 30,746
Deposits	4,826,516
Outstanding warrants	(9,955,642)
Total cash overdrafts	(5,098,380)
Investments: Investment pool Held with fiscal agents	287,268,030 22,094,709
Total investments	309,362,739
	000,002,700
Total cash and investments	\$ 304,264,359

Total cash and investments at June 30, 2013 were presented on the County's financial statements as follows:

Primary government	\$ 95,117,513
Discretely presented component units	47,213,431
Investment trust fund	152,352,520
Agency fund	9,371,609
Private purpose trust fund	209,286
Total	\$ 304,264,359

#### Deposits – Custodial Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code requires that a financial institution secure the County's cash deposits by pledging securities in an undivided collateral pool held by a depository regulated under state law. The market value of pledged securities in the collateral pool must equal at least 110% of the County's cash deposits. California law also allows institutions to secure County deposits by pledging first trust deed mortgage notes having a value of 150% of the County's total cash deposits. At June 30, 2013, none of the County's deposits was exposed to custodial risk.

#### Investments

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The table below identifies the investment types that are authorized for the County by the California Government Code or the County's investment policy, where more restrictive. The table also identifies certain provisions of the County's investment policy that address interest rate risk, credit risk, and concentration risk. The County annually adopts a "Statement of Investment Policy." The policy is based on criteria established by government code and adds further restrictions as to the types of investments allowed, concentration limits and maximum terms.

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 3: CASH AND INVESTMENTS (CONTINUED)

#### Investments (continued)

The County held approximately \$13 million in the California Asset Management Pool (CAMP). The investment policy has a limit of 25% of the investment pool for this investment. However, the majority of the funds in CAMP is invested in accordance with bond agreements. The amount invested in CAMP not related to bond agreements is in compliance with the investment policy. As a result, the County is deemed to be in compliance with the investment policy in this instance.

The County was in compliance with its own more restrictive policy and, therefore, was also in compliance with the applicable government code sections.

		Maximum	Maximum
Authorized	Maximum	Percentage	Investment
Investment Type	Maturity	of Portfolio	in One Issuer
Federal Agency Obligations	5 Years	None	None
U.S. Treasury Bills	5 Years	None	None
State of California Obligations	5 Years	None	None
Local Agency Bonds and Obligations	5 Years	None	None
Banker's Acceptances	180 Days	40%	30%
Commercial Paper - Select Agencies	270 Days	40%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Non-negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20%	None
Medium-Term Corporate Notes	5 Years	30%	None
Money Market Mutual Funds	N/A	20%	10%
Local Agency Investment Fund (LAIF)	N/A	None	None
California Asset Management Program (CAMP)	N/A	None	None

At June 30, 2013, the County had the following investments:

	Interest Rates	Maturities	Par	Fair Value	Carrying Value	Weighted Average Maturity (Years)
Yuba County Investment Pool						
Federal Agency Obligations	0.500% - 7.500%	3/9/12 - 6/30/16	\$ 110,595,000	\$ 109,931,161	\$ 110,765,575	4.27
Medium Term Corporate Notes	0.857% - 5.125%	9/23/12 - 11/21/16	72,000,000	72,953,857	71,897,837	2.64
Treasury Securities - Coupon	0.625%	4/30/2018	25,000,000	24,593,394	24,766,916	4.83
Negotiable Certificates of Deposit	0.500% - 1.167%	7/6/12 - 1/18/13	20,000,000	20,021,960	20,082,254	1.70
Municipal Bonds	3.950% - 5.250%	4/04/14 - 11/01/15	5,945,000	5,951,783	6,321,826	1.65
California Local Agency Investment Fund	Variable	On Demand	40,590,265	40,619,187	40,590,265	0.00
California Asset Management Pool	Variable	On Demand	13,236,067	13,237,092	12,843,357	0.00
Total			\$ 287,366,332	\$ 287,308,434	\$ 287,268,030	2.87
Investment Outside Investment Pool Cash held with fiscal agent						
Money Market Mutual Funds	Variable	On Demand	\$ 3.101.339	\$ 3.101.339	\$ 3,101,339	0.00
Federal Agency Obligations	0.45% - 7.100%	8/20/12 - 2/11/15	14,480,000	14,951,808	14,951,808	1.81
California Asset Management Pool	Variable	On Demand	2,034,442	2,034,442	2,034,442	0.00
Medium Term Corporate Notes	1.26%	8/11/2015	2,000,000	2,007,120	2,007,120	2.11
Total	1.2070	0/11/2010	\$ 21,615,781	\$ 22,094,709	\$ 22,094,709	1.42
1000			φ <u>21,010,701</u>		φ <i>LL</i> ,004,700	1.12

At June 30, 2013 the difference between the carrying value and fair value of pooled cash and investments was not materially different (fair value was 99.67% of carrying value).

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 3: CASH AND INVESTMENTS (CONTINUED)

#### Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The County manages its exposure to declines in fair values by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities to provide the necessary cash flow and liquidity needed for operations. The County monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio.

#### Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. State law and the County's Investment Policy limit investments in commercial paper to the rating of A1 by Standards & Poor's or P-1 by Moody's Investors Service. State law and the County's Investments in corporate bonds to the rating of A by Standard & Poor's and Moody's Investors Service for a maturity of up to one year and a rating of AA for maturities beyond one year.

#### Concentration of Credit Risk

At June 30, 2013, in accordance with state law and the County's investment policy, the County did not have 10% or more of its net investment in any one mutual fund. Investments in any one issuer (other than U.S. Treasury securities, money market mutual funds, and external investment pools) that represent 5% or more of the total county investments are as follows:

Federal Home Loan Bank	Federal Agency	\$ 19,742,841
Federal National Mortgage		
Association (Fannie Mae)	Federal Agency	76,457,988
U.S. Treasury	Federal Agency	24,593,394
General Electric Capital Corporation	Medium Term Note	27,187,602
JP Morgan Chase	Medium Term Note	25,435,535

The following is a summary of the credit quality distribution and concentration of credit risk by investment type as a percentage of the County's investment pool's fair value at June 30, 2013.

	Moody's	Portfolio
Federal Agency Obligations	AAA	38.05%
Medium Term Corporate Notes	AA	7.08%
Medium Term Corporate Notes	A	18.40%
Negotiable Certificates of Deposit	AA	6.99%
Treasury Security - Coupon	AA	5.15%
Treasury Security - Coupon	Unrated	3.44%
Municipal Bonds	Unrated	2.08%
California Local Agency Investment Fund	Unrated	14.19%
Californai Asset Management Pool	AAA	3.66%
California Asset Management Pool	Unrated	0.96%
Total		100.00%

Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 3: CASH AND INVESTMENTS (CONTINUED)

#### Custodial Credit Risk

For investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or deposits that are in the possession of an outside party. At year end, the County's investment pool had no securities exposed to custodial credit risk.

#### Local Agency Investment Fund

The County's investment pool maintains an investment in the State of California Local Agency Investment Fund (LAIF). LAIF is part of the Pooled Money Investment Account (PMIA), an investment pool consisting of funds held by the state in addition to those deposited in LAIF. All PMIA funds are managed by the Investment Division of the State Treasurer's Office. This fund is not registered with the Securities and Exchange Commission as an investment company, but is required to invest according to California Government Code. Participants in the pool include voluntary and involuntary participants, such as special districts and school districts for which there are legal provisions regarding their investments. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute.

At June 30, 2013, the County's investment position in the State of California Local Agency Investment Fund (LAIF) was \$40.6 million, which approximates fair value and is the same as the value of the pool shares which is determined on an amortized cost basis. The total amount invested by all public agencies in PMIA on that day was \$59 billion. Of that amount, 1.96% was invested in structured notes and asset-backed securities with the remaining 98.04% invested in other non-derivative financial products.

#### County Investment Pool Condensed Financial Statements

The following represents a condensed statement of net position and changes in net position for the County's primary investment pool and bond investment pool as of June 30, 2013:

#### Statement of Net Position

Net position held for pool participants		280,593,903
Equity of internal pool participants Equity of external pool participants Total net position	\$ \$	81,967,753 198,626,150 280,593,903
Statement of Changes in Net Position		
Net position at July 1, 2012 Net changes in investments by pool participants	\$	317,611,032 (37,017,129)
Net position at June 30, 2013	\$	280,593,903

Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 4: INTERFUND TRANSACTIONS

#### Due to/from other funds:

Interfund receivables and payables represent borrowing between funds and regular service and supplies provided but not settled at year end. The composition of interfund balances as of June 30, 2013 is as follows:

Receivable Fund	Payable Fund		Amount
Agency	Social Services	\$	321,686
	Private Purpose Trust Fund		179,901
	Nonmajor Governmental Funds		37,537
			539,124
Public Works	Public Works		800,000
	Nonmajor Governmental Funds		863,153
			1,663,153
General Fund	Private Prupose Trust Fund		89,850
		\$	2,292,127

# Transfers:

Transfers represent subsidies of various County operations. The following schedule briefly summarizes the County's transfer activities:

Transfer From	Transfer To	Amount
General Fund	Public Safety Social Services Public Works Nonmajor Governmental Funds	\$ 13,022,661 96,210 79,184 703,305 13,901,360
Nonmajor Governmental Funds	General Fund Public Safety Nonmajor Governmental Funds	457,838 279,844 175,902 913,584
Public Safety Fund	Nonmajor Governmental Funds	<u> </u>
Internal Service Funds	General Fund Social Services Public Works Public Safety Nonmajor Governmental Funds	84,650 53,250 8,700 85,850 15,900 248,350 \$ 15,098,294

## Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 5: CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2013, was as follows:

	Restated Balance July 1, 2012	Additions	Deletions	Transfers & Adjustments	Balance June 30, 2013
Governmental Activities Capital assets, not being depreciated:	•	•			•
Land Construction in progress	\$ 12,668,417 19,663,013	\$ 132,817 6,066,707	\$	\$ (11,289,279)	\$ 12,801,234 14,440,441
Total capital assets, not being depreciated	32,331,430	6,199,524		(11,289,279)	27,241,675
Capital assets, being depreciated:					
Infrastructure	264,946,881	5,691,544		2,455,125	273,093,550
Structures and improvements	37,179,083	1,381,600		8,834,154	47,394,837
Equipment Total capital assets, being depreciated	18,373,951 320,499,915	<u>314,844</u> 7,387,988	(316,855) (316,855)		<u>18,371,940</u> 338,860,327
	020, 100,010	7,007,000	(010,000)		000,000,021
Less accumulated depreciation for:					
Infrastructure	(116,171,158)	(9,988,578)			(126,159,736)
Structures and improvements Equipment	(20,612,340) (15,836,139)	(912,558) (940,185)	 316,855		(21,524,898) (16,459,469)
Total accumulated depreciation	(152,619,637)	(11,841,321)	316,855		(164,144,103)
Total capital assets, being depreciated, net	167,880,278	(4,453,333)		11,289,279	174,716,224
Governmental activities capital assets, net	\$200,211,708	\$ 1,746,191	\$	\$	\$ 201,957,899
	Restated				
	Balance			Transfers &	Balance
	July 1, 2012	Additions	Deletions	Adjustments	June 30, 2013
Business-Type Activities					
Capital assets, not being depreciated: Land	\$ 508,359	\$	\$	\$	\$ 508,359
Total capital assets, not being depreciated	<u>\$     508,359</u> 508,359	<u> </u>	φ 	<u> </u>	<u>\$ 508,359</u> 508,359
Capital assets, being depreciated:					
Structures and improvements Equipment	5,851,525 279,613		 (6,102)		5,851,525 273,511
Total capital assets, being depreciated	6,131,138		(6,102)		6,125,036
	· · ·				, <u>, , , , , , , , , , , , , , , , </u>
Less accumulated depreciation for:	(0.074.570)	(000,000)			(0.504.400)
Structures and improvements Equipment	(3,374,572) (207,381)	(206,830) (14,712)	 6,102		(3,581,402) (215,991)
Total accumulated depreciation	(3,581,953)	(221,542)	6,102		(3,797,393)
Total capital assets, being depreciated, net	2,549,185	(221,542)			2,327,643
Business-type activities capital assets, net	\$ 3,057,544	\$ (221,542)	\$	\$	\$ 2,836,002

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 5: CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to governmental functions as follows:

General government	\$ 1,081,513
Public protection	132,751
Public ways and facilities	10,191,921
Health and sanitation	35,497
Public assistance	138,352
Education	17,164
Capital assets held by the government's internal service funds are	
charged to the various functions based on their usage of the assets	244,123
Total	\$ 11,841,321

Depreciation expense was charged to the business-type functions as follows:

Airport		\$ 221,542

# NOTE 6: LONG-TERM LIABILITIES

Long-term debt at June 30, 2013 consisted of the following:

Governmental Activities	Date of Issue	Date of Maturity	Interest Rates	Annual Principal Installments	Original Issue Amount	Outstanding at June 30, 2013
2008 Revenue Bonds (series A) levee improvements	2008	2038	4.73-4.90%	\$1,580,000-\$6,005,000	\$ 64,175,000	\$ 64,175,000
2008 Revenue Bonds (series B) levee improvements	2008	2024	6.10-6.375%	\$1,475,000-\$2,245,000	14,195,000	14,195,000
Total Governmental Activities					\$ 78,370,000	\$ 78,370,000

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 6: LONG-TERM LIABILITIES (CONTINUED)

The following is a summary of long-term liability transactions for the year ended June 30, 2013:

Governmental Activities	Balance July 1, 2012	Additions	Retirements	Adjustments	Balance June 30, 2013	Amounts Due Within One Year
Bonds payable	\$ 78,370,000	\$	\$	\$	\$ 78.370.000	\$
Less: unamortized discount	(1,523,054)	÷	67,117	÷	(1,455,937)	Ŧ
Capital leases	9,389,969		(184,178)		9,205,791	585,136
Compensated absences	11,195,584	4,773,078	(4,948,922)	(5,028,911)	5,990,829	2,479,167
Liability for self-insurance	834,000	421,000	(340,000)		915,000	395,000
Total Governmental Activities Long-term liabilities	\$ 98,266,499	\$ 5,194,078	\$ (5,405,983)	\$ (5,028,911)	\$ 93,025,683	\$ 3,459,303
Business-type Activities Compensated absences	\$ 185,004	\$ 18,715	\$ (66,070)	\$ (67,944)	\$ 69,705	<u>\$                                    </u>
Total Business-type Activities Long-term liabilities	\$ 185,004	<u>\$ 18,715</u>	\$ (66,070)	\$ (67,944)	\$ 69,705	\$ 9,372

As disclosed in Note 2, the compensated absences liability was adjusted to properly account for accumulated sick leave which is capped at 25 percent.

As of June 30, 2013, annual debt service requirements of governmental activities to maturity are as follows:

	Governmental Activities				
Year Ending		Bonds	Paya	able	
June 30:		Principal		Interest	
2014	\$		\$	4,047,583	
2015				4,047,583	
2016				4,047,583	
2017				4,047,583	
2018				4,047,583	
2019-2023		9,850,000		19,057,211	
2024-2028		16,085,000		15,010,281	
2029-2033		20,425,000		10,615,200	
2034-2038		26,005,000		4,878,875	
2039-2043		6,005,000		150,125	
	\$	78,370,000	\$	69,949,607	

Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 6: LONG-TERM LIABILITIES (CONTINUED)

Claims and judgments will be paid from the County's insurance funds. Compensated absences liabilities will be paid by several of the County's funds, including the general fund, special revenue funds and internal service funds.

# NOTE 7: LEASES

#### Capital Leases

The County entered into a capital lease agreement under which the related leasehold improvements will become the property of the County when all terms of the lease agreements are met.

The following is a summary of equipment leased under capital lease agreements by the County as of June 30, 2013:

	Stated Interest Rate	oi Pa	resent Value f Remaining yments as of ine 30, 2013
Governmental Activities: Solar panels	4.50%	\$	9,205,791

As of June 30, 2013, future minimum lease payments under capital leases was as follows:

Year Ending	Governmental	
June 30:	Activities	
2014	\$     992,887	
2015	902,018	
2016	925,936	
2017	951,028	
2018	977,342	
2019-2023	3,944,057	
2024-2027	3,810,747	
Total Future Minimum Lease Payments	12,503,415	
Less: Interest	(3,297,624)	
Present Value of Minimum Lease Payments	\$ 9,205,791	

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 7: LEASES (CONTINUED)

#### **Operating Leases**

The County has commitments under long-term operating lease agreements. During the fiscal year ended June 30, 2013, the County paid rents on these leases of \$2,406,602. Future minimum lease payments are as follows:

Year Ending June 30:	Governmental Activities
2014	\$ 2,746,904
2015	2,815,576
2016	2,885,966
2017	2,958,115
2018	3,032,068
2019-2023	16,335,983
2024-2028	18,482,666
2029-2033	20,911,440
2034-2038	23,659,375
2039-2042	21,147,127
Total Minimum Lease Payments	<u>\$ 114,975,220</u>

# NOTE 8: REVOLVING NOTES RECEIVABLE

At June 30, 2013, the County had \$5,744,181 of revolving notes receivable reported in the governmental funds. The balance is recorded in the County's grant fund and is deferred, as payment is generally not due for periods ranging from 5 to 30 years and principal and interest are revolved as new loans as collections are received.

The County's revolving loans reported in governmental funds were derived from the following grant programs:

Community Development Block Grant	\$ 4,555,672
HOME Investment Partnerships Program	956,367
CDBG Economic Development Initiative	232,142
	\$ 5,744,181

#### NOTE 9: PUBLIC EMPLOYEE RETIREMENT SYSTEM

#### Plan Description

The County contributes to the California Public Employees' Retirement System (PERS), an agent multiple-employer public employee defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. PERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute. Copies of PERS' annual financial reports may be obtained from their Executive Office located at 400 P Street, Sacramento, California 95814.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 9: **<u>PUBLIC EMPLOYEE RETIREMENT SYSTEM</u>** (CONTINUED)

#### Funding Policy

County employees are required by state statute to contribute 7% for miscellaneous employees and 9% for safety employees of their annual covered salary. The County is required to contribute remaining amounts necessary to fund the benefits for the actuarial members, using the actuarial basis recommended by CalPERS actuaries and actuarial consultants and adopted by CalPERS Board of Administration. For the fiscal year ended June 30, 2013, the employer contribution rate was 7% for the miscellaneous plan and 9% for the safety plan. The County makes the contributions required of County employees on their behalf and for their account.

#### Annual Pension Cost

For fiscal year 2012-2013, the County's annual pension cost of \$7,386,715 for PERS was equal to the County's required and actual contributions. The required contribution was determined as part of the June 30, 2010 actuarial. Assumptions included 7.50% investment rate of return (net of administrative expenses) and projected annual salary increases that vary by duration of service ranging from 3.30% to 14.20% and include an inflation component of 2.75%. The actuarial value of PERS assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a two to five year period depending on the size of investment gains and losses. The unfunded actuarial accrued liability (or excess assets) is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at June 30, 2010 was 31 years.

#### Three-Year Trend Information for PERS

Fiscal Year	Annual Pension ost (APC)	Percentage of APC Contributed	Net Pensic <u>Obligati</u>	
06/30/11 06/30/12 06/30/13	\$ 6,685,079 7,332,922 7,386,715	100% 100% 100%	\$	 

#### Funded Status and Funding Progress

The following is the funded status information for each plan as of June 30, 2011, the most recent actual valuation date:

	Entry Age Normal Accrued Liability	Actuarial Value of Assets	Unfunded/ (Overfunded) Liability	Funded Ratio	Annual Covered Payroll	UAAL as a % of Payroll
Miscellaneous	\$ 231,937,885	\$ 184,292,484	\$ 47,645,401	79.5%	\$ 37,731,847	126.3%
Safety	76,163,284	61,116,610	15,046,674	80.2%	12,445,480	120.9%

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 10: RISK MANAGEMENT

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. For most insurable risks, the County is self-insured up to a maximum amount per claim. Amounts in excess of established limits are covered through the County's membership in the County Supervisors Association of California Excess Insurance Authority or with commercial policies.

The County is a member of the County Supervisors Association of California Excess Insurance Authority (CSAC-EIA), a public entity risk pool currently operating as a common risk manager and insurance program for counties. Should actual losses among pool participants be greater than anticipated, the County will be assessed its prorata share of the deficiency. Conversely, if the actual pool losses are less than anticipated, the County will be refunded its prorata share of the excess. Settled claims have not exceeded commercial coverage in any of the past three fiscal years.

The County currently reports its risk management activities in the internal services funds, which include general liability, workers' compensation, health, unemployment and short-term disability. All of the County funds participate in the County self-insured programs and make payments to the corresponding internal service fund based on estimated costs to pay prior and current years' claims. The estimated claims liability of \$915,000 as reported in the internal service funds at June 30, 2013, is based on the requirements of Governmental Accounting Standards Board (GASB) Statement No. 10, as amended by GASB Statement No. 30. These statements require that a liability for claims be reported if information prior to the issuance of the financial statements, and the amount of the loss can be reasonably estimated.

Estimates of the liabilities for incurred (both reported and unreported) but unpaid claims are based on claims loss reports and actuarial reports. Liabilities are based on the estimated cost of settling the claims.

Changes in the County's claims liabilities amount for the fiscal years ended June 30, 2013 and 2012 were as follows:

	2013		2012	
Unpaid claims, beginning of year Estimated claims incurred and adjustments Claims payments	\$	834,000 421,000 (340,000)	\$	706,000 751,000 (623,000)
Unpaid claims, end of year	\$	915,000	\$	834,000

# NOTE 11: OTHER POST EMPLOYMENT BENEFITS

*Plan Description.* The County of Yuba ("County") Retiree Healthcare Plan is a single-employer defined benefit healthcare plan administered by the County. The Plan provides healthcare insurance benefits to eligible retirees. Benefit provisions are established and may be amended by the County. Retiree medical benefits are provided through the California Public Employees' Retirement System healthcare program. The County contributes the Public Employees Medical and Hospital Care Act (PEMHCA) minimum required employer contribution towards the retiree monthly premium for eligible retirees participating in PEMHCA.

Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 11: OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

*Funding Policy.* The contribution requirements of the plan members and the County are established and may be amended by the County. The County is not pre-funding the plan. The annual required contribution (ARC) is an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The County ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize the unfunded actuarial liability over a period of 20 years.

The following are the components of the County's annual OPEB cost for the fiscal year ended June 30, 2013:

Annual required contribution	\$ 1,404,000
Interest on net OPEB obligation	192,000
Adjustments to ARC	 (358,000)
Annual OPEB cost (expense)	1,238,000
Contributions made	 (171,593)
Increase in net OPEB obligation	 1,066,407
Net OPEB obligation, beginning of year	 4,906,000
Net OPEB obligation, end of year	\$ 5,972,407

#### Annual OPEB Cost and Net OPEB Obligation

The County's Annual OPEB Cost, the percentage of Annual OPEB Cost contributed to the Plan (as described in the funding policy above), and the Net OPEB Obligation for 2012/13 and the prior two fiscal years is as follows:

Fiscal	Year Annual		Percentage of	Net
Year			Annual OPEB	OPEB
Ended			Cost Contributed	Obligation
6/30/13	\$	1,238,000	13.9%	\$ 5,972,407
6/30/12		1,375,000	11.1%	4,906,000
6/30/11		1,285,000	12.3%	3,684,000

*Funded Status and Funding Progress.* The funded status of the plan as of June 30, 2011, the plan's most recent actuarial valuation date, was as follows (dollar amounts in thousands):

Actuarial accrued liability (AAL) Actuarial value of plan assets	\$ 12,964,000
Unfunded actuarial accrued liability (UAAL)	 12,964,000
Funded ratio (actuarial value of plan assets/AAL)	0.00%
Covered payroll (active Plan members)	\$ 49,712,000
UAAL as a percentage of covered payroll	26.08%

Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 11: OTHER POST EMPLOYMENT BENEFITS (CONTINUED)

#### Annual OPEB Cost and Net OPEB Obligation (continued)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 30, 2011 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions included a 7.25% investment rate of return (net of administrative expenses), which is the expected long-term investment return on CERBT investments, and an annual PEMHCA minimum cost trend rate of 4% after 3 years (actual PEMHCA minimum costs were used for the first 3 years). This rate includes a 3% inflation assumption. The actuarial value of assets is equal to the market value. The UAAL is being amortized as a level percentage of projected payroll over 30 years on a closed basis. The remaining amortization period at June 30, 2012 was 26 years.

#### NOTE 12: NET POSITION/FUND BALANCES

#### Net Position

The government-wide statement of net position reports \$50,011,896 million of restricted net position, none of which is restricted by enabling legislation. Net position invested in capital assets, net of related debt, was comprised of the following:

	Governmental Activities	siness-Type Activities
Capital assets, net of accumulated depreciation Outstanding principal of capital-related debt Unspent debt proceeds	\$ 201,957,899 (9,205,791) 1,071,864	\$ 2,836,002 - -
Net investment in capital assets	\$ 193,823,972	\$ 2,836,002

Notes to Basic Financial Statements For the Year Ended June 30, 2013

# NOTE 12: NET POSITION/FUND BALANCES (CONTINUED)

# Net Position (continued)

Net position was restricted for the following purposes:

Capital projects	\$ 9,644,871
Debt service	14,876,575
Other restrictions:	
Public assistance programs	9,529,595
Public facilities	6,311,245
Public safety	8,416,665
Public health	1,232,945
	\$ 50,011,896

## Fund Balances

Details of the fund balance classifications of the governmental funds as of June 30, 2013, are as follows:

Nonspendable:	General Fund	Public Works	Social Services	Public Safety	Yuba Levee Financing Authority Debt Ser.	Other Governmental Funds	Total
Inventory	\$	\$ 92,833	\$	\$	\$	\$	\$ 92,833
Loans receivable	¥ 115,068	φ 02,000	÷	Ψ 	÷	Ф 	115,068
Prepaids						6,937	6,937
Total Nonspendable	115,068	92,833				6,937	214,838
Restricted for:							
Public protection	879,830			3,020,819		4,516,016	8,416,665
Public assistance			2,035,174			7,494,421	9,529,595
Health and sanitation						1,232,945	1,232,945
Public ways and facilities		1,468,307				4,842,938	6,311,245
Debt service					14,876,575		14,876,575
Capital projects						9,644,871	9,644,871
Total Restricted	879,830	1,468,307	2,035,174	3,020,819	14,876,575	27,731,191	50,011,896
Committed:							
Public protection	5,608,788						5,608,788
Health and sanitation	326,525						326,525
Public ways and facilities		25,994,226					25,994,226
Education	1,524,715						1,524,715
Capital projects	579,870						579,870
Other	7,536						7,536
Total Committed	8,047,434	25,994,226					34,041,660
Assigned to:							
General contingencies	1,442,588						1,442,588
Public protection				2,193,856			2,193,856
Capital projects	2,557,481					317,438	2,874,919
Other	236,238						236,238
Total Assigned	4,236,307			2,193,856		317,438	6,747,601
Unassigned	1,617,193						1,617,193
Total Fund Balances	\$ 14,895,832	\$ 27,555,366	\$ 2,035,174	\$ 5,214,675	\$14,876,575	\$ 28,055,566	\$ 92,633,188

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

#### NOTE 13: CONTINGENT LIABILITIES

*Federal Grants* – The County participates in several federal and state grant programs. These programs have been audited in accordance with the provisions of the federal Single Audit Act of 1984 and applicable state requirements. No cost disallowances were proposed as a result of these audits. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The County expects such amounts, if any, to be immaterial.

## NOTE 14: JOINT VENTURE

The County and Reclamation District No. 784 (Members) formed the Three Rivers Levee Improvement Authority (TRLIA) in 2004 for the purpose of providing flood control improvements located in the County, including improvements to the levee system and related drainage improvements. The Authority's Board consists of two representatives from each Member. The County has no equity interest in the Authority.

Four work phases have been identified with the goal of achieving 200 year flood protection. The cost to complete the four phases is estimated to be \$400 million and will be funded mostly by local development fees and State funding.

Condensed financial information of the Authority for the fiscal year ended June 30, 2013 is as follows:

Cash and investments in the County of Yuba's Investment Pool	\$ 5,307,401
Other current assets	 3,117,709
Total Assets	 8,425,110
Accounts payable	 (414,091)
Net Assets	\$ 8,011,019
Revenues	6,509,776
Levee improvement costs	(6,185,931)
Maintenance	(885,212)
Administration	(784,656)
Changes in net position	 (1,346,023)
Net Position, beginning of year	9,357,042
Net Position, end of year	\$ 8,011,019

Construction work for levee system improvements is recorded by the Authority as an operating expense. The Authority, as originally formed, will cease to exist upon completion of the projects for which it was formed. At that time, ownership of the levee improvements will be transferred to the existing owner, primarily the State of California, and maintenance responsibility will be assumed by Reclamation District No. 784 and the other entities established to perform this function.

#### Notes to Basic Financial Statements For the Year Ended June 30, 2013

## NOTE 14: JOINT VENTURE (CONTINUED)

Levee improvement costs incurred to date through June 30, 2013, were as follows:

Fiscal Year Ending June 30:	
2004	\$ 701,774
2005	5,603,384
2006	50,572,148
2007	74,257,632
2008	24,376,482
2009	82,916,631
2010	54,496,111
2011	14,111,717
2012	13,487,570
2013	6,185,931
	\$ 326,709,380

At June 30, 2013, the Authority's investment account in the County's investment pool had a balance of \$5,307,401.

To fund the Phase IV levee improvements, the County and the Yuba County Water Agency entered into an agreement with the State of California on April 14, 2008 to provide a local match of \$53.3 million in order to obtain a State grant of up to \$138.5 million. Subsequently, other parties contributed \$6.7 million to the project reducing the required match to \$46.6 million. To sufficiently fund the match, the County and the Yuba County Water Agency formed the Yuba Levee Financing Authority for the purpose of issuing bonds.

The County has a levee impact fee program in place to fully repay itself and the Yuba County Water Agency for all borrowing and associated costs necessary to complete the financing.

Copies of the Authority's financial statements may be obtained from TRLIA, 1114 Yuba Street, Suite 218, Marysville, California 95901.

# **REQUIRED SUPPLEMENTARY INFORMATION**

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Required Supplementary Information For the Year Ended June 30, 2013

# SCHEDULE OF FUNDING PROGRESS – RETIREMENT PLAN

The table below shows a three-year analysis of the actuarial value of assets as a percentage of the actuarial accrued liability and the unfunded actuarial accrued liability as a percentage of the annual covered payroll as of June 30:

Funded Status of Miscellaneous Plan

Valuation Date	No	Entry Age ormal Accrued Liability	A(	ctuarial Value of Assets	Unfunded/ (Overfunded) Liability	Funded Ratio	Ar	nual Covered Payroll	UAAL as a % of Payroll
June 30, 2009 June 30, 2010	\$	207,447,759 219.046.740	\$	163,971,476 174,143,449	\$ 43,476,283 44,903,291	79.0% 79.5%	\$	41,466,564 39.947.417	104.8% 112.4%
June 30, 2011		231,937,885		184,292,484	47,645,401	79.5%		37,731,847	126.3%

Funded Status of Safety Plan

Valuation Date	No	Entry Age ormal Accrued Liability	Ac	ctuarial Value of Assets	Unfunded/ (Overfunded) Liability	Funded Ratio	Aı	nnual Covered Payroll	UAAL as a % of Payroll
June 30, 2009 June 30, 2010 June 30, 2011	\$	67,470,123 72,135,411 76,163,284	\$	52,403,054 56,596,999 61,116,610	\$ 15,067,069 15,538,412 15,046,674	77.7% 78.5% 80.2%	\$	12,785,500 12,701,667 12,445,480	117.8% 122.3% 120.9%

# SCHEDULE OF FUNDING PROGRESS – RETIREE HEALTHCARE PLAN

#### **Funded Status**

Valuation Date	No	Entry Age ormal Accrued Liability	tuarial Value of Assets	Unfunded/ )verfunded) Liability	Funded Ratio	Ar	nual Covered Payroll	UAAL as a % of Payroll
June 30, 2007	\$	9,908,000	\$ 	\$ 9,908,000	0.0%	\$	51,987,000	19.06%
June 30, 2009 June 30, 2011		9,813,000 11,859,000		9,813,000 11,859,000	0.0% 0.0%		53,677,000 55,422,000	18.28% 21.40%

# Budgetary Comparison Schedule General Fund For the Year Ended June 30, 2013

	Budgete	ed A	mounts			Variance with		
	Original	Final		Actual		F	inal Budget	
Revenues:								
Taxes	\$ 22,345,057	\$	22,438,869	\$	22,578,365	\$	139,496	
Licenses, permits, and fees	1,292,670		1,312,751		1,217,054		(95,697)	
Fines, forfeits and penalties	560,716		560,716		485,927		(74,789)	
Use of money and property	304,300		304,300		371,868		67,568	
Intergovernmental	4,745,771		5,279,145		4,793,757		(485,388)	
Charges for services	5,024,175		5,963,359		5,379,391		(583,968)	
Other revenues	 270,322		277,271		323,871		46,600	
Amounts available for appropriation	34,543,011		36,136,411		35,150,233		(986,178)	
Charges to appropriations (outflows):								
General government	12,286,490		10,624,084		9,387,134		1,236,950	
Public protection	11,124,384		12,056,925		10,643,502		1,413,423	
Health and sanitation	1,494,251		1,663,406		1,454,735		208,671	
Public assistance	530,890		628,050		574,751		53,299	
Education	 686,988		697,403		468,645		228,758	
Total charges for appropriations	26,123,003		25,669,868		22,528,767		3,141,101	
Other Financing Sources (Uses):								
Transfers in	962,603		1,072,341		289,145		(783,196)	
Transfers out	(13,469,182)		(13,673,509)		(13,420,166)		253,343	
Total Other Financing Sources (Uses)	(12,506,579)		(12,601,168)		(13,131,021)		(529,853)	
Net Change in Fund Balances	(4,086,571)		(2,134,625)		(509,555)		(4,657,132)	
Fund Balances - Beginning of Year	 1,856,746		1,856,746		1,856,746			
Fund Balances - End of Year	\$ (2,229,825)	\$	(277,879)	\$	1,347,191	\$	(4,657,132)	

			Statement of Revenues,	
	Budgetary	Trust Funds	Expenditures	
	Comparison	Not	and Changes in	
	Schedule	Budgeted	Fund Balance	
Total revenues	\$ 35,150,233	\$ 743,513	\$ 34,406,720	
Total expenditures	22,528,767	121,782	22,406,985	
Revenues over (under) expenditures	12,621,466	621,731	11,999,735	
Total other financing sources (uses)	(13,131,021)	227,851	(13,358,872)	
Net change in fund balances	\$ (509,555)	\$ 849,582	\$ (1,359,137)	

# Budgetary Comparison Schedule Public Works For the Year Ended June 30, 2013

	Budgeted	Amounts		Variance with	
	Original Final		Actual	Final Budget	
Revenues:					
Taxes	\$ 353,171	\$ 353,171	\$ 409,359	\$ 56,188	
Licenses, permits, and fees	60,000	60,000	988,508	928,508	
Fines, forfeits and penalties		40,000	40,000		
Use of money and property	40,000	12,000	10,144	(1,856)	
Intergovernmental	12,587,175	12,014,525	8,746,668	(3,267,857)	
Charges for services	5,594,000	8,010,755	3,463,576	(4,547,179)	
Other revenues	963,320	1,253,320	8,837	(1,244,483)	
Total Revenues	19,597,666	21,743,771	13,667,092	(8,076,679)	
Expenditures:					
Current:					
Public way and facilities	20,479,292	22,807,068	13,813,696	8,993,372	
Total Expenditures	20,479,292	22,807,068	13,813,696	8,993,372	
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(881,626)	(1,063,297)	(146,604)	916,693	
Other Financing Sources (Uses):					
Transfers in		87,884	87,884		
Total Other Financing Sources (Uses)		87,884	87,884		
Net Change in Fund Balances	(881,626)	(975,413)	(58,720)	916,693	
Fund Balances - Beginning of Year	1,619,860	1,619,860	1,619,860		
Fund Balances - End of Year	\$ 738,234	<u>\$ 644,447</u>	<u>\$ 1,561,140</u>	<u>\$ 916,693 </u>	

			Statement of
	Budgetary Comparison Schedule	Trust Funds Not	Revenues, Expenditures and Changes in Fund Balance
Total revenues	\$13,667,092	Budgeted \$ 422,969	\$ 13,244,123
Total expenditures	13,813,696	(54,533)	13,868,229
Revenues over (under) expenditures	(146,604)	477,502	(624,106)
Total other financing sources (uses)	87,884		87,884
Net change in fund balances	\$ (58,720)	\$ 477,502	\$ (536,222)

# Budgetary Comparison Schedule Social Services Fund For the Year Ended June 30, 2013

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues:				
Intergovernmental	\$ 45,368,560	\$ 46,652,390	\$ 43,946,538	\$ (2,705,852)
Charges for services	160,728	160,728	907,708	746,980
Other revenues	382,586	382,586	2,146	(380,440)
Total Revenues	45,911,874	47,195,704	44,856,392	(2,339,312)
Expenditures:				
Current:				
Public assistance	44,372,498	47,434,164	44,314,915	3,119,249
Total Expenditures	44,372,498	47,434,164	44,314,915	3,119,249
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	1,539,376	(238,460)	541,477	779,937
Other Financing Sources (Uses):				
Transfers in		149,460	149,460	
Total Other Financing Sources (Uses)		149,460	149,460	
Net Change in Fund Balances	1,539,376	(89,000)	690,937	779,937
Fund Balances - Beginning of Year	913,136	913,136	913,136	
Fund Balances - End of Year	<u>\$ 2,452,512</u>	\$ 824,136	\$ 1,604,073	<u>\$779,937</u>

			Statement of Revenues,	
	BudgetaryTrust FundsComparisonNotScheduleBudgeted		Expenditures and Changes in Fund Balance	
Total revenues	\$44,856,392	\$ (115,012)	\$ 44,971,404	
Total expenditures	44,314,915	(6,539)	44,321,454	
Revenues over (under) expenditures	541,477	(108,473)	649,950	
Total other financing sources (uses)	149,460		149,460	
Net change in fund balances	\$ 690,937	\$ (108,473)	\$ 799,410	

# Budgetary Comparison Schedule Public Safety For the Year Ended June 30, 2013

	Budgeted Amounts			Variance with	
	Original	Original Final		Final Budget	
Revenues:					
Licenses, permits, and fees	\$ 20,030	\$ 20,030	\$ 63,875	\$ 43,845	
Fines, forfeitures and penalties		25,000	25,000		
Use of money and property	546,000	610,000	630,439	20,439	
Intergovernmental	5,129,531	6,100,741	6,118,839	18,098	
Charges for services	4,397,798	6,416,865	6,737,983	321,118	
Other revenues	225,650	230,150	5,458	(224,692)	
Total Revenues	10,319,009	13,402,786	13,581,594	178,808	
Expenditures:					
Current:					
Public protection	24,452,223	27,760,914	26,914,589	846,325	
Total Expenditures	24,452,223	27,760,914	26,914,589	846,325	
Excess (Deficiency) of Reve					
Over (Under) Expenditure	s <u>(14,133,214)</u>	(14,358,128)	(13,332,995)	1,025,133	
Other Financing Sources (Uses):					
Transfers in	13,140,713	13,389,022	13,388,355	(667)	
Total Other Financing Sources		13,389,022	13,388,355	(667)	
Net Change in Fund Balances	(992,501)	(969,106)	55,360	1,024,466	
Fund Balances - Beginning of Year	2,880,038	2,880,038	2,880,038		
Fund Balances - End of Year	<u>\$ 1,887,537</u>	<u>\$ 1,910,932</u>	<u>\$ 2,935,398</u>	<u>\$ 1,024,466</u>	

			Statement of Revenues,
	Budgetary	Trust Funds	Expenditures
	Comparison	Not	and Changes in
	Schedule	Budgeted	Fund Balance
Total revenues	\$13,581,594	\$ (468,043)	\$ 14,049,637
Total expenditures	26,914,589	35,000	26,879,589
Revenues over (under) expenditures	(13,332,995)	(503,043)	(12,829,952)
Total other financing sources (uses)	13,388,355	35,000	13,353,355
Net change in fund balances	\$ 55,360	\$ (468,043)	\$ 523,403

#### Notes to Required Supplementary Information For the Year Ended June 30, 2013

#### BUDGETARY BASIS OF ACCOUNTING

In accordance with the provisions of Sections 29000 and 29143, inclusive, of the California Government Code and other statutory provisions, commonly known as the County Budget Act, the County prepares a budget for each fiscal year on or before August 30. Budgeted expenditures are enacted into law through the passage of an Appropriation Ordinance. This ordinance mandates the maximum authorized expenditures for the fiscal year and cannot be exceeded except by subsequent amendments to the budget by the County's Board of Supervisors.

An operating budget is adopted each fiscal year for all Governmental Funds. Expenditures are controlled at the object level within budget units for the County. The object level within a budget unit is the level at which expenditures may not legally exceed appropriations. Any amendments or transfers of appropriations between object levels within the same budget unit or between departments or funds are approved by the Board of Supervisors. Budgeted amounts in the budgetary financial schedules are reported as originally adopted and as amended during the fiscal year by resolutions approved by the Board of Supervisors.

Budgets are adopted on a basis which materially conforms to generally accepted accounting principles except that interfund transfers are reported as revenues and expenditures.

# SUPPLEMENTARY INFORMATION

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# **Nonmajor Governmental Funds**

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

*Capital Projects Funds* are used to account for financial resources to be used for the expenditures for capital outlays (other than those financed by proprietary funds).

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# Combining Balance Sheet Nonmajor Governmental Funds June 30, 2013

	Special Revenue						
		Fish &		Health	Child Support	County IHSS	
		Game	S	ervice Fund	Services	Authority	Grants
Assets	•		•		• • • • • • • • • •	<b>•</b> • • • • • • • •	• · • • • • • · ·
Cash and investments	\$	10,713	\$	1,011,801	\$ 1,129,875	\$128,578	\$ 1,237,544
Cash with fiscal agent							
Accounts receivable Interest receivable				115,051 146	 2,761		116 2,876
Notes receivable				140	2,701		2,070 5,744,181
Due from other agencies		425		683,626		89,951	335,329
Prepaids							
Property held for resale							1,221,860
Total Assets	\$	11,138	\$	1,810,624	<u>\$ 1,132,636</u>	\$218,529	\$ 8,541,906
Liabilities_							
Accounts payable	\$	228	\$	54,793	\$ 4,871	\$	\$ 274,870
Salaries and benefits payable				284,582	209,511		
Due to other funds							900,690
Deposits and other liabilities							
Total Liabilities		228		339,375	214,382		1,175,560
Deferred Inflows of Resources							
Unavailable revenue				366,882		89,951	215,995
Fund Balance							
Nonspendable							
Restricted Assigned		10,910 		1,104,367 	918,254 	128,578 	7,150,351 
		10.010		4 4 9 4 9 9 7		400.570	7 450 054
Total Fund Balances		10,910		1,104,367	918,254	128,578	7,150,351
Total Liabilities, Deferred Inflows of							
Resources and Fund Balances	\$	11,138	\$	1,810,624	<u>\$1,132,636</u>	\$218,529	\$ 8,541,906
#### Combining Balance Sheet (continued) Nonmajor Governmental Funds June 30, 2013

	Special Revenue													
		Health		Micro								County		Local
		Bio-		nterprise		Service		Revenue						
	T	errorism	()	(ubasut)		Areas		Fund						
Assets	•		•		•		•							
Cash and investments	\$	150,834	\$	22,862	\$	4,794,502	\$	3,200,708						
Cash with fiscal agent														
Accounts receivable														
Interest receivable		378		53		9,660								
Notes receivable		25 024												
Due from other agencies		35,024						668,712						
Prepaids Property held for resale														
Property held for resale														
Total Assets	\$	186,236	\$	22,915	\$	4,804,162	\$	3,869,420						
Liabilities_														
Accounts payable	\$	37,023	\$	5,058	\$	265,023	\$	396,757						
Salaries and benefits payable														
Due to other funds														
Deposits and other liabilities														
Total Liabilities		37,023		5,058		265,023		396,757						
Deferred Inflows of Resources														
Unavailable revenue		35,024												
Fund Balance														
Nonspendable														
Restricted		114,189		17,857		4,539,139		3,472,663						
Assigned														
Total Fund Balances		114,189		17,857		4,539,139		3,472,663						
Total Liabilities, Deferred Inflows of														
Resources and Fund Balances	\$	186,236	\$	22,915	\$	4,804,162	\$	3,869,420						

continued

#### Combining Balance Sheet (continued) Nonmajor Governmental Funds June 30, 2013

	Special Revenue						
	(	Gledhill					Yuba
	La	Indscape	L	inda	Н	ousing	Housing
	&	Lighting	Lig	ghting	Pr	ograms	Authority
Assets							
Cash and investments	\$	28,754	\$ 27	77,057	\$	25,178	\$ 339,172
Cash with fiscal agent							
Accounts receivable							16,574
Interest receivable		65		619		55	
Notes receivable							
Due from other agencies							
Prepaids							6,937
Property held for resale							
Total Assets	\$	28,819	\$ 27	77,676	\$	25,233	\$ 362,683
Liabilities_							
Accounts payable	\$	2,528	\$	168	\$		\$ 16,017
Salaries and benefits payable							16,118
Due to other funds							
Deposits and other liabilities							22,631
Total Liabilities		2,528		168			54,766
Deferred Inflows of Resources							
Unavailable revenue							
Fund Balance							
Nonspendable							6,937
Restricted		26,291	27	77,508		25,233	300,980
Assigned							
Total Fund Balances		26,291	27	77,508		25,233	307,917
Total Liabilities, Deferred Inflows of							
Resources and Fund Balances	\$	28,819	\$ 27	77,676	\$	25,233	\$ 362,683

continued

#### Combining Balance Sheet (continued) Nonmajor Governmental Funds June 30, 2013

	Capital Projects							
	Min	imum		Jail	lail			YLFA
	Security		Im	provement		Solar		Bond
	Const	truction	Сс	onstruction		Panels	С	onstruction
Assets								
Cash and investments	\$		\$	290,540	\$	505,594	\$	
Cash with fiscal agent						1,071,864		8,047,403
Accounts receivable						19,071		
Interest receivable						939		
Notes receivable								
Due from other agencies				26,898				
Prepaids								
Property held for resale								
Total Assets	\$		\$	317,438	\$	1,597,468	\$	8,047,403
Liabilities_								
Accounts payable	\$		\$		\$		\$	
Salaries and benefits payable								
Due to other funds								
Deposits and other liabilities								
Total Liabilities								
Deferred Inflows of Resources								
Unavailable revenue								
Fund Balance								
Nonspendable								
Restricted						1,597,468		8,047,403
Assigned				317,438				
Total Fund Balances				317,438		1,597,468		8,047,403
Total Liabilities, Deferred Inflows of								
Resources and Fund Balances	\$		\$	317,438	\$	1,597,468	\$	8,047,403

continued

#### Combining Balance Sheet (continued) Nonmajor Governmental Funds June 30, 2013

	Debt Service	Total Nonmajor Governmental Funds
Assets	<b>^</b>	
Cash and investments	\$	\$ 13,153,712
Cash with fiscal agent		9,119,267
Accounts receivable		150,812
Interest receivable		17,552
Notes receivable		5,744,181
Due from other agencies		1,839,965
Prepaids		6,937
Property held for resale		1,221,860
Total Assets	<u>\$</u>	<u>\$ 31,254,286</u>
Liabilities_		
Accounts payable	\$	\$ 1,057,336
Salaries and benefits payable		510,211
Due to other funds		900,690
Deposits and other liabilities		22,631
Total Liabilities		2,490,868
Deferred Inflows of Resources		
Unavailable revenue		707,852
Fund Balance		
Nonspendable		6,937
Restricted		27,731,191
Assigned		317,438
Total Fund Balances		28,055,566
Total Liphilitian Deferred Inflows of		
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$	\$ 31,254,286
	<u> </u>	,,

	Special Revenue						
			Child	County			
	Fish &	Health	Support	IHSS			
Deveryon	Game	Service Fund	Services	Authority	Grants		
Revenues:	\$	¢	¢	¢	¢		
Taxes		\$	\$	\$	\$		
Fines, forfeitures and penalties	3,822	 813	 13,842		 7,807		
Use of money and property Intergovernmental				470 400	3,313,771		
Charges for services		4,328,879	3,300,860	479,122 	3,313,771		
Other revenues	 C 425						
Total Revenues	6,435	68,063	6,475	5,009	2 224 570		
Total Revenues	10,257	4,397,755	3,321,177	484,131	3,321,578		
Expenditures:							
Current:							
General government					9,000		
Public protection	9,811		3,327,873		153,086		
Public ways and facilities	, 				·		
Health and sanitation		4,148,466		512,834			
Public assistance				, 	2,214,949		
Debt Service:							
Principal							
Interest							
Capital outlay							
Total Expenditures	9,811	4,148,466	3,327,873	512,834	2,377,035		
Excess (Deficiency) of Revenues							
Over (Under) Expenditures	446	249,289	(6,696)	(28,703)	944,543		
Over (Onder) Expenditures		249,209	(0,030)	(20,703)	344,343		
Other Financing Sources (Uses):							
Transfers in		195,651	7,950	83,426	38,402		
Transfers out					(64,062)		
Total Other Financing Sources (Uses)		195,651	7,950	83,426	(25,660)		
Net Change in Fund Balances	446	444,940	1,254	54,723	918,883		
Fund Balances - Beginning of Year, restated	10,464	659,427	917,000	73,855	6,231,468		
Fund Balances - End of Year	<u>\$ 10,910</u>	<u>\$ 1,104,367</u>	<u>\$ 918,254</u>	\$ 128,578	\$ 7,150,351		

	Special Revenue									
	Bio- Enterprise Ser		Bio- Enterprise Se		Bio- Enterprise Se		•		Bio- Enterprise Service	
Revenues:	¢	¢	ф о <b>г</b> о 4	¢						
Taxes	\$	\$	\$ 6,564	\$						
Fines, forfeitures and penalties										
Use of money and property	1,917	220	63,345							
Intergovernmental			123	154,345						
Charges for services		126,325	1,367,180							
Other revenues	139,284	400 545	3,642	454.045						
Total Revenues	141,201	126,545	1,440,854	154,345						
Expenditures:										
Current:										
General government		110,310								
Public protection										
Public ways and facilities			1,351,034							
Health and sanitation	199,480									
Public assistance				289,800						
Debt Service:										
Principal										
Interest										
Capital outlay										
Total Expenditures	199,480	110,310	1,351,034	289,800						
Excess (Deficiency) of Revenues										
Over (Under) Expenditures	(58,279)	16,235	89,820	(135,455)						
Other Financing Sources (Uses):										
Transfers in										
Transfers out										
Total Other Financing Sources (Uses)										
Net Change in Fund Balances	(58,279)	16,235	89,820	(135,455)						
Fund Balances - Beginning of Year, restated	172,468	1,622	4,449,319	3,608,118						
Fund Balances - End of Year	<u>\$ 114,189</u>	<u>\$ 17,857</u>	<u>\$ 4,539,139</u>	<u>\$ 3,472,663</u>						

	Special Revenue					
Devenues	Gledhill Landscape & Lighting	Linda Lighting	6			
Revenues: Taxes	\$	\$ 56,057	\$	\$		
Fines, forfeitures and penalties	φ	\$ 50,057 	φ	φ		
Use of money and property	373	3,956	275	105		
Intergovernmental		1,024		2,160,715		
Charges for services	48,068	46,063		2,100,713		
Other revenues	12,000	+0,005				
Total Revenues	60,441	107,100	275	2,160,820		
Expenditures: Current:						
General government						
Public protection						
Public ways and facilities	55,767	96,434				
Health and sanitation						
Public assistance				2,280,242		
Debt Service:				2,200,212		
Principal						
Interest						
Capital outlay						
Total Expenditures	55,767	96,434		2,280,242		
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	4,674	10,666	275	(119,422)		
Other Financing Sources (Uses): Transfers in						
Transfers out						
Total Other Financing Sources (Uses)		·				
Total Other Financing Oburces (USes)						
Net Change in Fund Balances	4,674	10,666	275	(119,422)		
Fund Balances - Beginning of Year, restated	21,617	266,842	24,958	427,339		
Fund Balances - End of Year	<u>\$ 26,291</u>	<u>\$ 277,508</u>	<u>\$ 25,233</u>	\$ 307,917		

	Capital Projects										
	Minimum Security Construction		Jail Improvement Construction		Improvement		Improvement		ovement Solar		YLFA Bond onstruction
Revenues:											
Taxes	\$		\$		\$	\$					
Fines, forfeitures and penalties											
Use of money and property					4,452		57,502				
Intergovernmental											
Charges for services					934,327						
Other revenues			193,93	35			11,628				
Total Revenues			193,93	35	938,779		69,130				
Expenditures:											
Current:											
General government											
Public protection											
Public ways and facilities											
Health and sanitation											
Public assistance											
Debt Service:											
Principal											
Interest											
Capital outlay							2,761				
Total Expenditures							2,761				
Excess (Deficiency) of Revenues											
Over (Under) Expenditures			193,93	35	938,779		66,369				
Other Financing Sources (Uses): Transfers in											
Transfers out		(7.044)	(007.0)								
		(7,844)	(237,00		(604,678)						
Total Other Financing Sources (Uses)		(7,844)	(237,00	00)	(604,678)						
Net Change in Fund Balances		(7,844)	(43,00	65)	334,101		66,369				
Fund Balances - Beginning of Year, restated		7,844	360,50	03	1,263,367		7,981,034				
Fund Balances - End of Year	\$		<u>\$ 317,43</u>	38	<u>\$ 1,597,468</u>	\$	8,047,403				

		Debt Service		Total Jonmajor vernmental Funds
Revenues:	¢		¢	CO CO4
Taxes Fines, forfeitures and penalties	\$		\$	62,621 3,822
Use of money and property				3,622 154,607
Intergovernmental			1	3,738,839
Charges for services				2,521,963
Other revenues				446,471
Total Revenues			1	6,928,323
Total Revenues				0,920,323
Expenditures:				
Current:				
General government				119,310
Public protection				3,490,770
Public ways and facilities				1,503,235
Health and sanitation				4,860,780
Public assistance				4,784,991
Debt Service:				
Principal		184,178		184,178
Interest		420,500		420,500
Capital outlay				2,761
Total Expenditures		604,678	1	5,366,525
Excess (Deficiency) of Revenues				
Over (Under) Expenditures		(604,678)		1,561,798
Other Financias Courses (Lloco)				
Other Financing Sources (Uses): Transfers in		604,678		930,107
Transfers out		004,070		(913,584)
Total Other Financing Sources (Uses)		604,678		16,523
Total Other Financing Sources (Oses)		004,078		10,525
Net Change in Fund Balances				1,578,321
Fund Balances - Beginning of Year, restated			2	26,477,245
Fund Balances - End of Year	\$		\$ 2	28,055,566

# **Internal Service Funds**

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a cost reimbursement basis.

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#### Combining Balance Sheet Internal Service Funds June 30, 2013

<u>ASSETS</u>	Automotive Service	Workers Comp Insurance	Liability Insurance	Health Insurance
Current Assets: Cash and investments Accounts receivable Interest receivable	\$ 1,429,509 1,235 43	\$ 625,155 349 750	\$ 2,719,326  _5,600	\$ 645,891 900,621 1,740
Total Current Assets	1,430,787	626,254	2,724,926	1,548,252
Capital Assets: Depreciable, net	463,163			
Total Assets	1,893,950	626,254	2,724,926	1,548,252
LIABILITIES AND NET ASSETS				
Current Liabilities: Accounts payable Claims liability, current portion	43,704		3,457 395,000	
Total Current Liabilities	43,704		398,457	
Long-term Liabilities: Claims liability			520,000	
Total Liabilities	43,704		918,457	
Net Position: Net investment in capital assets Unrestricted	463,163 1,387,083	 626,254	 1,806,469	 1,548,252
Total Net Position	<u>\$ 1,850,246</u>	\$ 626,254	<u>\$ 1,806,469</u>	\$ 1,548,252

#### Combining Balance Sheet (continued) Internal Service Funds June 30, 2013

	General Insurance	Unemployment Insurance	Short-term Disability Insurance	Total
ASSETS				
Current Assets: Cash and investments Accounts receivable	\$ 75,651 	\$     647,301 	\$ 139,362 	\$  6,282,195 902,205
Interest receivable	118	1,323	308	9,882
Total Current Assets	75,769	648,624	139,670	7,194,282
Capital Assets:				
Depreciable, net				463,163
Total Assets	75,769	648,624	139,670	7,657,445
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable			433	47,594
Claims liability, current portion				395,000
Total Current Liabilities			433	442,594
Long-term Liabilities:				
Claims liability				520,000
Total Liabilities			433	962,594
Net Position:				
Net investment in capital assets				463,163
Unrestricted	75,769	648,624	139,237	6,231,688
Total Net Position	\$ 75,769	\$ 648,624	\$ 139,237	<u>\$ 6,694,851</u>

#### Combining Statement of Revenues, Expenses and Changes in Net Position Internal Service Funds For the Year Ended June 30, 1900

	Automotive Service	Workers Comp Insurance	Liability Insurance	Health Insurance
Operating Revenues:	¢ 4 400 700	¢ 4 400 000	¢ 704.000	¢ 40 700 400
Charges for services	\$1,129,732	\$1,199,998	\$ 731,022	\$ 10,709,498
Other revenues	6,490	7,697	3,033	
Total Operating Revenues	1,136,222	1,207,695	734,055	10,709,498
Operating Expenses: Services and supplies	996,445	1,140,539	931,727	10,430,103
Depreciation	244,123		, 	
Total Operating Expenses	1,240,568	1,140,539	931,727	10,430,103
Net Operating Income (Loss)	(104,346)	67,156	(197,672)	279,395
Non-Operating Revenues (Expenses):				
Interest income (expense)	219	(553)	26,595	7,334
Total Non-Operating Revenue (Expense)	219	(553)	26,595	7,334
Income (Loss) Before Transfers	(104,127)	66,603	(171,077)	286,729
Transfers out				(248,350)
Change in Net Position	(104,127)	66,603	(171,077)	38,379
Net Position - Beginning of Year, Restated	1,954,373	559,651	1,977,546	1,509,873
Net Position - End of Year	\$1,850,246	<u>\$ 626,254</u>	<u>\$1,806,469</u>	<u>\$ 1,548,252</u>

#### Combining Statement of Revenues, Expenses and Changes in Net Position (continued) Internal Service Funds For the Year Ended June 30, 1900

	General Insurance	Unemployment Insurance	Short-Term Disability Insurance	Total
Operating Revenues: Charges for services Other revenues	\$ 91,325 	\$ 242,538	\$    74,058 	\$14,178,171 
Total Operating Revenues	91,325	242,538	74,058	14,195,391
Operating Expenses: Services and supplies	63,166	233,110	60,732	13,855,822
Depreciation				244,123
Total Operating Expenses	63,166	233,110	60,732	14,099,945
Net Operating Income (Loss)	28,159	9,428	13,326	95,446
Non-Operating Revenues (Expenses):				
Interest income (expense)	254	6,691	1,423	41,963
Total Non-Operating Revenue (Expense)	254	6,691	1,423	41,963
Income (Loss) Before Transfers	28,413	16,119	14,749	137,409
Transfers out				(248,350)
Change in Net Position	28,413	16,119	14,749	(110,941)
Net Position - Beginning of Year, Restated	47,356	632,505	124,488	6,805,792
Net Position - End of Year	<u>\$ 75,769</u>	\$ 648,624	<u>\$ 139,237</u>	<u>\$ 6,694,851</u>

#### Combining Statement of Cash Flows Internal Service Funds For the Year Ended June 30, 2013

	Automotive	Workers Comp	Liability	Health
	Services	Insurance	Insurance	Insurance
CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash receipts from interfund services provided	\$1,134,987	\$ 1,208,293	\$ 734,055	\$10,660,837
Cash paid to suppliers for goods and services	(1,017,159)	(1,141,804)	(851,930)	(10,430,121)
Net Cash Provided (Used) by Operating Activities	117,828	66,489	(117,875)	230,716
CASH FLOWS FROM NONCAPITAL FINANCING				(240.250)
Transfers out				(248,350)
Net Cash Provided (Used) by Investing Activities				(248,350)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received (paid)	253	(233)	29,919	7,737
Net Cash Provided (Used) by Investing Activities	253	(233)	29,919	7,737
			· · · ·	· · · ·
CASH FLOWS FROM CAPITAL AND RELATED				
FINANCING ACTIVITIES:				
Acquisition of capital assets	(21,441)			
Net Cash Provided (Used) by Capital and Related				
Financing Activities	(21,441)			
Nat Ingraads (Degrades) in Cash				
Net Increase (Decrease) in Cash and Cash Equivalents	96,640	66,256	(97.056)	(0.807)
anu Gash Equivalents	90,040	00,230	(87,956)	(9,897)
Cash and Cash Equivalents, Beginning of Year	1,332,869	558,899	2,807,282	655,788
	.,002,000			
Cash and Cash Equivalents, End of Year	\$1,429,509	\$ 625,155	\$2,719,326	\$ 645,891

#### Combining Statement of Cash Flows (continued) Internal Service Funds For the Year Ended June 30, 2013

	General Insurance	Unemployment Insurance	Short-Term Disability Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES:	• • • • • • •	• • • • • • • •	• · · - ·	• · · · ·
Cash receipts from interfund services provided	\$ 91,325	\$ 242,538	\$ 107,489	\$ 14,179,524
Cash paid to suppliers for goods and services	(82,444)	(233,110)	(60,299)	(13,816,867)
Net Cash Provided (Used) by Operating Activities	8,881	9,428	47,190	362,657
CASH FLOWS FROM NONCAPITAL FINANCING				
Transfers out				(248,350)
Net Cash Provided (Used) by Investing Activities				(248,350)
CASH FLOWS FROM INVESTING ACTIVITIES Interest received (paid) Net Cash Provided (Used) by Investing Activities	<u> </u>	7,149	<u> </u>	<u>46,560</u> <u>46,560</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition of capital assets				(21,441)
Net Cash Provided (Used) by Capital and Related Financing Activities				(21,441)
Net Increase (Decrease) in Cash				
and Cash Equivalents	9,186	16,577	48,620	139,426
Cash and Cash Equivalents, Beginning of Year	66,465	630,724	90,742	6,142,769
Cash and Cash Equivalents, End of Year	<u>\$ 75,651</u>	\$ 647,301	\$ 139,362	\$ 6,282,195

#### Combining Statement of Cash Flows (continued) Internal Service Funds For the Year Ended June 30, 2013

	Automotive Services	Workers Comp Insurance	Liability Insurance	Health Insurance
Reconciliation of Operating Income (Loss)				
to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	\$ (104,346)	\$ 67,156	\$ (197,672)	\$ 279,395
Adjustments to reconcile operating income				
(loss) to net cash provided (used) by				
operating activities:				
Depreciation	244,123			
Changes in assets and liabilities:				
Increase (decrease) in:				
Accounts receivable	(1,235)	598		(48,661)
Accounts payble	(20,714)	(1,265)	(1,203)	(18)
Claims liability			81,000	
Net Cash Provided (Used) by				
Operating Activities	<u>\$ 117,828</u>	\$ 66,489	<u>\$ (117,875)</u>	<u>\$ 230,716</u>

#### Combining Statement of Cash Flows (continued) Internal Service Funds For the Year Ended June 30, 2013

	General Insurance	Unemployment Insurance	Short-Tern Disability Insurance	-	Total
Reconciliation of Operating Income (Loss)					
to Net Cash Provided (Used) by Operating Activities:					
Operating income (loss)	\$ 28,159	\$ 9,428	\$ 13,326	<b>3</b> \$	95,446
Adjustments to reconcile operating income					
(loss) to net cash provided (used) by					
operating activities:					
Depreciation			-	-	244,123
Changes in assets and liabilities:					
Increase (decrease) in:					
Accounts receivable			33,431		(15,867)
Accounts payble	(19,278)		433	3	(42,045)
Claims liability					81,000
Net Cash Provided (Used) by					
Operating Activities	<u>\$ 8,881</u>	\$ 9,428	<u>\$ 47,190</u>	) <u>\$</u>	362,657



# Administrative Services Memorandum

To: Board of Supervisors

CC: Robert Bendorf, County Administrator

From: Doug McCoy, Director, Administrative Services

Date: April 15, 2014

Re: Amend ordinance relating to the purchase of real property

#### Recommendation

Adopt the attached ordinance amending Chapter 2.50 by adding Chapter 5, relating to the County's acquisition of real property.

#### Background

Government Code 25350.60 grants the Board of Supervisors the authority to authorize County Staff to facilitate the purchase of real property up to a certain threshold. Current State law permits this assignment up to a value of \$50,000 unless the Board assigns authority for a different value.

Under current County policy, the Administrative Services Director has responsibility for all property acquisitions on behalf of the County.

This proposed amendment to the existing ordinance would assign the responsibility to the Administrative Service Director, as Purchasing Agent of the County, or his/her designee, to perform all acts necessary to approve and accept for the County the acquisition of real property where the purchase price does not exceed \$150,000.

#### Discussion

Adoption of this ordinance change will greatly enhance the ability of staff to respond to simple acquisitions of lesser value properties in a more timely manner, and by easing the notification process, while still retaining the final step in the process of bring the final decision back to the Board.

#### **Committee Action**

We have bypassed the Committee due to time sensitivity; so that the Ordinance could be reviewed and potentially adopted by BOS in April and thereby be included in the Muni Code update that is coming out this Summer

Yuba County Administrative Services 749-7880

#### Financial Impact

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There shall be no impact to the General Fund and could potentially be savings from amending the notification process during acquisition of lower valued properties.

#### ORDINANCE NO. \_\_\_\_\_

# AN ORDINANCE ADDING AN ARTICLE 5 TO CHAPTER 2.50 OF TITLE II OF THE THE YUBA COUNTY ORDINANCE CODE RELATING TO THE PURCHASE OF REAL PROPERTY

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER Clerk of the Board of Supervisors

Ву:\_\_\_\_\_

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

sais me Mail P. Morris-Jones

# 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.** An Article 5 to Chapter 2.50 of Title II of the Yuba County Ordinance Code is hereby added and by such is amended to read as set forth herein below:

#### Chapter 2.50

## ARTICLE 5 PURCHASE OF REAL PROPERTY

#### **Sections**

2.50.250	Responsibility for Real Property Acquisition
2.50.260	No Publication of Intent to Purchase Real Property
2.50.270	Purchase and Procedure of Real Property for \$150,000 or less
2.50.280	Notice To Board of Purchase of Real Property for \$150,000 or less
2.50.290	Purchase of Real Property for More than \$150,000
2.50.300	Effective Period of Delegated Authority Unless Reauthorized by the Board

#### 2.50.250. Real Property Acquisition.

The Purchasing Agent, or designee, as the Administrative Services Director (Purchasing Agent) is responsible for coordination, planning, and negotiation of all real property purchases, and for maintaining records of those purchases.

#### 2.50. 260. No Publication of Intent to Purchase Real Property.

Pursuant to Government Code section 25350, acquisition of real property in accordance with the procedures specified under subsection 2.50.270 of this Article is exempt from the notice of intent requirements of that statute.

## 2. 50. 270. Purchase and Procedure for Real Property – \$150,000 or less.

Pursuant to the authority granted to the Board of Supervisors by California Government Code section 25350.60 the Purchasing Agent, or designee, is authorized to perform all acts necessary to approve and accept for the County of any interest in real property where the purchase price for such interest does not exceed \$150,000 in accordance with the following specified procedures:

- **A. Approved Purchase:** The acquisition of real property interest is for a public structure, building, road, park, public improvement (collectively "project" or public otherwise public purpose previously approved by the Board of Supervisors.
- **B. Assurance of Funding:** Prior to committing the County to acquisition of the property, funding must be identified as assured by the appropriate authority.
- **C. Establishment of Purchase Price**: The fair market value of the real property interest to be acquired has been determined by an appraisal or some other generally accepted industry standard or method of valuation. The appraised amount or valuation will be a determining factor along with any other unique or extenuating circumstances associated with the purchase to establish the negotiated purchase price.
- **D. Environmental Clearance:** The purchase may not be consummated prior to compliance with the applicable environmental statutes and regulations.
- **E.** Approval of Acquisition by Planning Department: When required, the Purchasing Agent, or designee, shall submit the proposed acquisition to the Appropriate planning department, director, commission or board in accordance with Government Code section 65402 or any statute which may later become appropriate to make a finding of General Plan conformance prior to acquisition of the real property interest.
- **F. Environmental Compliant:** The acquisition complies with the California Environmental Quality Act (CEQA).
- **G. County Policy Compliant:** The acquisition of the real property interest will be in accordance with the County's Policy and Procedures.
- **H. Form of Instrument:** The Purchase Agreement and all other instruments relating to the purchase which includes but are not limited to escrow documents and instruments conveying ownership of the real property interest shall be reviewed and approved by County Counsel prior to final acquisition.

The Purchasing Agent, or designee, shall bring the purchase of real property to the Board of Supervisors for approval prior to the final acquisition of the real property for \$150,000 or less by placing the purchase of Real Property on the Board's Agenda for approval as an item under Consent.

## **2.50. 290.** Purchase of Real Property for more than \$150,000.

Whenever it is necessary or desirable for the County to purchase real property and the price for such purchase exceed \$150,000, the Purchasing Agent, or designee, as the Administrative Services Director shall comply with the notice requirements of Government Code section 25350, except for any of the following:

- a) Acquisition in settlement of an action in eminent domain.
- b) Acquisition of any real property or interest therein for the uses and purposes of county highways, roads, streets or obtaining a right of way(s).
- c) Acquisition for which the Board of Supervisors determines that emergency conditions require more immediate action by the County.

# 2.50. 300. Effective Period of Delegation of Authority Unless Reauthorized by the Board.

Pursuant to Government Code section 25350.60 (c), the authority granted to the Purchasing Agent, or designee, under this Article shall be effective for five years from the effective date of this ordinance, after which time such grant of authority shall be deemed expired and of no further effect unless reauthorized by an ordinance of the Board of Supervisors.

**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



Robert Bendorf, County Administrator John Fleming, Economic Development Coordinator Russ Brown, Communications & Legislative Affairs Coordinator Grace M Mull, Management Analyst Teena L. Carlquist, Executive Assistant to the County Administrator Yuba County Government Center 915 & Street, Suite 115 Marysville, CA 95901



Phone: (530) 749-7575 Fax: (530) 749-7312 Email: rbendorf@co.yuba.ca.us rbrown@co.yuba.ca.us gmull@co.yuba.ca.us tcarlquist@co.yuba.ca.us

Date:	April 15, 2014
To:	Board of Supervisors
From:	Robert Bendorf, County Administrator
By:	Grace Mull, Management Analyst
Re:	FY 2014-2015 Consolidated Fee Ordinance

#### **Recommendation**

Consider revisions to the Consolidated Fee Ordinance for fiscal year 2014-15.

#### **Background**

Departments are tasked to review their fees annually to ensure that fees charged reflect true cost of services. The review process includes adding new fees, deleting obsolete fees, and revising fee titles to accurately describe the fee.

#### **Discussion**

The purpose of the Consolidated Fee Ordinance is to allow the public and those doing business with the County to easily access fees associated with various departmental services. The annual revision process provides the Board and the public an opportunity to review and comment on the County's fee structure.

The attached summary displays which fees are proposed to be changed, the amount requested under the new fee, and the reasons for changing the fees. Fee increases reflect the department's full amount of time and costs associated with providing these services, and are meant to be cost covering.

#### **Committee**

The Finance & Administration Committee reviewed this item on April 1, 2014 and recommended approval.

#### <u>Fiscal Impact</u>

The proposed revisions to the Consolidated Fee Ordinance and associated fee schedules represent each department's estimate of the cost to provide services, or are set by state law. Consequently, fee adjustments, either up or down, are meant to eliminate a subsidy or to ensure there is no revenue in excess of the cost of the services provided from the fees being charged to perform the services.

New fee established to cover services provided by Information Technology Security Officer	Fee increase based on hanger agreement which allows increase based on current CPI Electron to the second on current CPI Electron to the second on hanger agreement which allows increase based on current CPI Electron CPI Electro	Fee increase based on hanger agreement which allows Increase based on current CPI Fee increase baed on hanger agreement which allows increase based on current CPI	Fee increase based on hanger agreement which allows increase based on current CPI Fee increase baed on hanger agreement which allows increase based on current CPI	Fee increase based on hanger agreement which allows increase based on current CPI Fee increase baed on hanger agreement which allows increase	pased on current CPI Fee increase based on hanger agreement which allows increase based on current CPI	Fee increase baed on hanger agreement which allows increase based on current CPI	Fee increase based on hanger agreement which allows increase based on current CPI	Fee increase to reflect increased cost of card supplies	Fee increase to reflect increased cost of card supplies	Fee increase to reflect increase in security contract	Fee increase to reflect increase in security contract
New fee esta Technology 5	Fee increase based on cu increase based on cu Fee increase based on based on current CPI	Fee increase based o increase based on cu Fee increase based on based on current CPI	Fee increase based o increase based on cu Fee increase based on based on current CPI	Fee increase increase bas Fee increase	Pased on current CPT Fee increase based o increase based on cu	Fee increase baed on based on current CPI	Fee increase increase bas	Fee increase	Fee increase	Fee increase	Fee increase
\$76.00/hour	<b>\$122.00 month</b> <b>\$1,464.00 annual</b> \$222.00 month \$2.664.00 annual	<b>\$176.00 month</b> <b>\$2,112.00 annual</b> \$256.00 month \$3,072.00 annual	<b>\$284.00 month</b> <b>\$3.408.00 annual</b> \$113.00 month \$1,356.00 annual	\$88.00 month \$1,056.00 annual \$85.00 month	\$1,020.00 annual \$130.00 month \$1,560.00 annual	\$122.00 month \$1,464.00 annual	\$84.00 month \$1,008.00 annual	\$30.00 each	\$30.00 each	\$13.89 hour	\$15.50 hour
	<b>\$118.00 month</b> <b>\$1,298.00 annual</b> \$216.00 month \$2.376.00 annual	<b>5171.00 month</b> <b>51,881,00 annual</b> \$249.00 month \$2,739.00 annual	<b>\$276.00 month</b> <b>\$3,036.00 annual</b> \$110.00 month \$1,210.00 annual	\$85.00 month \$935.00 annual \$83.00 month	\$913.00 annual \$126.00 month \$1,298.00 annual	\$118.00 month \$1,298.00 annual	\$82.00 month \$902.00 annual	\$20.00 each	\$20.00 each	\$13.44 hour	\$14.99 hour
										advanced notice	ut > 8)
ecurity Officer									olacement)	h 48 hours or more	h 24 hours notice (b
Services for Information Technology Security Officer	Group 1 - Hangers #1 - 24 Group 2 - Hangers #25-27 and #29-30	<b>Group 3 - Hangers #32-36 and #38-42</b> Group 4 - Hangers #44-52 and #60-67	Group 5 Hangers #53, #54, and #57 Storage Hanger #28	Storage Hanger #37 Storage Hanger #43	Storage Hanger #58	Storage Hanger #59	Storage Hanger #68	Security Access Card (New)	Security Access Card Lost/Stolen (Replacement)	Uniformed Security hourly charge - with 48 hours or more advanced notice	Uniformed Security hourly charge - with 24 hours notice (but > 8)
Б	0 0 1.3	0 0	0 0	0 0	1.10	1.11 S	1.12 S		1.15 S	1.16 U	1.17 U

FY 14/15 Master Fee Schedule - Summary of Changes

Coue section & Department	6	Name of Fee	Old Fee	New Fee	Reason for Change
13.00.030	1.18	Buildings & Grounds hourly charge		\$41.60 hour	Fee increase to reflect overhead charges
Adiminstrative					
Continued	1.19	Custodial Services hourly charge	\$30.00 hour	\$34.15 hour	Fee increase to reflect overhead charges
13.00.042	21	Issuance of Public Marriage License	\$60.00	\$65.00	Fee increase due to increase of State's portion of disbursement
LIER RECORDER					
	2.2	Issuance of Confidential Marriage License	\$65.00	\$70.00	Fee increase due to increase of State's portion of disbursement
	S N	Issuance of Duplicate Marriage License	\$20.00	\$25.00	Fee increase due to increase of State's portion of disbursement
	т. <sup>С</sup>	en e La re			
	2.4	Amendment of Confidential Marriage Record after 1 year	\$20.00	\$23.00	Fee increase due to increase of State's portion of disbursement
	5	Flection Related Custom Benorts		\$15.00 per report	New Fee - provides machanism to offer election reports to the
	):				public and candidates
	2.6	Map CD	.50 per		Delete Fee - Revised to Map Image CD or Flash Drive
			image/\$15.00		
	2.7	Map Image CD or Flash Drive		\$20.00 up to 100 images	New Fee - previously "Map CD". New fee provides for more map images for lost cost per image
	2.8	Archival Map Images Hard Drive	<u> </u>	\$500.00	New Fee - provides all map images currently available loaded onto hard drive
13.00.052 Health Services	3.1 S	Kids in Safety Seats Program	\$0.00		Delete Fee - Program funding expended by June 2014
	3.2	Immunizations (Children)	\$10.00 to \$25.00**		Delete Fee - Children immunizations transferred to Peach Tree Clinic
	3.3	Miscellaneous Clinic Services Fee	\$20.00		Delete Fee - Clinic services no longer provided
	3.4	Drug Testing - Urine (12 Panel)	\$15.00		Delete Fee - Clinic services no longer provided
	3.5	Alcohol - Saliva (Single)	\$15.00		Delete Fee - Clinic services no longer provided
	3.6	Buprenorphine - Urine (Single)	\$15.00		Delete Fee - Clinic services no longer provided
	3.7	Immigration Medical Exam (includes Tuberculosis skin test)	\$175.00		Delete Fee - Clinic services no longer provided

FY 14/15 Master Fee Schedule - Summary of Changes

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Department	ð	Name of Fee	Old Fee	New Fee	Reason for Change
13.00.052	3.8		\$25.00		Delete Fee - Clinic services no longer provided
Health Services					
Continued					マンド・アイト・アンドの名称の「シート・アンドート」「ALINE ALINE」「ALINE」」「ALINE」」 Delete Econo Philippe acceleration and honory acceleration
	3.9	l etanus-Uiphtheria immunization (Adult) I dap	\$40.00		Delete Fee - Cillric Services no longer providen
	3.10	Hepatitis B Immunization (Each Visit-Aduit)	<b>200.00</b>		<b>Detet the - Clinic Services no forget provided</b>
					「「「「「「」」」「「「「「「」」」」「「「」」」」「「」」」「「」」」」」」
	3.11	Influenza (Adult and Children) Recommended Donation of \$10.00	\$10.00	\$10.00	Title Change - Add "Recommended Donation of \$10.00"
	3.12	After Hours Burial Permit (State Set Fee)	\$11.00	\$12.00	State fee increase effective January 2014
	3.13	Burial Permit (State Set Fee)	\$11.00	\$12.00	State fee increase effective January 2014
	3.14	Certificate (State Set Fee)	\$20.00	\$25.00	State fee increase effective January 2014
				~	
	3.15	Certified Copy of Birth Government Agency (State Set Fee)	\$14.00	\$19.00	State fee increase effective January 2014
	3.16	Certified Copy of Burial Permit (State Set Fee)	\$1.00	\$12.00	State fee increase effective January 2014
	3.17	Certified Copy of Death Certificate (State Set Fee)	\$16.00	\$21.00	State fee increase effective January 2014
				¢10.00	Clean for increase affination Increase 2044
	3.18	Certimed Copy of Fetal Death Certificate (State Set Fee)	\$13.00	\$16.00	State ree increase enecure January 2014
	3.19	Crossfile Sent Out (State Set Fee-\$3.00 to Receiving Agency)	\$14.00	\$16.00	State fee increase effective January 2014
13.00.056 Probation	4.1	Probation GPS Fee		\$5.00/day	New Fee - to cover costs associated with supervision of electronic monitoring devices for probationers
13.00.060 Treasurer	5.1	Card Room Table (Per Table)	\$180.00	\$180.00	Title Change - Add "Per Table"
	5.2	CD of Current Tax Roll	\$25.00	\$50.00	Fee increase to bring costs related to this function (labor and supplies) up to date
	5.3	CD of Prior Tax Roll (Delinquent)	\$25.00	\$50.00	Fee increase to bring costs related to this function (labor and supplies) up to date
	5.4	Copy Fee (Per Page)		\$0.25	New Fee - to include current County copy fee charges

# Code Section &

Department		Name of Fee	Old Fee	New Fee	Reason for Change
13.00.060 Treasurer Continued	5.5	13.00.060 5.5 Property Tax System Print Screen (Per Screen) Treasurer		\$0.50	New Fee - to cover costs associated with Property Tax System screen prints of property tax bill
	5.6	Postage, Mailing, Shipping & Handling		Actual Cost	New Fee - to cover actual costs incurred for mailings
	5.7	Research Fee (Per Hour-Increments of 15 Minutes)	\$30.00	\$40.00	Fee increase to bring labor labor costs related to this function up to date
	5.8	Unsecured Collections Rate (Per Hour-Increments of 15 Minutes)	\$30.00	\$35.00	Fee increase to bring labor labor costs related to this function up to date

ORDINANCE NO. \_\_\_\_\_

#### ORDINANCE REPEALING AND RE-ENACTING CHAPTERS 13.00.030, 13.00.042, 13.00.052, 13.00.056 AND 13.00.060 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE CODE

The following ordinances consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_\_, 2014, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

> John Nicoletti, Chairman 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:

By: ( Angil P. Morris-Jones, County Counsel

# 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. 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 13.00.030, 13.00.042, 13.00.052, 13.00.056 and 13.00.060 of the Yuba County Consolidated Fee Ordinance Code are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is 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.

	FEE
	FY 14/15
Information Technology	
Services for Data Sets, Programming, Maps, Reports,	\$65.00/hour
Services for Information Security Officer	\$76.00/hour
Copies of Electronic Files, Training, Support	(1 hour minimum)
Airport	
Hanger Rates	Month/Annual
Group 1 - Hangars #1-24	\$122.00 / \$1,464.00
Group 2 - Hangars #25-27 and #29-30	\$222.00 / \$2,664.00
Group 3 - Hangars #32-36 and #38-42	\$176.00 / \$2,112.00
Group 4 - Hangars #44-52 and #60-67	\$256.00 / \$3,072.00
Group 5 - Hangars #53, #54, and #57	\$284.00 / \$3,408.00
Storage Unit Rates	Month/Annual
Storage Hangar #28	\$113.00 / \$1,356.00
Storage Hangar #37	\$88.00 / \$1,056.00
Storage Hangar #43	\$85.00 / \$1,020.00
Storage Hangar #58	\$130.00 / \$1,560.00
Storage Hangar #59	\$122.00 / \$1,464.00
Storage Hangar #68	\$84.00 / \$1,008.00
Tie-Down Rates	Day/Month
Single Engine Tie-Down Fees	\$5.00/\$40.00
Light Twin Tie-Down Fees (up to 6,000 lbs)	\$6.00/\$45.00
Multi-Engine Tie-Down Fees (6,000 to 12,000)	\$8.00/\$50.00
Multi-Engine Tie-Down Fees (over 12,000 lbs)	\$10.00/\$55.00
Airport Use Permit/Off Airport Access Permit	Month/Annual
Commercial Use/Off-Field Access Permit	\$125.00/\$1,500.00
Non-Commercial Use/Off-Field Access Permit	\$65.00/\$780.00
T-Hangar Waiting List Application Fee	\$15.00/month
Late Fee(T-Hangar/Tie Downs/Building/Ground Leases)	
Unless otherwise noted in agreement, a late chage of \$25.00	\$39.00 each occur
per occurrence, plus 1.5% interest on the unpaid balance	
Non-Sufficient Fund Check Fee	\$35.00
Administrative Services	
Admin Services issued Security Cards	
Security Access Card (New)	\$30.00/each
Security Access Card (Renewal)	\$30.00/each
Security Access Card Lost/Stolen (Replacement)	\$30.00/each

#### Administrative Services - Code Section 13.00.030

NAME OF FEE		FEE FY 14/15
Meeting Room charge for non-County use	rs	
- evenings and weekend use	(\$200.00 max per day)	\$50.00/hour
- after hours / emergency call in; 2 hour m	in based on hourly rates	
noted below		
Uniformed Security hourly charge		Charge at actual cost
- with 48 hours or more advance notice		\$13.89 / hour
- with 24 hours notice (but > 8)		\$15.50 / hour
Buildings & Grounds hourly charge		\$41.60 / hour
- blended rate for chargeback when appro	priate	
- after hours / emergency call in; 2 hour m	inimum	
Custodial Services hourly charge		\$34.15 / hour
- blended rate for chargeback when appro	priate	
- after hours / emergency call in; 2 hour m		
Admin Services office hourly rate		\$34.00 / hour
- blended rate for chargeback when appro	priate	

## Administrative Services - Code Section 13.00.030

NAME OF FEE	FEE FY 14/15
Recording Fees	
Recording Fee 1st page - 8.5 x11	\$14.00
Each additional page - 8.5 x 11	\$3.00
Combined documents - each title	\$14.00
Recording Penalty - Any page not 8.5 x 11 all pages of document	
additional	\$3.00
Print Size Penalty	\$1.00
Additional indexing - each additional reference	\$1.00
Additional indexing - more than ten names	\$1.00
Release of lien recorded in error by Gov't Agency (except Federal Gov't)	No Fee
Involuntary Lien Notice (in addition to standard recording fee) - each	
debtor at different address	\$7.00
Recording full releases of Gov't Agency Liens (State, County & City except	
Federal Gov't)	\$12.00
Military Discharge	No Fee
Recording Financing Statements (1-2 pgs) - State Sets Fee	\$10.00
Recording Financing Statements (3 or more pgs) - State Sets Fee	\$20.00
Filing & Indexing paper not required by law to be recorded	\$6.00
Survey Monument Fund Fee	\$10.00
Documentary Transfer Tax	.55/per \$500.00
Preliminary 20 Day Notice	\$35.00
Preliminary 20 Day Notice each additional parcel or address	\$20.00
Preliminary Change of Ownership Report not filed at time of recording	\$20.00
Annual Internet Access Fee - Public Records	\$6,000.00
Vital Records Fees	
Certified Copy of Birth Certificate/Certificate of No Record/Info. Copy of	
Birth = State Sets Fee	Fee Set by State
Certified Copy of Birth Certificate - Public Agency Applicant - State Sets	
Fee	Fee Set by State
Certified Copy of Certificate of Marriage/Certificate of No Record of	
Marriage - State Sets Fee	Fee Set by State
Certified Copy of Certificate of Marriage - Pub Agency Appl - State Sets Fee	Eas Oat by Otata
Certified Copy of Death Record/Certificate of No Record/Info. Copy of	Fee Set by State
Death - State Sets Fee	Fee Set by State
Map Fees	
Recording Map Fee - 1st page	\$9.00
Recording Map Fee each additional page	\$2.00
Marriage Fees	\$2.00
	\$65.00
Issuance of Public Marriage License	\$65.00
Issuance of Confidential Marriage License	\$70.00
Issuance of Duplicate Marriage License	\$25.00
Amendment of Confidential Marriage Record after 1 year	\$23.00
Issuance of Declaration of Marriage	\$60.00
Civil Marriage by Commissioner	\$40.00
Credible Witness Affidavit (each)	\$5.00

NAME OF FEE	FEE FY 14/15
Office Witness Fee for Marriage Ceremony	\$20.00
After Hours Marriage License (Request for license after 4:45 p.m.)	\$25.00
Fictitious Business Name Filing Fees	
Fictitious Business Name Statement - 1 Business Name/Registrant	\$30.00
Each additional Fictitious Business at same location	\$5.00
Each additional Registrant operating under same name	\$5.00
Abandonment Statement	\$30.00
Withdrawal from Partnership Statement	\$30.00
Copy of Ficticious Business filings per month	\$10.00
Certified Copy of any statement on file re: ficticious business	\$3.00
Copy & Certification Fees	
Photographic Copy of public record	\$2.00
Each additional page	\$0.50
Photographic map copy - 1st page - 11x17 inches	\$2.50
Each additional map page - 11x17	\$1.00
Photographic map copy - 1st page - 18x26 inches	\$3.00
Each additional map page - 18x26	\$2.00
Certificate under Seal	\$2.50
Certified Copy of Service Discharge	No Fee
Conformed Copy - each (Limit 2)	\$1.00
Map Image CD or Flash Drive	\$20.00 up to 100 images
Archival Map Images Hard Drive	\$500.00
CD Recorded Images per month	\$400.00
Federal Lien Search Certificate - 1968 forward	\$10.00
Fax Charge Per Page	\$1.00
Miscellaneous Filing Fees	
Bond Filing (doesn't include recording fee)	\$13.00
Process Server Registration (Includes Bond Filing)	\$117.00
Professional Photocopier Registration (Includes Bond Filing)	\$182.00
(Includes Bond Filing)	\$107.00
(Includes Bond Filing)	\$182.00
Additional Process Server ID Card	\$10.00
Certification of Notary Signature	\$10.00
Certification of Official Capacity or Signature Authorization	\$10.00
Administrative Filing Fee - Environmental - Fee Set by State	Fee Set by State
Environmental Impact Report - Fee Set by State	Fee Set by State
Negative Declaration - Fee Set by State	Fee Set by State
Election Fees	
Registration of Voter	No Fee
Certified Copy of Voter Registration	\$3.00
Copy of Voter Index, per thousand names	\$2.00+\$5.00setup
Copy of Reports or Stmts, Political Reform Act per page	\$0.10
Preparing copies of any record per page	\$0.25

# Clerk-Recorder - Code Section 13.00.042
NAME OF FEE	FEE FY 14/15
Certifying Fee	\$2.50
Searching record or files, per year (Clerk Research)	\$20 hr-1/2 hr min
Copy of voter index on disc/tape	\$100.00
Additional Reports added to Voter Index CD	\$5.00 each
Labels	.05 ea+\$5.00 setup
Absentee Chase - Fax (Includes initial mailing on CD)	\$150.00
Absentee Chase - CD	\$50.00 per CD
Surety Power of Attorney Filings - 1st name	\$12.00
Surety Power of Attorney Filings - each additional name	\$6.00
Humane Officer Filing	\$5.00
Initiative - Notice of Intent to Circulate Petition - Filing Fee (EC 9103)	\$200.00
Candidate Statement	Actual Cost
Election Related Custom Reports	\$15.00 per report

# Clerk-Recorder - Code Section 13.00.042

## Health - Code Section 13.00.052

NAME OF FEE	FEE FY 14/15
Miscellaneous	
Copies of Medical Records (First four pages, no charge)	.25 per page
Medical Marijuana ID Card	\$126.00*
* Fee Reduced by Half if Medi-Cal Beneficiary	
Aids Court Mandated Class - Non-County Resident Fee	\$70.00
Public Health - Clinic Services	
Tuberculosis Skin Test	\$10.00 to \$25.00**
HIV Testing	\$15.00 to \$35.00**
Influenza (Adults and Children) Recommended Donation	\$10.00
Public Health - Vital Records	
After Hours Burial Permit (State Set Fee)	\$12.00
Burial Permit (State Set Fee)	\$12.00
Certified Copy of Birth Certificate (State Set Fee)	\$25.00
Certified Copy of Birth Government Agency (State Set Fee)	\$19.00
Certified Copy of Burial Permit (State Set Fee)	\$12.00
Certified Copy of Death Certificate (State Set Fee)	\$21.00
Certified Copy of Fetal Death Certificate (State Set Fee)	\$18.00
Certified Copy of Out of Country Letter (State Set Fee)	\$10.00
Crossfile Received (State Set Fee)	\$3.00
Crossfile Sent Out (State Set Fee-\$3.00 to Receiving Agency)	\$16.00
Public Health - California Childrens Services	
Annual Assessment Fee	\$20.00
Annual Enrollment Fee	\$60.00-\$1200.00**
* Fee Reduced by Half if Medi-Cal Beneficiary	
** Indicates a Sliding Fee Schedule	

## Probation - Code Section 13.00.056

NAME OF FEE	FEE FY 14/15
Pre-Sentence Reports	\$370.00
Probation Supervision	\$40.00/mo
Juvenile Hall Fee	\$15.00/day
Probation GPS Fee	\$5.00/day

NAME OF FEE	FEE FY 14/15
Business Licenses	
Amusement Business (Initial Filing Fee Non-Refundable)	\$300.00
Amusement Business (License Fee - Per Day)	\$200.00
Bingo (Annual Fee)	\$50.00
Cardroom (Initial Filing Fee Non-Refundable)	\$300.00
Cardroom (Annual Fee)	\$200.00
Cardroom Table (Per Table)	\$180.00
Dance (Initial Filing Fee Non-Refunable)	\$300.00
Dance (Annual Fee)	\$200.00
Firearms (Process Fee)	\$25.00
Junk Dealer and/or Scrap Metal (Initial Filing Fee Non-Refundable)	\$300.00
Junk Dealer and/or Scrap Metal (Annual Filing Fee)	\$200.00
Massage Establishment Change of Location Fee	Per Resolution
Peddler/Itinerant Merchant Business License (Initial Filing Fee Non-	
Refundable)	\$300.00
Peddler/Itinerant Merchant Business License (Annual Fee)	\$200.00
Picture Arcade	Per Resolution
Picture Arcade Employee License	Per Resolution
Second Hand Dealer and/or Pawn Broker (Initial Filing Fee Non-	<b>*</b> 222.00
Refundable)	\$300.00
Second Hand Dealer and/or Pawn Broker (Annual Fee) Second Hand Dealer and/or Pawn Broker(Charitable Purpose/ Non-Profit/Fixed	\$200.00
Location)	\$1.00
Miscellaneous	
Administrative Fee	\$16.00
CD of Current Tax Roll	\$50.00
CD of Prior Tax Roll (Delinquent)	\$50.00
Copy Fee (Per Page)	\$0.25
Property Tax System Print Screen (Per Screen)	\$0.50
DMV Hold for Delinquent Vessel Taxes	\$15.00
Duplicate Mobile Home Tax Clearance Certificate	\$30.00
Duplicate Release of Lien	\$20.00
Duplicate Tax Bill	\$1.50
Lot Line/Tenative Parcel Map (Per Parcel)	\$25.00
Postage, Mailing, Shipping & Handling	Actual Cost
Microfiche (Copy Per Parcel)	\$1.50
Power to Sell Fee (Secured Prior Year Roll)	\$35.00
Prior Year Payment Plan Fee (Secured & Unsecured)	\$50.00
Research Fee (Per Hour-Increments of 15 Minutes)	\$40.00
Returned Check Fee	\$35.00
Secured Delinguent Cost (2nd Installment Only)	\$20.00
Segregation of Tax Bill (Split into 2 Bills)	\$50.00
Segregation of Tax Bill (Each Additional Bill up to 4 Max)	\$50.00

# Treasurer - Code Section 13.00.060

NAME OF FEE	FEE FY 14/15
TSTM/Tract Map (Per Hour - Up to a Maximum of \$100.00 Per Parcel)	Time & Materials
Unsecured Collections Rate (Per Hour - Increments of 15 minutes)	\$35.00
Unsecured Reminder Notice (Per Assessment)	\$1.50

# The County of Yuba

134-14 BUILDING 749-5440 • Fax749-5616

CODE ENFORCEMENT 749-5455 • Fax 749-5424

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

**HOUSING & COMMUNITY SERVICES** 749-5460 • Fax 749-5464

> PLANNING 749-5470 • Fax 749-5434

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

**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



To: Yuba County Board of Supervisors

Kevin Mallen, CDSA Director From:

Date: April 1, 2014

Subject: Updating CDSA Fees for Services

## **Recommendation:**

Adopt 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 and make a finding that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA).

## **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.

## **Committee Action:**

The Land Use and Public Works Committee recommend approval.

## **Environmental Review:**

The adoption of this ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) and the CEQA Guidelines under Section 15273(a) pertaining to rates, tolls, fares, and charges necessary for meeting operational expenses.

## 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

# 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

NAMEOFFEE		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	
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

	CURRENT	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		
<del>50%</del> 25% if paid <del>31-60</del> 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.		

NAME OF FEE	UNIT	CURRENT FEE	BEGINNING July 1, 2014
		• • • • • • • •	
Processing/Intake Fee (Applies to all permits unless noted)	each	\$103.50	\$110.25
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		\$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	\$552.00	
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	houriy	\$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
		<b>*</b> ****	<b>.</b>
Masonry	each	\$379.50	\$404.25
Pre-Fabricated/Metal/Factory Made	each	\$207.00	\$220.50
		•	
Nechanical 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	+20 <b>,00</b>	\$73.50
Waste Grease Trap and/or Interceptor	each	\$34.50	\$36.75

	UNIT	CURRENT FEE	BEGINNING July 1, 2014
including its trap and vent.			
nstallation, alteration, or repair of <del>water</del> piping	each	\$34.50	\$36.75
and/or water treating equipment		·	
Gas Piping (per outlet)	each	<del>\$34.50</del>	
Electrical Apparatus Replacement	each		\$73.50
Temporary 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 <del>up to 1 h.p.</del> , 1/4 hr. minimum	each hourly	\$34.50	\$36.75
Motors over 1 h.p.	each	\$103.50	
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
Photovoltaic and/or solar system (Residential)	each	\$207.00	
Photovoltaic and/or solar system (Non-Residential) 2 hr. min.	hourly	<del>\$276.00</del>	
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	\$552.00	\$588.00
Antenna/Cell Tower/Windmill - replacement/add. apparatus	each	\$276.00	\$294.00
Signs (no electric)	each	\$241.50	\$257.25
Signs (with electric)	each	\$276.00	\$294.00
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 <del>/Spa Complete (up to 800 sf)</del>			
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.	<del>\$69.00</del>	
ank - Above Ground	each	\$379.50	\$404.25
ank - Below Ground	each	\$483.00	\$514.50
ence (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
ence (masonry) / Retaining Wall (all types)	up to 50 l.f.	\$345.00	\$367.50
Each additional 50 l.f.	ea add'l 50 I.f.	\$69.00	\$73.50
Prading Deview associated with a building normit. Building inspects	each	\$138.00	\$147.00
Brading Review associated with a building permit, Building inspects	each	\$138.00	φ147.00
when less than 1 acre, no more than 2' fill/cut and 50 cubic yards)	aaab	¢60.00	
WPPP Fee - for Grading Permit-	each	<del>\$69.00</del>	
Change of Ownership/Occupancy Permit	each	\$241.50	\$220.50

NAME OF FEE	UNIT	CURRENT	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'l payment or-			
credit towards inspection) prior to permit issuance.			
Plan Change <del>Concurrent w/Plan Check</del> , 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
Residential Inspection, 1 hr. minimum	hourly	\$138.00	\$147.00
Non-Residential Inspection, 2 hr. minimum	hourly	\$276.00	
When activity is not listed, number of hours will be			
estimated at time of permit issuance, tracked and			
then balance resolved (add'l payment or refund) prior to			
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			
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 ( <del>1/2</del> 50% cost of <del>current new</del> permit)	each	1/2 New Permit	50% Permit
Permit Reinstatement (Full cost of <del>current new</del> permit, < 5 yrs old)	each	Same as New Permit	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	\$138.00	\$147.00
	nouny	φ135.00	

	UNIT	CURRENT FEE	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 applicaton			
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	er which		
was erroneously paid or collected. The Building Official may authorize refunding of not mor		_	
fee paid when no work has been done under the permit issued in accordance with this code	. The Building Official may		
authorize refunding of not more than 80 percent of the plan review fee paid when an applica	ation for a permit for which a		
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 permitt			
the date of fee payment.			

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.	in CDSA, and fire sprished on a	Inkler fees. Plan chec	k on 3rd t. hourly rate.			
		CURRENT			BEGINNING 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
Per 100 sq. ft. (1,001 to 3,333 sq. ft.)	\$3 036 00	\$4.692.00	\$7,728.00	\$3.234.00	\$4.998.00	\$34.30
Per 100 sq. ft. over 10,000	\$6.90	\$9.20	\$16.10	\$7.35	\$9.80	\$17.15
A - T1**						
<ul> <li>Base Rate (up to 1,000 sq. ft.)</li> </ul>	\$552.00	\$1,380.00	\$1,932.00			
Per 100 cq. ft. (1,001 to 9,999 cq. ft.)	\$6.13	\$9.20	<b>\$</b> 15.33	¢304.00	EERO DU	\$883 M
Dor 100 cm 4 (500 sq. 1L)				\$0.28	\$18.57	\$27 R5
	\$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*						
Base Rate (up to 1,000 sq. ft.)	\$1,794.00	\$3,312.00	\$5,106.00	\$1,911.00	\$3,528.00	\$5,439.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.80	\$18.40	\$32.20	\$14.70	\$19.60	\$34.30
10,000 sq. ft.	\$3,036.00	\$4,968.00	\$8,004.00	\$3,234.00 \$7.25	\$5,292.00	\$8,526.00 \$17.45
Per 100 sq. Tt. over 10,000	06.0¢	07-6¢	\$10.10	CC. / ¢	00.94	CI.11¢
B - 11 Base Date (up to 1 000 sn # )	\$690.00	\$2 208 00	\$2 898 00			
Per 100 sq. 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*	*1 100 CO	50 DD	¢E 706 00	e1 357 00	e2 022 00	¢6 174 00
Der 100 er 4 /1 001 to 0 000 er 4 /	\$4,200.00	\$21.47	\$33,73 53	\$13.07	\$77 R7	\$35 93
10 000 co 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
E - Ti**						
Base Rate (up to 1,000 sq. ft.)	\$966.00	\$1,518.00	\$2,484.00			
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$12.27	\$18.40	6204 DO	¢ E B O O O	¢000 00
Base Kate (500 sq. rt.) Der 100 sn ft (501 to 9 999 sn ft )				\$13.93	\$23.21	\$37.14
	\$1,518.00	\$2,622.00	\$4,140.00	\$1,617.00	\$2,793.00	\$4,410.00
Per 100 sq. ft. over 10,000	\$3.07	\$6.13	\$9.20	\$4.64	\$5.80	\$10.44
F - Complete incl. MP&E*	00 000 0#	44 440 00	40 60 1 00	en 250.00	64 704 00	87 0E6 00
Base Kate (up to 1,000 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 **						
Base Rate (up to 1,000 cq. ft.)	\$1,104.00	\$1,932.00	\$3,036.00			
Per 100 59-11. (1,001 10 8,888 59-11.) Pase Date (500 sc ft )	10.14	\$10.73	\$10,40	00 <b>2</b> 94 00	\$588 OO	\$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
	#1 000 DD	42 0C1 DD	\$6 763 00	\$3 007 00	64 115 00	¢7 203 00
Base Rate (up to 1,000 sq. 11.) Per 100 sg. ft. (1 001 to 9,999 sg. ft.)	\$13.80	\$19.93	\$33.73	\$14.70	\$21.23	\$35.93
10,000 sq. ft.	\$4,140.00	\$5,658.00	\$9,798.00	\$4,410.00	\$6,027.00	\$10,437.00
Per 100 sq. ft. over 10,000	\$6.90	\$9.97	\$16.87	\$7.35	\$10.62	\$17.97

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.	/ithin CDSA, and fire sp im shall be charged on	rinkler fees. Plan chec a per hour basis at Dep	k on 3rd ot. hourly rate.			
		CURRENT FEE			BEGINNING July 1, 2014	-
NEW CONSTRUCTION PERMITS	and the second s					
BY OCCUPANCY CLASSIFICATION	PLAN CHECK		TOTAL	PLAN CHECK	INSPECTION	10IAL STATE
Base Rate (up to 1,000 sq. ft.)	\$1,656.00	\$1,932.00	\$3,588.00			
Per 100 cq. ft. (1,001 to 9,999 cq. ft.)	\$9.20	\$13.80	\$23.00	001004	eroo 00	00000
Base Kate (500 sq. ft.)				\$234.00	07 625	\$54.16
10,000 sq. ft.	\$2,484.00	\$3,174.00	\$5,658.00	\$2,646.00	\$3,381.00	\$6,027.00
Per 100 sq. ft. over 10,000	\$4.60	\$6.90	\$11.50	\$4.95	\$7.35	\$12.30
M - Complete incl. MP&E*						
Base Rate (up to 1,000 sq. ft.)	\$3,036.00	\$4,140.00	\$7,176.00	\$3,234.00	\$4,410.00	\$7,644.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$21.47	\$21.47 ¢6.072.00	\$42.93 \$11 040 00	\$22.87	\$22.87 46 A68 00	\$45.73 \$11 760 00
10,000 sg. n. Per 100 sg. ft. over 10 000	\$10.73	\$10.73	\$21.47	\$11.43	\$11.43	\$11,100.00
M - T1**						
Base Rate (up to 1,000 sq. ft.)	\$1,518.00	\$1,932.00	\$3,450.00			
- Per 100 eq. ft. (1,001 to 9,999 eq. ft.)	\$7.67	\$12.27	\$19.93			
Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
Per 100 sq. ft. (501 to 9,999 sq. ft.)	¢1 700 00	\$3 M36 M	6E 744 00	\$21.66	C8778	\$49.52 ef fee on
10,000 Sq. 11. Der 100 sq. ft. over 10 000	\$3.83	\$6.13	\$9.97	\$3.61	\$6.96	\$10.57
R-1 - Complete incl MP&F*						
Base Rate (up to 1.000 sq. ft.)	\$2,898.00	\$7,038.00	\$9,936.00	\$3,087.00	\$7,497.00	\$10,584.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$23.00	\$50.60	\$73.60	\$24.50	\$53.90	\$78.40
10,000 sq. ft.	\$4,968.00	\$11,592.00	\$16,560.00	\$5,292.00	\$12,348.00	\$17,640.00
Per 100 sq. ft. over 10,000	\$11.50	\$25.30	\$36.80	\$22.05	\$22.05	\$44.10
R-1 - Production (Mstr Planned)		00 000 14		00111	00 107 14	00000
Base Rate (up to 1,000 sq. ft.)	\$414.00	\$7,U38.00 \$50.60	\$7,452.00 \$50.60	\$0.00	\$431.00	\$6,938.00
10 000 sr. #	\$414.00	\$11 592 DD	\$12 DOR DD	\$441 DO	\$12 348 00	\$12 789 00
Per 100 sq. ft. over 10.000	\$0.00	\$25.30	\$25.30	\$0.00	\$22.05	\$22.05
R-1 - Ti						
Base Rate (up to 1,000 sq. ft.)	\$1,656.00	\$1,932.00	\$3,588.00			
Per 100 cq. ft. (1,001 to 9,999 cq. ft.)	\$9.20	\$12.27	\$21.47			
Base Rate (500 sq. ft.)				\$294.00	\$588.00 \$77.85	\$882.00
10,000 cd ft	\$2 484 00	\$3 036 00	\$5 520.00	\$2 646 00	\$3 234 00	\$5,880.00
Per 100 sq. ft. over 10,000	\$4.60	\$6.13	\$10.73	\$22.05	\$22.05	\$44.10
R-2 - Residential Care						
Base Rate (up to 1,000 sq. ft.)	\$1,794.00	\$1,932.00	\$3,726.00	\$1,911.00	\$2,058.00	\$3,969.00
Per 100 sq. n. (1,001 to 1,333 sq. n.)	041.40 00 000 00	40 808 M	\$5 106 00	\$2 352 DD	\$102.30 \$3.087.00	\$5 430 M
2,000 sq. it. Per 100 sq. ft. over 2,000	\$31.05	\$72.45	\$103.50	\$22.05	\$22.05	\$44.10
R-3 - Custom/Model		-				
1,000 sq.	\$828.00	\$1,932.00	\$2,760.00	\$882.00	\$2,058.00	\$2,940.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$27.60	\$27.60	\$55.20	\$29.40	\$29.40	\$58.80
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	\$20.10	\$ZU./U	\$41.40	\$22.05	CN:77¢	\$44.10
R-3 - Production (Mstr. Planned) Base Pate (un to 1 000 so ft )	\$414 DD	\$1 932 00	\$2 436 00	S441 00	\$2 058 00	\$2 594 87
ft. (1,001 to 1,5	\$0.00	\$27.60	\$27.60	\$0.00	\$29.40	\$29.40
	\$414.00	\$2,208.00	\$2,622.00	\$441.00	\$2,352.00	\$2,793.00
Per 100 sq. ft. over 2,000	\$0.00	\$20.70	\$20.70	\$0.00	\$22.05	\$22.05
R-3 - Factory Built (offsite)	\$414.00	¢1 104 00	\$1 518 DO	\$441.00	\$1 176 DD	\$1 617 DD
base kare (up to 1,000 sq. n.)	20.1.14	1,107,000	00.010,10	22.1440	91,14,00	41,011.VV

Attachment "A"

MEMO CONSTRUCTION FEARING FEAR INFO CAST NEW CONSTRUCTION FEARING FEAR INFO CAST FOR CONSTRUCTION FEARING FEAR INFO CAST FOR CONSTRUCTION FEARING FEAR INFO CAST FEAR INFO CAST FE	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.	hin CDSA, and fire spri shall be charged on a	inkler fees. Plan che t per hour basis at De	ck on 3rd spt. hourly rate.			
Matrix         FLAM CHECK         MISPECTION         TOTLL         PLAM CHECK         MISPECTION           27700         \$27.60         \$77.60         \$77.60         \$77.60         \$740.00         \$740.00           90.00         \$71.60         \$77.60         \$77.60         \$740.00         \$740.00         \$740.00           \$71.60         \$71.60         \$71.80         \$71.80         \$71.80         \$740.00         \$72.206         \$72.60 <t< th=""><th>「おいていた」「「「「「「」」」」、「「」」、「」、「」、「」、「」、「」、「」、「」、「」</th><th></th><th>CURRENT</th><th></th><th></th><th>BEGINNING July 1, 2014</th><th></th></t<>	「おいていた」「「「「「「」」」」、「「」」、「」、「」、「」、「」、「」、「」、「」、「」		CURRENT			BEGINNING July 1, 2014	
0.00         82760         87760         82760         82760         82760         82760         81400         81400         82366           816.00         80.00         80.00         80.00         80.00         822.05           8276.00         80.00         827.60         844.00         81.470.0         82.00           8276.00         8966.00         \$1.242.00         \$2.760         \$2.760         \$2.860           8276.00         \$5.200         \$1.8160         \$2.760         \$2.860         \$2.760           8276.00         \$5.200         \$1.8100         \$2.760         \$2.760         \$2.860           8276.00         \$5.200         \$5.200         \$2.860         \$2.760         \$2.860           8276.00         \$5.200         \$5.200         \$2.860         \$2.260         \$2.260           910.00         \$2.00         \$2.960         \$2.960         \$2.260         \$2.220           911.00         \$2.312.00         \$2.160         \$2.260         \$2.220         \$2.220           911.00         \$2.310         \$2.1610         \$2.226         \$2.220         \$2.220           911.00         \$2.312.00         \$2.1610         \$2.226         \$2.226         \$2.226 <th></th> <th>PLAN CHECK</th> <th>INSPECTION</th> <th>TOTAL</th> <th>PLAN CHECK</th> <th>INSPECTION</th> <th>TOTAL</th>		PLAN CHECK	INSPECTION	TOTAL	PLAN CHECK	INSPECTION	TOTAL
5414.00         \$1,290.00         \$1,240.00         \$241.00         \$1,470.00 $31,470.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,70.00$ $32,20.00$ $32,80.00$ <td>Per 100 sa. ft. (1.001 to 1.999 sa. ft.)</td> <td>\$0<sup>.</sup>00</td> <td>\$27.60</td> <td>\$27.60</td> <td>\$0.00</td> <td>\$29.40</td> <td>\$29.40</td>	Per 100 sa. ft. (1.001 to 1.999 sa. ft.)	\$0 <sup>.</sup> 00	\$27.60	\$27.60	\$0.00	\$29.40	\$29.40
5000         520,70         50.00         520,70         50.00         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         520,50         558,00         530,00 <td>2,000 sq. ft.</td> <td>\$414.00</td> <td>\$1,380.00</td> <td>\$1,794.00</td> <td>\$441.00</td> <td>\$1,470.00</td> <td>\$1,911.00</td>	2,000 sq. ft.	\$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
Hearth, Bearth, Start, Bearth, Start, Bearth, Start, Bearth, Start, Start, Bearth, Start, S	R-3 - Manufactured Home/Com. Coach						
-1-960-eq.h.),         \$2,760         \$2,760         \$2,760         \$2,760         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,8800         \$2,200         \$2,8800         \$2,200         \$2,8800         \$2,200         \$2,8800         \$2,200         \$2,200         \$2,200         \$2,200         \$2,200         \$2,200         \$2,200         \$2,200         \$2,2300         \$2,23200         \$2,200         \$2	<u>Base Rate (up to 1,000 sq. ft.)</u>	\$276.00	\$966.00	\$1,242.00			
QCC         S276.00         S1.242.00         S1.516.00         S1.242.00         S1.516.00         S588.00         S480.00         S588.00         S480.00         S588.00         S52.05         S589.00         S52.05         S589.00         S22.06         S588.00         S22.06         S588.00         S22.06         S52.00         S52.00 <th< td=""><td>Per 100 sq. ft. (1,001 to 1,999 sq. ft.)</td><td>\$0.00</td><td>\$27.60</td><td>\$27.60</td><td></td><td></td><td></td></th<>	Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$27.60	\$27.60			
QD         S0.00         \$20.70         \$20.70         \$294.00         \$298.00           xieling         \$276.00         \$552.00         \$294.00         \$298.00         \$296.00           1,969.84, ft)         \$1,450.00         \$254.00         \$234.00         \$234.00         \$234.00           0.0         \$345.00         \$103.50         \$1,160.00         \$2,34.00         \$234.00         \$2,34.00           0.0         \$345.00         \$310.00         \$310.00         \$313.00         \$1,450.00         \$2,34.00           0.0         \$310.00         \$2,056.00         \$310.00         \$2,056.00         \$2,205         \$2,205           0.0         \$310.00         \$3,10.73         \$10.32.00         \$3,24.00         \$2,205         \$2,205           0.00         \$1,50.00         \$1,380.00         \$1,380.00         \$3,24.00         \$2,266         \$2,24.00           0.00         \$1,61.70         \$2,346.00         \$1,360.00         \$2,34.00         \$2,06         \$2,06           0.00         \$1,61.70         \$2,346.00         \$1,07.3         \$1,61.70         \$2,980.00         \$2,01.2           0.00         \$1,01.70         \$2,346.00         \$1,07.3         \$1,61.70         \$2,34.00         \$2,01.2	<u> </u>	\$276.00	\$1,242.00	\$1,518.00			
xisting         x276.00         \$552.00         \$328.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$52.352.00         \$588.00         \$52.352.00         \$588.00         \$52.352.00         \$588.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.352.00         \$52.260         \$52	Per 100 sq. ft. over 2,000	\$0.00	\$20.70	\$20.70			
Grin         S24.50         S55.00         S13.600         S24.00         S98.00           1999 sq. ft.)         \$1,16,00         \$2,332.00         \$1,176,00         \$2,332.00         \$39.00           00         \$34.50         \$3,312.00         \$1,176,00         \$2,332.00         \$32.34.00         \$390.00           01         \$1,104.00         \$2,208.00         \$3,312.00         \$1,176,00         \$2,332.00         \$32.34.00         \$390.00           01         \$1,132.00         \$3,12.00         \$1,04.00         \$2,346.00         \$2,340.00         \$23.200           01         \$1,132.00         \$3,12.00         \$3,12.00         \$3,12.00         \$3,12.00         \$3,230.00           01         \$1,104.00         \$2,346.00         \$3,230.00         \$3,234.00         \$5,237           00         \$3,315.00         \$1,300.00         \$1,300.00         \$3,140.00         \$5,238.00           00         \$3,317.20         \$1,380.00         \$1,380.00         \$1,380.00         \$5,328.00         \$2,346.00           00         \$3,17.50         \$1,380.00         \$1,380.00         \$2,346.00         \$2,346.00         \$2,143.00           00         \$3,17.50         \$1,140.00         \$2,346.00         \$2,140.00	R-2 & R-3 - Additions to Existing						
1 399 sq. (1)         54500         532.00         54900         53800         53312.00         54900         53800         53312.00         53800         53312.00         53800         532.66         532.66         532.66         532.66         532.66         532.66         532.66         532.66         532.66         532.66         532.86         532.86         532.86         532.87         532.87         522.87         522.87         522.87         522.87         522.87         522.87         522.80         532.82         63.83         522.87         52.82         63.83         52.87         52.82         63.83         52.87         52.88         63.83         52.87         52.86         53.23         52.87         53.88         63.83         52.87         53.88         63.83         53.88         63.83         63.	Base Rate (up to 200 sq. ft.)	\$276.00	\$552.00	\$828.00	\$294.00	\$588.00	\$882.00
00         \$1,104,00         \$2,208,00         \$3,312,00         \$1,116,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,352,00         \$2,326,00         \$2,36	Per 100 sq. ft. (201 to 1,999 sq. ft.)	\$46.00	\$92.00	\$138.00	\$49.00	\$98.00	\$147.00
00         \$3450         \$600         \$10350         \$2205         \$2205         \$2205           154 ft         \$1633         \$1633         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$22817         \$5133         \$51477         \$533600         \$516800         \$522817         \$516817         \$516817         \$516817         \$516817         \$516817         \$516817         \$516817         \$5168100         \$551612         \$5175         \$515150         \$51755         \$51755         \$51755         \$518170         \$55175         \$5161700         \$558100         \$55175         \$5161700         \$558100         \$55175         \$5161700         \$558100         \$55175         \$5161700         \$558100         \$55175         \$5161700         \$558100	2,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00	\$1,176.00	\$2,352.00	\$3,528.00
9 (1)         51,332,00         51,333         52,147         53,680         53,234,00         53,234,00         53,234,00         53,234,00         53,234,00         53,234,00         53,234,00         53,234,00         53,234,00         53,236,00         53,232,00         53,232,00         53,232,00         53,232,00         53,237,00         53,132,00         53,141,00         53,161,00 </td <td>Per 100 sq. ft. over 2,000</td> <td>\$34.50</td> <td>\$69.00</td> <td>\$103.50</td> <td>\$22.05</td> <td>\$22.05</td> <td>\$110.25</td>	Per 100 sq. ft. over 2,000	\$34.50	\$69.00	\$103.50	\$22.05	\$22.05	\$110.25
Rate (up to 1,000 se, ft.)         51,922,00         53,056,00         52,058,00         52,058,00         52,058,00         52,234,00         52,240,00           0.03 et, ft. (not to 9,999 st. ft.)         \$3,15,33         \$3,15,33         \$5,14,70         \$5,14,70         \$5,298,00         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,20,20         \$5,298,00         \$5,20,20         \$5,	S - Complete incl. MP&E*						
(00 at fi (1001 to 9996 at fi)         \$15.33         \$2.147         \$36800         \$16.33         \$2.267         \$2.220           00 at fi         \$3.312.00         \$3.312.00         \$3.32000         \$3.529.00         \$3.529.00         \$3.529.00         \$3.529.00         \$3.529.00         \$3.529.00         \$3.529.00         \$3.539.00         \$5.230         \$5.13         \$5.2400         \$5.2900	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
On st, ft.         S3.312.00         \$4.966.00         \$1.07.3         \$1.0.00         \$3.17         \$1.1.3	Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$15.33	\$21.47	\$36.80	\$16.33	\$22.87	\$39.20
(00 sq, fl. corer 10,000         \$7.67         \$16.73         \$18.40         \$8.17         \$11.43           Flame (up to 1,000 sq. fl.)         \$56.00         \$13.380.00         \$2.346.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$50.13         \$10.47         \$51.35         \$594.00         \$55.200         \$50.00         \$13.380.00         \$52.46.00         \$13.380.00         \$55.200         \$50.00         \$10.51         \$50.00         \$10.51         \$50.00         \$13.380.00         \$2.490.00         \$2.490.00         \$2.490.00         \$2.55.00         \$50.12         \$2.940.00         \$2.55.00         \$50.12         \$2.490.00         \$2.55.00         \$50.12         \$2.490.00         \$2.55.00         \$50.12         \$2.490.00         \$2.55.00         \$50.12         \$2.490.00         \$2.55.00         \$50.12         \$2.56.00         \$51.75         \$5	10,000 sq. ft.	\$3,312.00	\$4,968.00	\$8,280.00	\$3,528.00	\$5,292.00	\$8,820.00
Rate (up to 1,000 eq. ft.)         \$506.00         \$1,380.00         \$2,346.00         \$588.00           Fate (500 eq. ft.)         \$6.13         \$10.73         \$16.87         \$294.00         \$588.00           Fate (500 eq. ft.)         \$6.13         \$10.73         \$16.87         \$294.00         \$588.00           Fate (500 eq. ft.)         \$5.13         \$10.73         \$16.87         \$294.00         \$588.00           Fate (500 eq. ft.)         \$1518.00         \$2.346.00         \$16.77         \$2.340.00         \$588.00           Fate (500 eq. ft.)         \$1518.00         \$3.367         \$3.45         \$3.56         \$5.75           Olo eq. ft.         \$10.50         \$3.307         \$5.37         \$8.43         \$3.46         \$5.75           Olo eq. ft.)         \$3.307         \$5.37         \$8.43         \$3.46         \$5.75           Olo eq. ft.)         \$17.50         \$5.360         \$147.00         \$5.46.00         \$147.00           Olo eq. ft.         \$17.50         \$5.46.00         \$147.00         \$5.96.00         \$5.96.00           Olo eq. ft.         \$17.50         \$5.15         \$5.16.00         \$5.16.00         \$5.16.00           Olo eq. ft.         \$17.50         \$5.15         \$5.16.00	Per 100 sq. ft. over 10,000	\$7.67	\$10.73	\$18.40	\$8.17	\$11.43	\$19.60
t         \$966.00         \$1,380.00         \$2,346.00         \$16.87         \$234.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$588.00         \$58.37         \$58.43         \$5.37         \$58.43         \$5.346         \$5.37         \$58.43         \$5.346         \$55.37         \$58.43         \$53.46         \$55.37         \$58.43         \$53.46         \$55.37         \$58.43         \$53.46         \$55.46         \$51.176         \$53.46         \$55.75         \$53.46         \$55.75         \$58.60         \$51.176         \$53.46         \$55.75         \$53.46         \$57.75         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.61         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76         \$51.76	S - TI**						
$e_1$ $s_{0.13}$ $s_{10/73}$ $s_{16,87}$ $s_{294.00}$ $s_{588.00}$ $q$ $s_{1.518.00}$ $s_{1.518.00}$ $s_{2.346.00}$ $s_{1.13.00}$ $s_{20.12}$ $q$ $s_{1.518.00}$ $s_{5.37}$ $s_{8.43}$ $s_{3.07}$ $s_{5.37}$ $q$ $s_{1.380}$ $s_{5.37}$ $s_{8.43}$ $s_{3.48}$ $s_{5.75}$ $q$ $s_{310}$ $s_{5.37}$ $s_{8.43}$ $s_{3.48}$ $s_{5.75}$ $q$ $s_{1726}$ $s_{51.76}$ $s_{14.700}$ $s_{51.76}$ $s_{51.76}$ $q$ $s_{1726}$ $s_{14.600}$ $s_{1.76.00}$ $s_{18.36}$ $s_{5.75}$ $s_{1726}$ $s_{17.26}$ $s_{16.00}$ $s_{14.700}$ $s_{16.30}$ $s_{1.76.00}$ $s_{16.0}$ $s_{11.04.00}$ $s_{1.756}$ $s_{18.36}$ $s_{5.75}$ $s_{1.76.00}$ $s_{16.1}$ $s_{10.4}$ $s_{10.4}$ $s_{10.4}$ $s_{10.30}$ $s_{1.76.00}$ $s_{1.76.00}$ $s_{10}$ $s_{10.0}$ $s_{10.0}$ $s_{10.3}$	<u>Base Rate (up to 1,000 sq. ft.)</u>	\$966.00	\$1,380.00	\$2,346.00			
q. ft)         \$294.00         \$588.00           q. ft)         \$1,518.00         \$2,346.00         \$3,864.00         \$13,93         \$20.12           \$3.07         \$5.37         \$8.43         \$1,393         \$20.12         \$288.00           \$3.07         \$5.37         \$8.43         \$3,348         \$5.37         \$8.43         \$5.37           \$3.07         \$5.37         \$8.43         \$3,348         \$5.37         \$8.43         \$5.348         \$5.75           \$3.07         \$5.37         \$8.43         \$3.348         \$5.37         \$8.43         \$5.75         \$5.75           \$3.07         \$5.37         \$8.43         \$5.348         \$5.36         \$5.75         \$5.75           \$4.14.00         \$1.104.00         \$1.104.00         \$1.41.00         \$1.176.00         \$1.36.75           \$5.175         \$2.188         \$9.19         \$18.36         \$5.010         \$1.176.00           \$6.1         \$1.04.00         \$1.164.00         \$1.164.00         \$1.164.00         \$1.163.00           \$5.1755         \$2.288         \$9.19         \$1.163.00         \$1.163.00         \$1.163.00           \$6.1         \$1.000         \$2.146.00         \$1.416.00         \$1.4100         \$1.83.00 <td>Per 100 eq. ft. (1,001 to 9,999 eq. ft.)</td> <td>\$6.13</td> <td>\$10.73</td> <td>\$16.87</td> <td></td> <td></td> <td></td>	Per 100 eq. ft. (1,001 to 9,999 eq. ft.)	\$6.13	\$10.73	\$16.87			
q. ft.)         \$1,518.00         \$2,346.00         \$13.33         \$20.12           8.307         \$5.37         \$8.43         \$3.46         \$5.75         \$2.499.00           8.307         \$5.37         \$8.43         \$3.46         \$5.75         \$5.499.00           9.11         \$1,518.00         \$55.37         \$8.43         \$3.46         \$5.75         \$5.499.00           9.11         \$17.25         \$3.450         \$551.75         \$14.700         \$5575         \$5.58           9.11         \$17.25         \$3.450         \$51.76         \$14.00         \$1.16.00         \$1.76.00         \$58.67           9.11         \$11.25         \$3.450         \$51.56         \$18.38         \$53.67         \$1.16.00         \$1.16.00           9.11         \$1.16.00         \$1.16.00         \$1.66.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00           9.11         \$1.04.00         \$1.518.00         \$1.51.00         \$51.38         \$53.67         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00         \$1.16.00	Base Rate (500 sq. ft.)				\$294.00	\$588.00	\$882.00
\$1516.00         \$2.346.00         \$3.64.00         \$1617.00         \$2.499.00           a, ft)         \$3.07         \$5.37         \$8.43         \$3.49         \$5.75           a, ft)         \$125         \$5.37         \$8.43         \$3.46         \$5.75           b, ft)         \$1725         \$5.34.50         \$51.75         \$147.00         \$5.75           b, ft)         \$1725         \$53.450         \$51.76         \$18.38         \$5.75           b, ft, ft)         \$1725         \$53.450         \$176.00         \$1.76.00         \$1.76.00           b, ft, ft)         \$1725         \$25.88         \$9.19         \$1.76.00         \$1.76.00           b, ft, ft, ft, ft, ft, ft, ft, ft, ft, ft	Per 100 sq. ft. (501 to 9,999 sq. ft.)				\$13.93	\$20.12	\$34.04
(1)         \$3.37         \$6.37         \$6.43         \$3.48         \$5.75           9, ft)         \$17.25         \$3.450         \$51.75         \$147.00         \$588.00           9, ft)         \$17.25         \$3.450         \$51.75         \$18.38         \$36.75           9, ft)         \$17.25         \$34.50         \$51.75         \$18.38         \$36.75           0         \$17.25         \$17.600         \$17.600         \$17.600         \$17.600           10         \$16.56.00         \$27.400         \$51.76         \$18.38         \$36.75           10         \$16.56.00         \$27.6000         \$4.416.00         \$1.76.00         \$1.76.00           10         \$16.56.00         \$27.47         \$30.67         \$39.19         \$18.38         \$36.75           10         \$35.20         \$21.47         \$30.67         \$39.80         \$21.47         \$30.67         \$39.80         \$22.87           11         \$32.450         \$10.73         \$15.33         \$4.90         \$11.43         \$11.43           11         \$33.450         \$10.73         \$15.33         \$4.90         \$11.43         \$11.43           11         \$33.450         \$15.33         \$4.50         \$31.03	10,000 sq. ft.	\$1,518.00	\$2,346.00	\$3,864.00	\$1,617.00	\$2,499.00	\$4,116.00
q. t.)         \$138.00         \$552.00         \$690.00         \$147.00         \$598.00         \$598.00         \$598.00         \$598.75         \$508.75         \$508.75         \$508.75         \$508.75         \$508.75 <t< td=""><td>Per 100 sq. ft. over 10,000</td><td>\$3.07</td><td>\$5.37</td><td>\$8.43</td><td>\$3.48</td><td>\$5.75</td><td><b>\$</b>9.23</td></t<>	Per 100 sq. ft. over 10,000	\$3.07	\$5.37	\$8.43	\$3.48	\$5.75	<b>\$</b> 9.23
(1)         \$138.00         \$552.00         \$690.00         \$147.00         \$588.00           9, (1)         \$17.25         \$34.50         \$51.75         \$147.00         \$588.00           9, (1)         \$414.00         \$17.25         \$34.50         \$51.76         \$1.76.00         \$1.76.00           9, (1)         \$86.53         \$17.25         \$52.88         \$93.19         \$1.76.00         \$1.76.00           9, (1)         \$51.51         \$52.88         \$93.19         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00           9, (1)         \$51.55.00         \$51.518.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00         \$1.74.00         \$1.74.30         \$1.4.33         \$1.4.33         \$1.4.33         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50         \$1.4.50	U - Complete incl. MP&E*						
q. ft.)         \$17.25         \$34.50         \$51.75         \$18.33         \$35.75           q. ft.)         \$17.25         \$34.50         \$1.104.00         \$1.16.00         \$1.16.00           \$8.63         \$1.725         \$25.88         \$9.19         \$18.33           \$8.63         \$1.725         \$25.88         \$9.19         \$18.38           \$8.63         \$1.725         \$25.88         \$9.19         \$18.38           \$8.63         \$1.76.00         \$1.76.00         \$1.76.00         \$1.76.00           \$8.63         \$21.47         \$30.67         \$9.19         \$18.38           \$9.10         \$51.66.00         \$21.47         \$30.67         \$51.890         \$52.940.00           \$9.1         \$51.65.00         \$21.47         \$30.67         \$51.890         \$52.940.00           \$9.1         \$53.667         \$51.66.00         \$51.76.00         \$51.76         \$51.38           \$9.10         \$51.33         \$16.30         \$51.46.00         \$51.490         \$52.817           \$9.10         \$53.46.00         \$51.630         \$51.533         \$41.90         \$51.433           \$9.10         \$51.533         \$51.533         \$51.90         \$51.433         \$51.433 <tr< td=""><td>Base Rate (400 sq. ft.)</td><td>\$138.00</td><td>\$552.00</td><td>\$690.00</td><td>\$147.00</td><td>\$588.00</td><td>\$735.00</td></tr<>	Base Rate (400 sq. ft.)	\$138.00	\$552.00	\$690.00	\$147.00	\$588.00	\$735.00
5414.00         \$1.104.00         \$1.518.00         \$441.00         \$1.176.00           \$8.63         \$1.725         \$25.88         \$9.19         \$1.76.00           \$8.63         \$17.25         \$25.88         \$9.19         \$18.38           \$8.63         \$17.25         \$25.88         \$9.19         \$18.36           \$8.63         \$17.55         \$25.88         \$9.19         \$18.36           \$8.00         \$2.147         \$30.67         \$9.80         \$2.287           \$9.20         \$21.47         \$30.67         \$9.80         \$2.287           \$9.20         \$2.147         \$30.67         \$9.80         \$2.287           \$0.00         \$4.60         \$21.47         \$30.67         \$9.80         \$2.287           \$0.0173         \$51.533         \$4.90         \$1.43         \$1.43           \$0.017         \$3.450.00         \$4.16.00         \$51.550         \$4.143           \$0.01         \$3.450.00         \$4.16.00         \$51.500         \$4.90         \$51.43           \$0.01         \$3.450.00         \$4.16.00         \$51.500         \$51.43         \$51.43           \$0.01         \$51.52         \$51.500         \$51.43         \$51.63.00         \$51.55	Per 100 sq. ft. (401 to 1,999 sq. ft.)	\$17.25	\$34.50	\$51.75	\$18.38	\$36.75	\$55.13
\$6.53         \$17.25         \$25.88         \$9.19         \$18.36           0         \$1,5600         \$2,76000         \$4,41600         \$1,76400         \$2,940.00           \$9.20         \$2,147         \$30.67         \$9.80         \$2,287         \$2,287           \$9.20         \$2,147         \$30.67         \$9.80         \$2,287         \$2,287           \$9.20         \$2,147         \$30.67         \$9.80         \$2,287         \$2,287           \$9.20         \$2,147         \$30.67         \$3,880         \$2,287         \$2,287           \$0.00         \$2,4600         \$10,73         \$15,33         \$4,90         \$11,43           nucture only         \$3,450.00         \$4,60         \$11,43         \$11,43           nucture only         \$3,450.00         \$4,60         \$11,43         \$11,43           \$10         \$3,450.00         \$4,60         \$11,43         \$11,43           \$10         \$3,450.00         \$4,60         \$11,43         \$11,43           \$11,43         \$11,53         \$13,52         \$31.03         \$11,43           \$10         \$15,200         \$14,57         \$2,64.00         \$15,52           \$10         \$12,282.00         \$14,57	2,000 sq. ft.	\$414.00	\$1,104.00	\$1,518.00	\$441.00	\$1,176.00	\$1,617.00
0         \$1,656,00         \$2,760,00         \$4,416,00         \$1,764,00         \$2,940,00         \$2,940,00         \$2,940,00         \$2,810         \$2,2187         \$2,810         \$2,2187         \$2,810         \$2,2187         \$2,2287         \$2,2287         \$2,2287         \$2,2287         \$2,2287         \$2,2283         \$2,4,333	Per 100 sq. ft. over 2,000	\$8.63	\$17.25	\$25.88	\$9.19	\$18.38	\$27.56
(h)         \$1,656.00         \$2,760.00         \$4,416.00         \$1,764.00         \$2,287         \$2,240.00           99 q, ft)         \$3,20         \$21,47         \$30.67         \$3,8.80         \$2,287         \$2,287           99 q, ft)         \$2,480.00         \$1,776.00         \$1,765.00         \$2,490.00         \$2,287           99 q, ft)         \$2,480.00         \$10,73         \$15,53         \$2,646.00         \$1,498.00           \$4,60         \$10,73         \$16,53         \$1,490         \$11,43         \$1,490         \$11,43           structure only         \$3,450.00         \$10,73         \$15,53         \$4,900         \$11,43         \$1,430           \$1,0         \$3,450.00         \$4,002.00         \$7,452.00         \$3,6133         \$3,51,133         \$3,51,133           \$1,0         \$2,453         \$2,613         \$3,5513         \$3,51,133         \$3,11,33         \$3,11,33           \$1,0         \$2,455.00         \$1,457         \$5,520         \$5,663.00         \$7,56.00         \$7,56.00         \$7,56.00         \$7,56.00         \$7,56.00         \$1,457         \$2,66.13         \$3,103         \$3,103         \$3,103         \$3,103         \$3,103         \$3,103         \$3,103         \$3,103         \$3,103<	Shell - non U or R structure only						
96 sq. ft.)         \$9.20         \$7.147         \$30.67         \$9.80         \$22.87           99 sq. ft.)         \$2.484.00         \$4.692.00         \$7,176.00         \$2.646.00         \$4.998.00           \$1.073         \$16.33         \$16.33         \$4.90         \$11.43         \$11.43           \$1.074         \$10.73         \$16.53         \$16.53         \$4.90         \$11.43           \$1.074         \$3.450.00         \$10.73         \$15.33         \$4.90         \$11.43           \$1.073         \$10.73         \$16.53         \$16.53         \$11.43         \$11.43           \$1.074         \$3.450.00         \$4.002.00         \$1.452         \$26.13         \$31.03           \$0 sq. ft.)         \$2.453         \$2.913         \$53.67         \$2.6.13         \$31.03           \$0 sq. ft.)         \$2.6.68         \$12.27         \$14.57         \$2.6.83         \$16.60         \$16.60           \$1.2.27         \$14.57         \$2.6.83         \$13.07         \$15.52         \$16.66         \$16.52           \$2.2.13         \$13.07         \$15.52         \$16.52         \$16.52         \$16.55         \$16.55           \$2.6.13         \$13.07         \$15.52         \$16.55         \$16.55	Base Rate (up to 1,000 sq. ft.)	\$1,656.00	\$2,760.00	\$4,416.00	\$1,764.00	\$2,940.00	\$4,704.00
\$2,484.00         \$4,692.00         \$7,176.00         \$2,646.00         \$4,998.00           \$10,73         \$16,33         \$4,90         \$1143           \$11,43         \$10,73         \$15,33         \$4,90         \$1143           \$10,73         \$16,533         \$4,90         \$1143         \$11,43           \$11,43         \$10,73         \$16,533         \$4,90         \$1143           \$10,73         \$16,50         \$11,43         \$11,43         \$11,43           \$10,73         \$16,50         \$1,450         \$14,50         \$11,43           \$10,80         \$10,200         \$1,450         \$14,50         \$12,512         \$13,07           \$10,200         \$12,282.00         \$14,57         \$26,63         \$10,550         \$10,552           \$11,227         \$14,57         \$26,63         \$13,07         \$15,52         \$16,52           \$11,227         \$14,57         \$26,633         \$13,07         \$15,52         \$16,552           \$11,552         \$14,57         \$26,683         \$13,07         \$15,52         \$16,552           \$11,66         \$14,57         \$26,683         \$13,07         \$15,52         \$16,552	Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$9.20	\$21.47	\$30.67	\$9.80	\$22.87	\$32.67
\$4.60         \$10.73         \$15.33         \$4.90         \$11.43         \$11.43           structure only         \$3.675.00         \$10.73         \$15.33         \$4.90         \$11.43         \$11.43           ft.)         \$3.450.00         \$4.002.00         \$7.452.00         \$3.675.00         \$4.263.00         \$4.263.00         \$4.025.00         \$5.661.33         \$3.675.00         \$4.263.00         \$4.025.00         \$4.056.00         \$4.056.00         \$4.056.00         \$4.056.00         \$4.056.00         \$4.055.00         \$4.056.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00         \$4.055.00	10,000 sq. ft.	\$2,484.00	\$4,692.00	\$7,176.00	\$2,646.00	\$4,998.00	\$7,644.00
structure only         \$3,450.00         \$4,002.00         \$7,452.00         \$3,675.00         \$4,263.00           0.)         \$24.53         \$29,13         \$53.67         \$26.13         \$4,263.00           99 sq. ft.)         \$24.53         \$29,13         \$53.67         \$26.13         \$3,103           99 sq. ft.)         \$55.68.00         \$6,624.00         \$12,292.00         \$7,066.00         \$7,066.00           \$12.27         \$14.57         \$12,282.00         \$13.07         \$15.52         http://dot.org/tice	Per 100 sq. ft. over 10,000	\$4.60	\$10.73	\$15.33	\$4.90	\$11.43	\$16.33
(t)         \$3,450.00         \$4,002.00         \$7,452.00         \$3,675.00         \$4,263.00         \$5,663.00         \$5,663.00         \$5,066.00         \$5,0	Concrete Tilt Up - non U or R structure only						
\$24.53         \$29.13         \$53.67         \$26.13         \$31.03         \$31.03           \$5,668.00         \$6,624.00         \$12,222.00         \$6,027.00         \$7,056.00         \$7,056.00           \$12.27         \$14.57         \$26.83         \$13.07         \$15.52         \$15.52	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
\$5,658.00         \$6,624.00         \$12,282.00         \$6,027,00         \$7,056.00           \$12,27         \$14,57         \$26,83         \$13.07         \$15.52	Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$24.53	\$29.13	\$53.67	\$26.13	\$31.03	\$57.17
\$12.27 \$14.57 \$26.83 \$13.07 \$15.52	10,000 sq. ft.	\$5,658.00	\$6,624.00	\$12,282.00	\$6,027.00	\$7,056.00	\$13,083.00
MP&E - Mechanical, Plumbing & Electrical     **T1 - Tenant Improvement, multiple discipline	Per 100 sq. ft. over 10,000	\$12.27	\$14.57	\$26.83	\$13.07	\$15.52	\$28.58
•MP&E - Mechanical Plumbing & Electrical • • • • • • • • • • • • • • • • • • •							
**11 - Tenant Improvement, muttiple discipline	*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	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 Fee	\$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 Plan Amendment/Change of Zone/Plan Amendment			
Fewer than 100 Residential Units or 10 acres non-residential/mixed use	27 hours + hours	\$3,726.00	\$3.050.00
	27 hours + hourly		\$3,969.00
Over 100 Residential Units or 10 acres non-residential/mixed use	40 hours + hourly	\$5,520.00	\$5,880.00
Specific Plan (Area Plan (Community Plan (Meater Plan	75 hours I hourby	¢10.250.00	¢11.005.00
Specific Plan/Area Plan/Community Plan/Master Plan	75 hours + hourly	\$10,350.00	\$11,025.00
Development Agreement		<b>*</b> 0 700 00	<b>*</b> 2 040 00
	20 hours + hourly	\$2,760.00	\$2,940.00
Development Agreement Annual Review	6 hours + hourly	\$828.00	\$882.00
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			
Environmental Review: Initial Study + Exemption	2.5 hours + hourly	\$345.00	\$367.50
Environmental Review: Initial Study/Negative Declaration	7 hours + hourly	\$966.00	\$1,029.00
Environmental Review: Initial Study/Mitigated Negative Declaration	15 hours + hourly	\$2,070.00	\$2,205.00
No Required Planning Entitlement			
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 / Parcel Related			
Tentative Parcel Map	20 hours + hourly	\$2,760.00	\$2,940.00
Revise Approved TPM	6 hours + hourly	\$828.00	\$882.00
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
Tantativa Man Extansion	2 hours though	\$276.00	
Tentative Map Extension	2 hours + hourly	\$276.00 \$828.00	¢992.00
Revise Approved Tentative Map (includes adding phases)	6 hours + hourly	\$828.00	\$882.00
Final Map & Improvement Plan Review - Parcel Map	4 hours + hourly	\$552.00	\$588.00
Final Map & Improvement Plan Review - Pacer Map	7 hours + hourly	\$966.00	\$1,029.00
			φ1,020.00
Lot Line Adjustment	2.5 hours + hourly	\$345.00	\$367.50
Reversion to Acreage	5 hours + hourly	\$690.00	\$735.00
		<b>4000</b> ,00	<b>\$100.00</b>

## Planning - Code Section 13.20.300

		CURRENT	BEGINNING
NAME OF FEE		FEE	July 1, 2014
Zoning 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	
Design Review (Individual Lot/Building)	8 hours + hourly	\$1,104.00	\$1,176.00
Master Design Review (Shopping Centers & Complexes)	18 hours + hourly	\$2,484.00	\$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
		<u> </u>	<u><u> </u></u>
Pre-Application Meeting (Planning Department)	hourly	\$138.00	\$147.00
Sign Permit Review	1 hour + hourly	\$138.00	\$147.00
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
Variance: Minor/Parking/Signs	12 hours + hourly	\$1,656.00	\$1,764.00
Variance: Major	20 hours + hourly	\$2,760.00	\$2,940.00
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	\$138.00	\$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	<del>\$69.00</del>	
Aulti-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
Site Review (Per Inspection)	hourly	\$138.00	\$147.00

## Planning - Code Section 13.20.300

NAME OF FEE	UNIT	CURRENT	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	\$ <u>147.00</u>
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 or new cell tower	3.5 hours + hourly	\$483.00	\$51 <u>4.50</u>
Communication Facilities			
New Cell Tower	3.5 hours + hourly		\$51 <u>4.50</u>
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	\$13 <u>8</u> .00	<u>\$147.00</u>
Landscape Review & Inspection	(Transferred from Pub	lic 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.			

	CURRENT	BEGINNING
NAME OF FEE	FEE	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

	CURRENT FEE	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

NAME OF FEE	CURRENT	BEGINNING 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		
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

NAME OF FEE		BEGINNING 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		\$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 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
Land Use (Land Use fees are initial + hourly over base)		
Land Division Septic/Well - up to 4 lots	\$414.00	\$441.00
Land Division Septic/Well - 5 or more lots (+\$35 per lot )	\$690.00	\$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

NAME OF FEE	CURRENT FEE	BEGINNING July 1, 2014
Temporary Use Permit & Miscellaneous Review/Services	\$138.00/hour	\$147.00/hour
Plan Review/Site Review/Pre-application review fees	\$138.00/hour	\$147.00/hour
Other Services & Fees		
Field Sample	Lab cost+\$207.00	Lab cost+\$220.50
Bring-In Water Sample	Lab cost + \$34.50	Lab cost + \$36.75
Plan Review/Site Review	\$138.00/hour	\$147.00/hour
Administrative, Permit Suspension, Revocation Hearings	\$414.00	\$441.00
Administrative time for enforcement activities	\$138.00/hour	\$147.00/hour
All Reinspections	\$138.00/hour	\$147.00/hour
Verified Complaint	\$138.00/hour	\$147.00/hour
Variance/Exemption/Waiver Request - per hour (1/2 hr min)	\$138.00/hour	\$147.00/hour
Consultations (per hour)	\$138.00/hour	\$147.00/hour
Permit Transfers not Prohibited by State Law	\$138.00/hour	\$147.00/hour
EIR Review/CEQA Document (per hour)	\$138.00/hour	\$147.00/hour
All other document reviews, site reviews or any other service	\$138.00/hour	\$147.00/hour
Release of Recorded Documents (Hourly plus document fee)	\$138.00/hour	\$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		\$294.00
Modify Tank Repair - Small Project	\$759.00	\$808.50
Modify Tank Repair - Large Project	\$1,311.00	\$1,396.50
Tank Closure in Place	\$1,035.00	\$1,102.50

NAME OF FEE		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

## Code Enforcement - Code Section 13.20.500

NAME OF FEE	CURRENT FEE	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) (If County prevails all costs exceeding deposit shall be paid,	\$3,943.00	\$4,116.00
If appellate prevails, the full deposited amount will be refunded)		
Relocation Assistance - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,380.00 Deposit	\$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)	\$1,380.00 Deposit	\$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)	\$1,380.00 Deposit	\$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	Amount of Citation
Recorded Document Preparation (Does not incl. CDSA Recording Processing Fee nor Recorder's fees)	\$138.00	\$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.		

# Public Works/County Surveyor - Code Section 13.20.600

NAME OF FEE	CURRENT	BEGINNING 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
	\$345.00	\$367.50
Revised Approved Tentative Subdivision Map		
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 <del>\$138</del> \$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 <del>Deposit</del> 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

# Public Works/County Surveyor - Code Section 13.20.600

NAME OF FEE		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		\$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'I 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		\$73.50
SWPPP Fee - Grading Permits, up to 1,000 CY		\$294.00
SWPPP Fee - Grading Permits, greater than 1,000 CY	\$552.00	\$588.00
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 Permits		
Single Trip Permit	\$16.00	\$16.00
House Moving Permit	\$66.00	\$66.00
Annual Blanket Permit	\$90.00	\$90.00
Parade Permit	\$69.00	\$147.00
Parking Permit	\$11.00	\$11.00
Road Damage Fees		
Road Damage Repair Costs	Actual Cost	Actual Cost
Signs		

# Public Works/County Surveyor - Code Section 13.20.600

NAME OF FEE	CURRENT FEE	BEGINNING 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

		BEGINNING July 1, 2014
Reserved Daytime Use, Overnight Camping or Organized Events	Per Resolution	
Hammon Grove Park, Reserved Daytime Use, Overnight	Per Resolution	
Camping or Organized Events and Other Fees		
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
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	\$400.00 per year

ORDINANCE NO.

# AN ORDINANCE REPEALING AND RE-ENACTING AS AMENDED CHAPTER 13.20 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of \_\_\_\_\_\_\_, by the following vote:

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: Jack

134-14

## 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 Depos
Deferred Improvement Agreement (single family residential)	\$294.00
Deferred Improvement Agreement (all other uses)	\$588.00
Unverified Complaint Response Fee	Hourly Rate by Divisio
(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.	

	UNIT	BEGINNING July 1, 2014
1/2 in the 2 - 2 - 12 - 12 - 12 - 12 - 12 - 12 -	<u> </u>	
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
	UNIT	BEGINNING July 1, 2014
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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
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	\$514.50
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)		
Change of Ownership	each	\$220.50
Change of Tenant	each	\$294.00
Occupancy Permit	each	\$294.00
Demolition/Removal	each	\$294.00

	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		BEGINNING	
NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	PLAN CHECK	INSPECTION	TOTAL	
A - Complete incl. MP&E*				
Base Rate (up to 1,000 sq. ft.)	\$1, <u>9</u> 11.00	\$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*				
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 - TI**				
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*				
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**	+			
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.	\$1,911.00	\$3,087.00	\$4,998.00	
Per 100 sq. ft. over 10,000	\$4.26	\$5.26	\$9.52	
H - Complete incl. MP&E*	<u> </u>		+	
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**	<del></del>	ψ10.0L		

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
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	\$17,640.00
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	\$53.90
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	\$44.10
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)			
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.

	BEGINNING July 1, 2014		
NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	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
U - 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		·	
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
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*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
<b>Concurrent Processing of Planning Applications:</b> 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
Environmental Review		
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	e neuro - neuro	
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		
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 - 21+ lots	45 hours + hourly	\$6,615.00
Revise Approved Tentative Map (includes adding phases)	6 hours + hourly	\$882.00
Final Map & Improvement Plan Review - Parcel Map	4 hours + hourly	\$588.00
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# Planning - Code Section 13.20.300

NAMEOFFEE	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
		<u> </u>
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
	bauda	
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
	7	<u>*1 000 00</u>
Temporary Use Permit	7 hours + hourly	\$1,029.00 \$73.50
Temporary Use Permit Extension	0.5 hours + hourly	\$73.50
/ariance: Minor/Parking/Signs	12 hours + hourly	\$1,764.00
/ariance: Major	20 hours + hourly	\$2,940.00
Miscellaneous Clearances/Permits		
Burn Down Letter/ABC Clearance/Viable Agricultural Use/clearance forms	Flat Fee	\$73.50
and Use Confirmation	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		
Single Family Residence	1 hour + hourly	\$147.00

# Planning - Code Section 13.20.300

4 hours + hourly 0.5 hours + hourly 0.5 hours + hourly 5 hours + hourly 3 hours + hourly 1.5 hours + hourly 0.5 hours + hourly hourly 0.5 hours + hourly	\$588.00 \$73.50 \$73.50 \$735.00 \$367.50 \$220.50 \$73.50 \$147.00
0.5 hours + hourly 5 hours + hourly 3 hours + hourly 1.5 hours + hourly 0.5 hours + hourly hourly	\$73.50 \$735.00 \$367.50 \$220.50 \$73.50 \$147.00
5 hours + hourly 3 hours + hourly 1.5 hours + hourly 0.5 hours + hourly hourly	\$735.00 \$367.50 \$220.50 \$73.50 \$147.00
5 hours + hourly 3 hours + hourly 1.5 hours + hourly 0.5 hours + hourly hourly	\$735.00 \$367.50 \$220.50 \$73.50 \$147.00
3 hours + hourly 1.5 hours + hourly 0.5 hours + hourly hourly	\$367.50 \$220.50 \$73.50 \$147.00
1.5 hours + hourly 0.5 hours + hourly hourly	\$220.50 \$73.50 \$147.00
0.5 hours + hourly hourly	\$73.50 \$147.00
hourly	\$147.00
0.5 hours + hourly	<b>#70 FO</b>
	\$73.50
0.5 hours + hourly	\$73.50
1 hour + hourly	\$147.00
1.5 hours + hourly	\$220.50
3.5 hours + hourly	\$514.50
3.5 hours + hourly	\$514.50
1.5 hours + hourly	<b>\$</b> 22 <u>0</u> .50
Flat Fee	\$73.50
Hourly	\$147.00
3 hours + hourly	\$441.00
2 hours + hourly	\$294.00
	1 hour + hourly 1.5 hours + hourly 3.5 hours + hourly 3.5 hours + hourly 1.5 hours + hourly Flat Fee Hourly 3 hours + hourly

Environmental Health -	<b>Code Section</b>	13.20.400
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NAME OF FEE	BEGINNING 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

	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
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

NAMEOFEE	BEGINNING 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

	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	\$441.00
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

	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

	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
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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 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) (If County prevails all costs exceeding deposit shall be paid,	\$4,116.00
If appellate prevails, the full deposited amount will be refunded)	
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 July 1, 2014
Project or Application Review	
Temporary Use Permit	\$294.00
	\$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
	\$294.00
Revised Approved Tentative Parcel Map	4
Revised Approved Tentative Subdivision Map	\$367.50
Tentative Parcel/Subdivision Tract Map Extensions	\$147.00
Lot Line Adjustment	\$588.00
(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
	<del></del>
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%, <b>\$1,470</b> 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)	
Building Permits	
Building Permit Application Review - new const, additions, remodels > 50%	\$36.75
One divers Demotit	
Grading Permit	¢204.00
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

# Public Works/County Surveyor - Code Section 13.20.600

# Public Works/County Surveyor - Code Section 13.20.600

NĂMEOEEE	BEGINNING 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	
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

# Public Works/County Surveyor - Code Section 13.20.600

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	
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 8<sup>th</sup> 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 749-5450 • Fax 749-5454

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

> PLANNING 749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From:

Kevin Mallen, CDSA Director

Date: April 1, 2014

Subject: Updating Countywide Development Impact Fees

#### **Recommendation:**

Adopt 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 and make a finding that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA).

#### 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 Ir	npact Fee - l	<b>Jnincorpora</b>	ted Areas
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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.	

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.	

#### **Development Impact – Drainage Fee - South Yuba Master Plan**

#### **Committee Action:**

The Land Use and Public Works Committee recommend approval.

#### **Environmental Review:**

The adoption of this ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) and the CEQA Guidelines under Section 15273(a), including Section 15273(a)(4), pertaining to rates, tolls, fares, and charges necessary for meeting operational expenses.

#### **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-ENACTING AS AMENDED CHAPTER 13.50 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of \_\_\_\_\_\_

\_\_\_\_\_, by the following vote:

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 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 consideration and having conducted a public hearing herein, the Board of

Supervisors of Yuba County hereby adopts the Development Impact Fee Justification Study dated March 17, 2014.

### 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 ree - Onneoi porateu 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 - Unincorporated Areas** 

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.	

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.
- 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 1<sup>st</sup> 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:

- 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.

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DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY COUNTY OF YUBA



MARCH 17, 2014

## Prepared by:

David Taussig & Associates, Inc. 2250 Hyde Street, 5th Floor San Francisco, California 94109 (800) 969-4382

Newport Beach San Francisco Fresno Riverside Chicago, Illinois Dallas, Texas

Attachment "A"

Public Finance Public Private Partnerships Urban Economics

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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.
- 3. Cost Allocation: Allocate costs per equivalent dwelling unit.
- 4. **Fee Schedule:** Calculate the fee per residential unit or per non-residential square foot.


# SECTION II: LEGAL REQUIREMENTS TO JUSTIFY DEVELOPMENT IMPACT FEES

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.



# SECTION II: LEGAL REQUIREMENTS TO JUSTIFY DEVELOPMENT IMPACT FEES

#### A. <u>PURPOSE OF THE FEE (GOVERNMENT CODE SECTION 66001(A)(1))</u>

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 "infill" 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. <u>DETERMINE THAT THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF</u> <u>DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) (GOVERNMENT</u> <u>CODE SECTION 66001(A)(3))</u>

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. <u>DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY</u> 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.



# SECTION II: LEGAL REQUIREMENTS TO JUSTIFY DEVELOPMENT IMPACT FEES

#### E. <u>THE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES</u> <u>ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED ("ROUGH PROPORTIONALITY"</u> <u>RELATIONSHIP) (GOVERNMENT CODE 66001(A)</u>

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	<ul> <li>Includes, but is not limited to, buildings used as the following:</li> <li>Retail</li> <li>Service-oriented business activities</li> <li>Department stores, discount stores, furniture/appliance outlets, home improvement centers</li> <li>Entertainment centers</li> <li>Subregional and regional shopping centers</li> </ul>
Office/Institutional	<ul> <li>Includes, but is not limited to, buildings used as the following:</li> <li>Business/professional office</li> <li>Professional medical offices and hospitals</li> <li>Schools</li> </ul>
Industrial	<ul> <li>Includes, but is not limited to, buildings used as the following:</li> <li>Light manufacturing, warehouse/distribution, wholesaling;</li> <li>Large-scale warehouse retail</li> <li>Service commercial activities</li> <li>Public uses, arterial roadways and freeways providing automobile and public transit access</li> <li>Automobile dealerships</li> <li>Support commercial services</li> </ul>
Agricultural	Includes, but is not limited to, enclosed property and structures used as the following: <ul> <li>Agricultural purposes</li> <li>Other income-producing open space not classified as Agricultural</li> </ul>

The County of Yuba's 2011 General Plan Update<sup>1</sup> (the "General Plan") demographics were used as estimates of the number of housing units and nonresidential 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.

<sup>&</sup>lt;sup>1</sup> 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 1. 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.



## <u>TABLE 1</u>

#### COUNTY OF YUBA COUNTYWIDE AND UNINCORPORATED ESTIMATED EXISTING RESIDENTIAL DEVELOPMENT

Residential Land Use	Existing	Existing	Average
Residential Land Use	Residents	Residents Housing Units	
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, 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 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. 4,200 existing Commercial employees, and 1,848 existing Agricultural 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-Residential Land Use	Existing Building SF	Employees per 1,000 BSF	Existing Employees	Persons Served per 1,000 BSF	Existing Persons Served <sup>1</sup>
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

<sup>1</sup> 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	Projected	Average
Residential Land Ose	Residents Housing Units		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 employeesper-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 <sup>1</sup>
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

<sup>1</sup> 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.



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 rationale 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.



# 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 Obje
A. TRANSPORTATION (TRAFFIC AND PUBLIC WORKS ELEMENTS	ŝ					
	<i>**</i> 500.000		** *** ***	27.400		
1 Arboga Road Improvements 2 Erle Road Improvements	\$5,500,000 \$5,500,000	\$0 \$0	\$5,500,000 \$5,500,000	37.12% 37.12%	\$2,041,644 \$2,041,644	General Plan General Plan
3 Erle Road/SR 70 Improvements	\$27,000,000	\$0 \$0	\$27,000,000	37.12%	\$10,022,614	General Plan
4 Goldfields Parkway Improvements	\$125,000,000	(\$90,000,000)	\$35,000,000	37.12%	\$12,992,278	General Plan
5 Lindhurst Avenue Improvements	\$5,500,000	\$0	\$5,500,000	37.12%	\$2,041,644	General Plan
5 Loma Rica Road Improvements	\$5,500,000	\$0	\$5,500,000	37.12%	\$2,041,644	General Plan
7 Marysville Road Improvements	\$4,000,000	\$0	\$4,000,000	37.12%	\$1,484,832	General Plan
B McGowan Parkway Improvements	\$5,000,000	\$0	\$5,000,000	37.12%	\$1,856,040	General Plan
McGowan Pkwy/SR 65 Interchange Improvements	\$3,000,000	\$0	\$3,000,000	37.12%	\$1,113,624	General Plan
McGowan Pkwy/SR 70 Interchange Improvements	\$15,000,000	\$0	\$15,000,000	37.12%	\$5,568,119	General Plan
North Beale Road Improvements	\$11,000,000	(\$5,000,000)	\$6,000,000	37.12%	\$2,227,248	General Plan
Olivehurst Avenue Improvements	\$2,000,000	\$0	\$2,000,000	37.12%	\$742,416	General Plan
Olivehurst Avenue Roundabout Improvements	\$1,500,000	\$0	\$1,500,000	37.12%	\$556,812	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 Non-Motorized Mobility Improvements	\$20,000,000	(\$15,000,000)	\$5,000,000	37.12%	\$1,856,040	General Plan
(Sidewalks, Bike Circulation, etc.)	\$4,000,000	\$0	\$4,000,000	37.12%	\$1,484,832	General Plan
Gap Closures	\$3,000,000	\$0	\$3,000,000	37.12%	\$1,113,624	General Plan
Public Works Equipment and Facilities	\$6,000,000	\$0	\$6,000,000	37.12%	\$2,227,248	General Plan
Transportation Revenues not yet Committed		(\$6,532,144)	(\$6,532,144)	37.12%	(\$2,424,784)	
TOTAL - UNINCORPORATED FACILITIES	\$284,000,000	(\$126,532,144]	\$157,467,856	37.12%	\$58,453,319	
Sheriff's Firing Range Sheriff's Additional Equipment Sheriff Administration Building Improvements	\$1,710,000 \$1,200,000 \$6,378,840	\$0 \$0 \$0	\$1,710,000 \$1,200,000 \$6,378,840	99.59% 99.59% 99.59%	\$1,702,909 \$1,195,024 \$6,352,388	Board Objective Board Objective Board Objective
Law Enforcement Revenues not yet Committed	40,010,040	(\$49,531)	(\$49,531)	100.00%	(\$49,531)	Eduld Objective
TOTAL LAW ENFORCEMENT FACILITIES	\$9,288,840	(\$49,531)	\$9,239,309	99.58%	\$9,200,790	
C. GENERAL GOVERNMENT FACILITIES						
	\$1 346 706	\$0.	\$1.346.796	100 00%	\$1 346 706	Board Objective
Assessor	\$1,346,796 \$791,046	\$0 \$0	\$1,346,796 \$791.046	100.00%	\$1,346,796 \$791.046	Board Objective Board Objective
Assessor Auditor-Controller	\$791,046	\$0	\$791,046	100.00%	\$791,046	Board Objective
Assessor Auditor-Controller Buildings and Grounds	\$791,046 \$215,118	\$0 \$0	\$791,046 \$215,118		\$791,046 \$215,118	Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board	\$791,046	\$0	\$791,046	100.00% 100.00%	\$791,046	Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder	\$791,046 \$215,118 \$548,226	\$0 \$0 \$0	\$791,046 \$215,118 \$548,226	100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226	Board Objective Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator	\$791,046 \$215,118 \$548,226 \$1,100,727	\$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727	100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727	Board Objective Board Objective Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500	\$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500	100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500	Board Objective Board Objective Board Objective Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672	\$0 \$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672	100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672	Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology	\$791,046 \$215,118 \$\$48,226 \$1,100,727 \$427,500 \$552,672 \$472,302	\$0 \$0 \$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302	Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Clerk of the Board Clerk-Recorder County Administrator County Counsel Housing Information Technology	\$791,046 \$215,118 \$\$48,226 \$1,100,727 \$427,500 \$\$52,672 \$472,302 \$689,985	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985	Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective
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	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$472,302 \$889,985 \$245,727	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727	Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective Board Objective
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	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971	Board Objective Board Objective
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	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$472,302 \$472,302 \$472,302 \$478,971 \$478,971 \$486,000 \$554,2412 \$147,402	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,872 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$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	Board Objective Board Objective
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	\$791,046 \$215,118 \$\$48,226 \$1,100,727 \$427,500 \$552,672 \$4472,302 \$889,985 \$245,727 \$478,971 \$486,000 \$542,412	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$791,046 \$215,118 \$48,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$466,000 \$542,412	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$689,985 \$245,727 \$478,971 \$488,000 \$542,412	Board Objective Board Objective
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	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$472,302 \$472,302 \$472,302 \$478,971 \$478,971 \$486,000 \$554,2412 \$147,402	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,872 \$472,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$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	Board Objective Board Objective
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 subtota/	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$472,302 \$472,302 \$472,302 \$478,971 \$478,971 \$486,000 \$554,2412 \$147,402	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$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 \$1,975,905	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%	\$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 \$1,967,711	Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Cierk of the Board Cierk-Recorder County Administrator County Administrator County Coursel Housing Information Technology Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian subtofal UNINCORPORATED AREA ONLY CDSA (Main) Improvements CDSA (Building Inspection) Improvements	\$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 \$147,402 \$1,975,905 \$966,321	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$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 \$1,875,905 \$966,321	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% 99.59%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$669,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884 \$1,967,711 \$962,314	Board Objective Board Objective
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 Subtofal	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$477,302 \$689,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$147,402 \$1,975,905	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$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 \$1,975,905	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%	\$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 \$1,967,711	Board Objective Board Objective
Assessor Auditor-Controller Buildings and Grounds BOS-Office/Cierk of the Board Cierk-Recorder County Administrator County Administrator County Administrator Office of Emergency Services Personnel Surplus Storage Treasurer-Tax Collector Public Guardian subtota/ UNINCORPORATED AREA ONLY CDSA (Main) Improvements CDSA (Building Inspection) Improvementa	\$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 \$147,402 \$1,975,905 \$966,321	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	\$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 \$1,875,905 \$966,321	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% 99.59%	\$791,046 \$215,118 \$548,226 \$1,100,727 \$427,500 \$552,672 \$472,302 \$669,985 \$245,727 \$478,971 \$486,000 \$542,412 \$147,402 \$8,044,884 \$1,967,711 \$962,314	Board Objective Board Objective



#### 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 Objectiv
D. QUALITY OF LIFE FACILITIES (PARKS, LIBRARIES, COMMUNITY CENTER	S, ETC.) [FUND NOS. 185	and 187 TO BE O	OLLAPSED]	_		
COUNTY-WIDE FACILITIES						
1 "Quality of Life" Library & Other Improvements	\$4,975,023	(\$1,312,305)	\$3,662,718	100.00%	\$3,662,718	Board Objective
2 "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%	\$7,614,736	
E. DRAINAGE FACILITIES (ZONAL - SOUTH YUBA)				•		
1 South Yuba Drainage Master Plan Improvements (Alternative C)	\$6,228,000	\$0	\$6,228,000	100.00%	\$6,228,000	South Yuba Drainage Master Pla
2 Drainage Revenues not yet Committed		(\$1,040,419)	(\$1,040,419)	100.00%	(\$1,040,419)	
TOTAL DRAINAGE FACILITIES	\$6,228,000	(\$1,040,419)	\$5,187,581	100.00%	\$5,187,581	
F. HEALTH AND HUMAN SERVICES FACILITIES			-			
1 Health & Human Services Building improvements	\$886,200	\$0	\$886,200	100.00%	\$886,200	Board Objective
2 Child Support Services Building Improvements	\$178,680	\$0	\$178,680	100.00%	\$178,680	Board Objective
3 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						
1 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
3 Juvenile Hall - Barracks (50% Yuba) Improvements	\$859,110	\$0	\$859,110	100.00%	\$859,110	Board Objective
Probation (incl. Victim Witness) Improvements	\$3,499,686	\$0	\$3,499,686	100.00%	\$3,499,686	Board Objective
5 District Attorney Building Improvements	\$1,742,832	\$0	\$1,742,832	100.00%	\$1,742,832	Board Objective
6 Sheriff Civil Building Improvements	\$230,679	\$0	\$230,679	100.00%	\$230,679	Board Objective
7 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.

Countywide Facility Type	Service Factor	Existing EDUs/EBUs	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

#### TABLE 6A COUNTY OF YUBA COUNTYWIDE EQUIVALENT DWELLING UNITS



#### 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
Drainage Facilities	Drainage Coverage	0	454	454
	Coefficient			

\*Note: Drainage EDUs/EBUs are a function of acreage and drainage coefficients (as applied to each land use classification). Please reference Appendix A.

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.

Identify Purpose of Fee	Transportation Improvements
Identify Use of Fee	Various roadway improvements including rights of way, signals, paving, and bridges, as well as Public Works Equipment and Facilities.
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.
	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 programs for transportation improvements.

#### TABLE 8 TRANSPORTATION FACILITIES

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	
Unincorporated	Facility Cost
Arboga Road Improvements	\$5,500,000
Erle Road Improvements	\$5,500,000
Erle Road/SR 70 Improvements	\$27,000,000
Goldfields 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.



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	\$58,453,319	
	(Previously Deducted)	
Total Allocate	\$58,453,319	
Total Allocated to Existing Development: \$99,014,537		
	<b>Total Facilities Costs:</b>	\$157,467,856



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 Firing Range, Law Enforcement Equipment, and Administrative Building Improvements.

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	New residential and non-residential
a reasonable relationship	development will generate additional
between the need for the	residents and employees who will require
public facility, the use of	additional service calls increasing the
the fee, and the type of	need for trained Sheriff personnel.
development project on	Buildings and vehicles used to provide
which the fee is imposed	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 12 LAW ENFORCEMENT FACILITIES ELEMENT

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.

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#### TABLE 13 LAW ENFORCEMENT FACILITIES FACILITY COSTS

Law Enforcement Facilities	Facility Cost
Unincorporated	racinty 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 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

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## 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 new development.

#### TABLE 16 LAW ENFORCEMENT FACILITIES COST ALLOCATION SUMMARY

Sheriff Administrative Building	Percentage Allocated to New Development	Total Square Feet Allocated	Facility Cost Allocated
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.

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
		Tota	I Facilities Costs:	\$9,239,309

### TABLE 17 LAW ENFORCEMENT FACILITIES FEE DERIVATION SUMMARY

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.



#### <u> TABLE 18</u>

#### 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 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 Unincorporated County will generate additional residents and employees who will increase the demand for services in the Unincorporated areas, 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 Unincorporated County Government Service Facilities on the Needs List.

#### <u>TABLE 19</u>

#### UNINCORPORATED GENERAL GOVERNMENT COMMUNITY DEVELOPMENT & SERVICES AGENCY ("CDSA") FACILITIES COST

General Government Facilities 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.

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#### 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 new development as presented in Table 20 below.

#### TABLE 20 CDSA (MAIN) IMPROVEMENTS COST ALLOCATION SUMMARY

CDSA (Main) Improvements	Percentage Allocated to New Development		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 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	

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#### 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 <u>both</u> elements of the General Government fee, whereas, Wheatland and Marysville-sited development will only pay the Countywide fee and not the Unincorporated fee).

UNINCORPORATE Fei	 		ES

TABLE 22

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 Fundi	ng Responsibility:	\$12,201
		Tota	I Facilities Costs:	\$2,942,226

#### 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 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.

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

#### TABLE 24 COUNTYWIDE GENERAL GOVERNMENT FACILITIES COST

#### 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	\$0
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 Outside Fundi	ew Development: ng Responsibility:	\$8,044,884 \$0
		Tota	I 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.



#### 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

Identify Purpose of Fee	Quality of Life Facilities
Identify Use of Fee	The acquisition and construction of Quality of Life Facilities, as defined as parks, recreational, and library facilities. Presently, the County maintains separate Library and Park fee accounts; however, it is the desire of County staff to collapse Fund Nos. 185 and 187 into one subaccount to be known as "Quality of Life."
Demonstrate how	New residential development will generate additional
there is a reasonable	residents who will increase the demand for Quality of Life
relationship between	facilities such as park and recreation facilities, as well as
the need for the	residents who will become library patrons and will demand
public facility, the use	increased library services. Land will have to be acquired and
of the fee, and the	improved, while collections will have to be expanded and
type of development	additional volumes acquired to meet this increased demand.
project on which the	Fees collected from new development will be used exclusively
fee is imposed	for 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 IMPROVEMENTS 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.



#### TABLE 30 COUNTYWIDE PARKS AND OTHER FACILITY IMPROVEMENTS 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	\$0
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 Fundi	ng Responsibility:	\$0
		Tota	I 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.



# SECTION V: METHODOLOGY USED TO CALCULATE FEES

#### <u>TABLE 32</u>

#### 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 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.



#### 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 IMPROVEMENTS COST ALLOCATION

Health & Human 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%	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

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#### 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	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	\$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 Fundi	ng Responsibility:	\$0
		Tota	I 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.

	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 37
<b>CRIMINAL JUSTICE FACILITIES</b>



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	<b>\$</b> 0
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.

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	\$1,027,57				
Commercial	0.47	\$323	1,675	\$541,25				
Office/Institutional	0.38	\$259	1,600	\$413,61				
Industrial	0.19	\$129	2,000	\$258,50				
Agricultural	0.12	\$85	1,100	\$93,83				
	\$12,267,977							
	\$(							
	\$12,267,97							

# TABLE 40

#### G. DRAINAGE FACILITIES (ZONAL - SOUTH YUBA)

The Drainage Facilities include facilities necessary to ensure proper water drainage in the East Linda Specific Plan ("ELSP") and the surrounding areas. 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.


### <u>TABLE 41</u>

### 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 question 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.
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 roughly 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 general areas 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 general areas within the County. Consequently, 100% of the costs will be allocated to new development as presented in Table 43 below. Again, as noted above, the drainage improvements were sized to the future/incremental growth in the general ELSP area.

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

### TABLE 43 DRAINAGE FACILITY COST ALLOCATION

\* Note: Number of New Facility Units Allocated is derived from the Total Number of EDUs associated with the Project (453.67) multiplied by a square foot per acre factor of 43,560. Please see Appendix A.

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### 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
	\$5,187,581 \$0			
		Tota	I Facilities Costs:	\$5,187,581

### 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.

Unincorporated Facilities	Residential	Non Residential					
onneorporateu racinties	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		

### TABLE 45 DEVELOPMENT IMPACT FEE SUMMARY <sup>1</sup>

<sup>1</sup> Unincorporated areas include the Countywide component where applicable.

### <u>TABLE 46</u>

### ZONAL (SOUTH YUBA) DRAINAGE DEVELOPMENT IMPACT FEE SUMMARY

	Drainage Facilities			Non-Reside		
		Nesigential	Commercial	Office/Institutional	Industrial	Agricultural
Ę	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 incentivize the development of smaller units, a stated County goal that satisfies both planning and environmental concerns.



### TABLE 47 UNINCORPORATED DEVELOPMENT IMPACT FEES PER UNIT/PER KSF SUMMARY <sup>1</sup>

	Resid	Residential		Non-Resi		
Unincorporated Facilities	Single Family (\$/unit)	Muiti-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	<b>\$</b> 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

<sup>1</sup> 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)	Industrial (\$/1,000 BSF)	Agricultural (\$/1,000 BSF)	
Transportation Facilities	NA	NA	NA	NA	NA	NA	
Law Enforcement Facilities	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

	Residential		Non-Residential			
Drainage Facilities	Single Family (\$/unit)	Mutti-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

http://localhost:9010/resources/Clients/Yuba County/Yuba County/DIFReport DRAFT v.15.docx

Appendix A

Fee Derivation Worksheets

### 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 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 Fees
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
<u>Total Allocated to New Development</u>			\$58,453,319
Total Allocated to Existing Development			\$99,014,537
Total Facilities Costs			\$157,467,856

Notes:

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[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

in internet, or Existing I would be		
Facility Type	Quantity	Facility Units
CDSA (Main) Improvements	11,555	Square Feet
CSDA (Building Inspection) Improvements	5,651	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]
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

Nt/ [c per EDUs per [2] Unit/per 1,000 Non-Res. SF	r Number of EDUs [a]*[c]
[2] Unit/per 1,000 Non-Res. SF	[a]*[c]
	[a]*[c]
A 07	
1.00	10,500
59 0.60	1,320
25 0.47	425
00 0.38	3 396
50 0.19	340
33 0.12	2 137
	13,117
;	65 100 59 0.60 25 0.47 00 0.38 50 0.19 33 0.12

### 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
Offsetting Revenues			\$0	
Total Cost of General Government Facilities			\$2 942 226	

V. Allocation of General Government Facilities to Existing & New Development (based on total EDUs)
[A1 CSDA (Main)

A.T CSUA (Main)						
[a]	[b]	(c)	[d]	[e]	[1]	(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 Spli	t Facility Units		
	Number of	Percentage of To	al Between New and Existing	Allocated 100% To	Total Facility Units	
Facility Type	EDU's	EDU	l's Development	t New Development	Allocated	
Existing	22,008	62.66	% 28.75	5 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	\$F	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			

1	B.1 CDSA (Building Inspection)						
	[a]	(b)	(c)	[d]	[e]	[f]	(g)
	Existing	Total Future	Facility Units Allocated 100%	Proposed Service			Total Proposed
	Facility Units Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Existing Service Standard [4]	New Facility Units
L	1,000 EDU's		[ <b>a</b> ]*[b]	1,000 EDU's	[d]-(a)	[b]*[e]	[c]+[f]
- [	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				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%	14.06	NA	14.06			
New Development	13,117	37.34%	8.38	3,368.16	3,376.54			
Total	35,125	100.00%	22.44		3,390.60			

B.3 Cost Aflocated Between Existing and New Develo	pment		
	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

	Cost Allocated	Total	Cost Per
Facility Type	to New Development	Future EDU's	EDU
CDSA (Main) Improvements	\$1,967,711	13,117	\$150.01
CSDA (Building Inspection) Improvements	\$962,314	13,117	\$73.36
Offsetting Revenues	\$0	13,117	\$0.00
	\$2,930,025		\$223.37
	CDSA (Main) Improvements CSDA (Building Inspection) Improvements	Facility Type         to New Development           CDSA (Main) Improvements         \$1,967,711           CSDA (Building inspection) Improvements         \$962,314           Offsetting Revenues         \$0	Facility Type         to New Development         Future EDU's           CDSA (Main) Improvements         \$1,067,711         13,117           CSDA (Building inspection) Improvements         \$962,314         13,117           Offsetting Revenues         \$0         13,117

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. [1] Bogental Housing Links based on Caunity of Yules. General Pain (2000) [2] Annage Household Ske Saed on in Hommiton delined from the California Department of Frences, 2013, Yules Caunity, and U.S. Camusa Bureau [2] Alacches. (DS) and enderogenet squares de regularont necessary (Is kind sainting service standard for new readoms. [4] Denotes proposed service standard in secses to Pail currently provided to earling readoms.

### 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]	[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
County Office Improvements	65,799	Square Feet	2,276.82
	· · · · · · · · · · · · · · · · · · ·		

### 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
County Office Improvements	29,762	Square Feet	\$8,044,884	1,661.94
Offsetting Revenues			\$0	
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]	[1]	[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]
2.276.82	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			
	A 2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development	A.2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development	A 2 SF Beyond Existing Service Standard Split Between New and Existing, plus SF allocated 100% to New Development

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	28,900	61.74%	·	NA	-		
New Development	17,908	38.26%		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	SF	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

#### VII. Summary Cost Data

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
	Offsetting Revenues	\$0	17,908	\$0.00
Total		\$8,044,884		\$449.23

#### 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 (1) Especial Housey Livits based on County of Yubs, General Pier (200) (2) Average Household Size Based on information obtained from the Californe Department of Finance, 2013, Yubs County, and U.S. Census Bureau (2) Alkoches, 100 Mic I ave danktopment square list or equipment nuceusary to find entiting services tandent for new reademb (4) Denotes proposed service standard in scores to that currently provided to widding reacterits

#### 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				
	[a]	[b]		(d)
	Number of	<b>Residents per Unit/</b>	[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	D.00	0
Industrial	2,000	0.50	0.00	0
Agricultural	1,100	0.33	0.00	0
Totai				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]	[b]	[e]	0	[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]
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, 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		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 14,778.49 100.00% \$4,975,023 Total 14,778.49 100.00% \$4,975,023

B.1 Park & Other Improvements						
[a]	[b]	[C]	[d]	[e]	[1]	[9]
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		[ <b>a]</b> *[b]	1,000 EDU's	[d]-[a]	[b]*[e]	[c]+[f]
6.91	18,000.00	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%	<u>-</u>	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 Revenues	(\$1,440,287)	16,000	(\$90.02)
Total		\$7,614,736		\$475.92

#### Vill. Development impact Fee per Unit or per 1,000 Non-Res. SF

EDUs Per	Fees Per	Number of Units/	Cost Financed by
Unit/1,000 Non-Res. SF	Unit/1,000 Non-Res. SF	Non-Res. 1,000 SF	DIF
1.00	\$476	14,500	\$6,900,855
0.60	\$286	2,500	\$713,882
0.00	\$0	1,675	\$0
0.00	\$0	1,600	\$0
0.00	\$0	2,000	\$0
0.00	\$0	1,100	\$0
			\$7,614,736
			\$0
			\$7,614,736
	Unit/1,000 Non-Res. SF 1.00 0.60 0.00 0.00 0.00	Unit/1,000 Non-Res. SF Unit/1,000 Non-Res. SF 1.00 \$476 0.60 \$286 0.00 \$0 0.00 \$0 0.00 \$0 0.00 \$0 0.00 \$0	Unit/1,000 Non-Res. SF Unit/1,000 Non-Res. SF Non-Res. 1,000 SF 1.00 \$476 0.60 \$2286 2,500 0.00 \$0 1,875 0.00 \$0 1,600 0.00 \$0 2,000

Notes
(1) Expensed Housing Units based on County of Yuba, General Plan (2000)
(2) Average Househod Size Based on information obtained from the Californa Department of Finance, 2013, Yuba County, and U.S. Census Bureau
(2) Advances 1000 for the development superfect or explaiment necessary to fund existing service standard for new residents
(4) Denotes proposed service standard in stross to that currently provided to existing residents

### County of Yuba Heaith & Human Services Fee Calculation (Countywide)

I. Inventory of Existing Facilities

I. Inventory of Extenting Facilities		
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

	[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	0.47	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

In. Externing racinity 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
Child Support Services Building Improvements	14,890	Square Feet	
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
Offsetting Revenues		· · · · · · · · · · · · · · · · · · ·	(\$234,522)	
Total Cost of HHS Facilities			\$830,358	

### VI. Allocation of HHS Facilities to Existing & New Development (based on total EDUs)

A.1 HH	s improvements						
	[a]	[b]	[c]	[d]	[e]	[1]	{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.2 SF Beyond Existing Service Standard Split Between New and Existin					
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%	0.00	45,762.75	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]	[1]	(g)
Existing	Total Future	Facility Units Allocated 100%	Proposed Service			Total Proposed
Facility Units Per	EDU's	To New Development [3]	Standard Per	Beyond Existing	Existing Service Standard [4]	
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 Split Fac							
	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	(\$234,522)	17,908	(\$13.10)
Total		\$830,358		\$46.37

#### 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	\$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 Aliocated to New Development				\$830,358
Outside Funding Responsibility				\$0
Total Cost of HHS Facilities				\$830,358

Note: (1) Expected Housing Units based on County of Yube, Generati Pan (2030) (2) Average Household Size Based on information oblance from the California Department of Ference, 2013, Yube County, and U.S. Cenerus Bureau (2) Aldocules 1000 % to new development equipse their equipsment microscript to find stating service standard for new residents (4) Denotes proposed service standard in excess to that currently plonded to exciting medients.

### 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]	[d]		[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	D.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
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
Offsetting Revenues			(\$2,220,871)	
Total Cost of Criminal Justice Facilities			\$12,267,977	

### VI. Allocation of Criminal Justice Facilities to Existing & New Development (based on total EDUs) A.1 Criminal Justice (morowamants

A.1 Criminal Justice Improvements						I
[a]	[b]	[c]	[d]	[e]	(1)	(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]
2,668.59	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 ellocated 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	28,900	61.74%		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 Develo	opment		
	Total Number of	Percentage of	
Facility Type	SF	Cost Allocated	Facility Cost
Existing	0	0.00%	\$0
New Development	47,790	100.00%	\$14,488,848
Total	47,790	100.00%	\$14,488,848

VII. Summary Cost Data

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
	Offsetting Revenues	(\$2,220,871)	17,908	(\$124.01)
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
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	\$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 Allocated to New Development				\$12,267,977
Outside Funding Responsibility				\$0
Total Cost of Criminal Justice Facilities				\$12,267,977

Netw [1] Specified instanting UAIs based on County of Holes, Derwert Plans (2003) [2] Specified instanting UAIs based on County of Holes, Derwert Ram (2003) [2] Animage Household Sate Based on Inderweiter et all and exploring the based and the County and U.S. Counter, Series [2] Animage MCDA, based development appear fact on exploration in excession in the sate factorized for new residentia [2] Animage MCDA, based development appear fact on exploration in excession in the Sate factorized for the residential [2] Animage MCDA, and an excession in the animage MCDA and an excession in the Vision County production "Juid-County MCDA's end the Act Double County (2) and and and and ACM of the United and and WTV-Vision County production "Juid-County MCDA's and the Act Double County (2) and and and and ACM of the United and Act Double production "Juid-County MCDA's and the Act Double County (2) and and and and ACM of the United and Act Double and Act Double Act Doub

### County of Yuba Drainage Fee Calculation (Zonai - 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]
	[2]	[b]		Total
	Number of Units/	Total	Drainage	Number of EDUs
Land Use Type	Non-Res. 1,000 8F	Acreage	Coverage Coefficient	[b]*[c]
Single Family Residential	0	0.00	0.50	0
Multi Family Residential	0	0.00	0.75	0
Commercial	٥	0.00	0.75	0
Office/Institutional	0	0.00	0.75	0
Industrial	٥	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]
	[2]	(b)	[c]	Total
	Number of Units/	Total	Drain age	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 Read		
v. Proposed inventory,	Cost, and Gervie	ce standard	

				Quantity
Facility Type	Quantity	Facility Units	Facility Cost	per 1,000 EDU's
South Yuba Drainage Master Plan Improvements (Alternative C)	19,761,885	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							
<b>[2</b> ]	[b]	[c]	[d]	[0]	[1]	(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] <b>"[o]</b>	[c]+[f]	
0.00	453.74	0.00	43,553,087.88	43,553,087.88	19,761,865.20	19,761,865.20	

.2 &F Beyond Existing Service Standard Split Between New and Existing, plus &F allocated 100% to New Development						
	Number of	Percentage of Total	Facility Units Split Between New and Existing	Facility Units Allocated 100% To	Total Facility Units	
Facility Type	EDU's	Percentage of Total EDU's	Detween New and Existing Development	New Development	Allocated	
Existing	0	0.00%		NA		
New Development	454	100.00%	19,761,865.20	0.00	19,761,865.20	
Total	454	100.00%	19,761,865.20		19,761,865.20	

A.3 Cost Allocated Between Existing and New Development			
	Total Number of	Percentage of	
Facility Type	8F	Cost Allocated	Facility Cost
Existing	0	0.00%	\$0
New Development	19,761,865	100.00%	\$6,228,000
Total	19,761,865	100.00%	\$6,228,000

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
	Offsetting Revenues	(\$1,040,419)	454	(\$2,292.98)
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	\$214,387	300	\$714.56
Commercial	176.53	\$2,018,270	1,565	\$1 29
Office/Institutions	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 Cost of Drainage Facilities		\$5,187,581		

ced Acress on County Codicets y model by County of Yole Polity Works Department. For une consequences will East Links Beards: Plan (\*LLBP) and 224-acres of consequences and evaluation of Bile Read and Lindhord Annua data 190% Is one development space from a support consequence of bile Read and Lindhord Annua data young development space from a support consequence of bile Read and Lindhord Annual Annual Annual Annual A

(1) Expe (2) Alloc

### County of Yuba (County-wide) EBU & EDU Calculation Year to Build-Out (2030)

### Existing EDU Calculation [1]

Service Factor (Residents a	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)

Total	47,457				17,908
Agricultural	363	0.33	0.12	1,100,000	137
Industrial	1,000	0.50	0.19	2,000,000	377
Office/Institutional	1,600	1.00	0.38	1,600,000	604
Commercial	2,094	1.25	0.47	1,675,000	790
Multi Family Residential	3,975	1.59	0.60	2,500	1,500
Single Family Residential	38,425	2.65	1.00	14,500	14,500
Land Use Type	Persons Served *	1,000 Non-Res. SF	per 1,000 Non-Res. SF	Non-Res. SF	Number of EDUs
	Number of	Persons Served per	EDUs per Unit/	Number of Units/	Total
		Residents per Unit**/			

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 a	na 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)

	Number of Units/	Total	Drainage	Total
Land Use Type	Non-Res. SF	Acreage	Coverage Coefficient	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)

	Number of Units/	Total	Drainage	Total
Land Use Type	Non-Res. SF	Acreage	Coverage Coefficient	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).

## DAVID TAUSSIG & ASSOCIATES

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# The County of Yuba

### **Community Development & Services Agency**

Kevin Mallen, Director Phone – (530) 749-5430 • Fax – (530) 749-5424 915 8<sup>th</sup> Street, Suite 123 Marysville, California 95901 www.co.yuba.ca.us

To: Yuba County Board of Supervisors

From:

Kevin Mallen, CDSA Director

Date: April 1, 2014

Subject: Deferral and Waiver of Certain Impact Fees

### **Recommendation:**

Adopt the attached Ordinance amending Section 13.80.070 of 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.

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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.

### **Committee Action:**

The Land Use and Public Works Committee recommend approval.

### Fiscal Impact:

None.

Attachments: Ordinance amendment to Section 13.80.070 of Chapter 13.80 136 - 14

CODE ENFORCEMENT 749-5455 • Fax 749-5424

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

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

> PLANNING 749-5470 • Fax 749-5434

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



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ORDINANCE NO.

### AN ORDINANCE AMENDING SECTION 13.80.070 OF CHAPTER 13.80 ADDRESSING DEFERRAL AND WAIVER OF CERTAIN IMPACT FEES

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on day of \_\_\_\_\_\_, by the following vote:

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

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

APPROVED AS TO FORM ANGH MORRIS-JONES: By: All ink

### 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.

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### STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION TAXPAYERS' RIGHTS ADVOCATE OFFICE MIC: 70 450 N STREET, SACRAMENTO, CALIFORNIA 95814-0070 PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0070 916-324-2798 · FAX 916-323-3319 TOLL-FREE 888-324-2798 www.boe.ca.gov

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MAR 28 2014

BETTY T. YEE First District, San Francisco

155-14

SEN. GEORGE RUNNER (RET.) Second District, Lancaster

Clerk/Board of Supervisors

MICHELLE STEEL Third District, Orange County

March 27, 2014

JEROME E HORTON Fourth District, Los Angeles

JOHN CHIANG State Controller

**CYNTHIA BRIDGES** Executive Director

TO: ASSESSMENT APPEALS BOARDS COUNTY ASSESSORS COUNTY AUDITOR-CONTROLLERS COUNTY BOARDS OF SUPERVISORS COUNTY CLERKS

COUNTY COUNSELS COUNTY RECORDERS COUNTY TAX COLLECTORS LIBRARY DISTRIBUTION ACT

### **RE: TAXPAYERS' BILL OF RIGHTS HEARINGS**

I am pleased to invite you to attend our annual Taxpayers' Bill of Rights public hearings before the Members of the California State Board of Equalization. The hearings will provide you, other local agency representatives and taxpayers with the opportunity to address the issues identified in the Taxpayers' Rights Advocate's Annual Report, to discuss means to correct problems described in the Report, and to comment on all Board-administered revenue programs or local property tax issues. Individuals can present their verbal or written proposals for changes to laws or to the Board's procedures, policies, or rules, including suggestions that may improve voluntary taxpayer compliance and the relationship between citizens and the state and local government employees who serve them.

The hearings will be held at the locations listed below starting at approximately 1:30 p.m., and may be viewed via a live-streamed or archived webcast.

Thursday	Board of Equalization Capitol Square Building
May 22, 2014	1 <sup>st</sup> Floor Board Room, Room 121
-	450 N Street, Sacramento
Tuesday	Board of Equalization District Office
June 24, 2014	5901 Green Valley Circle, 2 <sup>nd</sup> Floor, Culver City

I have enclosed flyers and/or posters for this year's hearings. Please display the posters in public areas of your office(s) and make the flyers available to taxpayers and other interested parties. You may download a copy of our current Annual Report from the Board's website at www.boe.ca.gov/tra/tra.htm.

If you have any questions regarding the hearings or would like to be scheduled as a speaker, please contact Mr. Mark Sutter at 916-324-2797 (Mark.Sutter@boe.ca.gov). Please let Mr. Sutter know if you would like additional copies of the flyer, poster, or Annual Report.

Sincerely,

Todal Hite

Todd Gilman Taxpayers' Rights Advocate

TG: ls Counties letter 2014.docx

Enclosures BOS CORRESPONDENCE А

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Commissioners Michael Sutton, President Monterey Jack Baylis, Vice President Los Angeles Jim Kellogg, Member **Discovery Bay** Richard Rogers, Member Santa Barbara Jacque Hostler-Carmesin, Member McKinleyville

STATE OF CALIFORNIA Edmund G. Brown Jr., Governor

R

Fish and Game Commission

Sonke Mastrup, Executive Director 1416 Ninth Street, Room 1320 Sacramento, CA 95814 (916) 653-4899 (916) 653-5040 Fax www.fgc.ca.gov

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Clerk/Board of Supervisors

March 24, 2014

### TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 28.20, Title 14, California Code of Regulations, relating to Pacific halibut sport fishing, which will be published in the California Regulatory Notice Register March 28, 2014.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Dr. Craig Shuman, Regional Manager, Department of Fish and Wildlife, telephone (805) 568-1246, has been designated to respond to guestions on the substance of the proposed regulations.

Sincerely,

Spinie Jonbuena

Sherrie Fonbuena Associate Governmental Program Analyst

Attachment

4/8/14 - Provided to F&G Advisosr;y Commission/ds

BOS CORRESPONDENCE B

### TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 205.1, 219, 220 and 316 of the Fish and Game Code, and Statutes 2013, Chapter 233, Section 1, and to implement, interpret or make specific sections 200, 201, 202, 203.1, 205, 205.1, 207, 210, 215, 219, 220 and 316 of the Fish and Game Code, Statutes 2013, Chapter 233, Section 1, and Title 50, Code of Federal Regulations, Subpart E of Part 300, sections 300.60, 300.61, 300.62, 300.63 and 300.66, proposes to amend Section 28.20, Title 14, California Code of Regulations, relating to Pacific halibut sport fishing.

### Informative Digest/Policy Statement Overview

Pacific halibut along the United States west coast is jointly managed through authorities of the International Pacific Halibut Commission (IPHC), Pacific Fishery Management Council (Council), and the National Marine Fisheries Service (NMFS), in conjunction with west coast state agencies. The Council coordinates west coast management of all recreational and commercial Pacific halibut fisheries in U.S. waters through the Pacific Halibut Catch Sharing Plan (CSP), which constitutes a framework for recommending annual management measures. NMFS is then responsible for specifying the final measures in federal regulation [Title 50, Code of Federal Regulations (CFR), Subpart E of Part 300 and the Federal Register]. These federal regulations (rules) are applicable in the Federal Exclusive Economic Zone (3 to 200 miles offshore) off Washington, Oregon and California.

For species managed under federal fishery management plans or regulations, the Commission has usually taken concurrent action to conform State recreational regulations to federal regulations that have been adopted through an open and deliberative federal rulemaking process.

Under a new California law [Fish and Game Code, Section 205.1 (Statutes of 2013, Chapter 233)], the Commission now has authority to establish - through regulation - an automatic process to conform State sport fishing regulations applicable in State waters (zero to three miles offshore) to federal regulations for federally managed species, which include Pacific halibut.

Current State regulations [Section 28.20, Title 14, California Code of Regulations (CCR)] authorize recreational fishing for Pacific halibut in California waters from May 1 to October 31. The daily bag limit is one fish per angler and there is no minimum size limit.

The proposed amendments to the regulations would replace the current text of Section 28.20, Title 14, CCR, with new language that would describe the process through which State sport fishing regulations for Pacific halibut will conform to federal sport fishing regulations for Pacific halibut in federal waters of the ocean off California.

### Benefits of the Regulation

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities to participate in sport fisheries fosters conservation through education and appreciation of wildlife.

The Commission anticipates benefits to the environment by the sustainable management of California's Pacific halibut resources.

Additional benefits of the proposed regulations are concurrence with federal law, and promotion of businesses that rely on recreational Pacific halibut fishing.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to adopt sport fishing regulations in general (Fish and Game Code, sections 200, 202 and 205); Pacific halibut sport fishing regulations specifically (Fish and Game Code, Section 316); and an automatic process to conform State sport fishing regulations to federal regulations for federally managed species, including Pacific halibut (Fish and Game Code, Section 205.1). The proposed regulations are consistent with regulations for sport fishing in marine protected areas (Section 632, Title 14, CCR) and with general sport fishing regulations in Chapters 1 and 4 of Subdivision 1 of Division 1, Title 14, CCR. Commission staff has searched the California Code of Regulations and has found no other State regulations related to the recreational take of Pacific halibut.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Crowne Plaza Ventura Beach Hotel, 450 E. Harbor Blvd., Ventura, California, on Wednesday, April 16, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the River Lodge Conference Center, 1800 Riverwalk Drive, Fortuna, California, on Wednesday, June 4, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before May 22, 2014 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. May 30, 2014. All comments must be received no later than June 4, 2014, at the hearing in Fortuna, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Craig Shuman, Regional Manager, Department of Fish and Wildlife, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at http://www.fgc.ca.gov.

### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption.

Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the regulatory action does not substantially alter existing conditions.

(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on the creation or elimination of jobs in California.

The Commission does not anticipate any impacts on the creation of new businesses, the elimination of existing businesses, or the expansion of businesses in California.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities to participate in sport fisheries fosters conservation through education and appreciation of wildlife.

The Commission anticipates benefits to the environment by the sustainable management of California's Pacific halibut resources.

The Commission does not anticipate any benefits to worker safety.

Additional benefits of the proposed regulations are concurrence with federal law, and promotion of businesses that rely on recreational Pacific halibut fishing.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

This action would result in potential savings to the State in the form of reduced annual rulemaking activities and associated personnel and monetary costs incurred to accomplish those activities needed to align State and federal regulations.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

### Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

### Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

### FISH AND GAME COMMISSION

Dated: March 17, 2014

Sonke Mastrup Executive Director
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SACRAMENTO, CALIFORNIA 94295-0001 Telephone: (916) 653-2158 Fax: (916) 653-2456

**DEPARTMENT OF VETERANS AFFAIRS** 

John Nicoletti, Supervisor Yuba County Board of Supervisors 915 Eighth Street, Suite 109 Marysville, CA 95901

The Honorable John Nicoletti:

During the period of July 1, 2012 through June 30, 2013, your County Veterans Service Office (CVSO), obtained new and increased monthly cash benefits from the United States Department of Veterans Affairs (USDVA), in the amount of \$362,253. On an annualized basis this amounts to more than \$4,347,036 in new benefit payments. In addition, your CVSO obtained \$6,215,199 in one-time benefits, which consists of single and retro-active payments received by veterans or their dependents. Studies have shown that monies spent in a community could turn over between 3 to 7 times, which is a fairly accurate measure of the spending impact on a community. Using the conservative multiplier of 3, this equates to a spending impact of at least \$13,041,108 from the annualized monthly cash benefits and \$18,645,597 from the onetime benefits received.

March 26, 2014

In addition to the fact that your veterans' community received the above cash benefits, claim advocacy services provided by your county to obtain and maintain federal monetary benefits have resulted in savings based on your county's active participation in the State Mandated Welfare Referral Program. This program requires your CVSO to verify and make benefits entitlement determinations on all public assistance referrals (i.e. GA/FR, Cal WORKS, Food Stamps, and Medi-Cal) received from your County Welfare Department. Included in the totals above are \$134,064 in annualized monthly benefits and \$1,403,952 in one-time benefits received by individuals who had applied for public assistance grants.

I hope that you will consider this valuable information when addressing the needs of a properly funded and fully supported CVSO. With a net county cost of less than \$39,000, your CVSO once again remains one of the few revenue producing offices in the county. Your county veteran population deserves and has earned the right to continued high quality representation in veterans' affairs.

If I can be of further assistance in maintaining your CVSO's services, please feel free to contact Deputy Secretary, Veterans Services, Keith Boylan at: (916) 653-2573.

Cc: County Veteran Service Office VSD File

### **BOS CORRESPONDENCE** C

Sincerely,

PETER J. GRAVETT Secretary

EDMUND G. BROWN, JR.



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March 26, 2014

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Clerk/Board of Supervisors

The Honorable John Nicoletti County of Yuba Board of Supervisors 915 8<sup>th</sup> Street, Suite 109 Marysville, California 95901

Dear Chairman Nicoletti:

This is in response to the County of Yuba's local proclamation of an emergency due to drought. Governor Brown's office is working with state and federal authorities to lessen the effects of California's drought as well as address issues impacting individuals, businesses, and the environment.

In January 2014, several declarations came about affecting California's 58 counties as a result of the drought. A gubernatorial state of emergency was proclaimed, which also established a Drought Task Force to oversee and coordinate response to California's water shortages, in addition to ensuring the health safety of our citizens and protecting natural resources; a U.S. Department of Agriculture (USDA) Disaster Designation making farm operators eligible for low interest emergency loans through USDA's Farm Service Agency; and a U.S. Small Business Administration (SBA) Economic Injury Disaster Designation making low-interest loans available to eligible homeowners, renters, and small non-farm businesses in California.

Beyond the programs currently in place, President Obama recently made \$183 million available to drought-ravaged communities to help ranchers recover from drought-related losses and help provide food and water to families impacted by the drought. Further, the President's 2015 Budget will include a \$1 Billion Climate Resilience Fund to help communities in two ways: (1) to better plan and prepare for the impacts of climate change while encouraging local measures to reduce risk; and, (2) to fund breakthrough technologies and resilient infrastructures to combat the effects of changing climate.

Governor Brown recently expedited relief funds to immediately help communities deal with the devastatingly dry conditions. The legislation provides \$687.4 million for housing and food for workers directly impacted by the drought, bond funds for projects to help local communities more efficiently capture and manage water, and funding for securing emergency drinking water supplies for drought-impacted communities.

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4-7-2014: CC: Emergency Services
Agricultural Commissioner/rf
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3650 SCHRIEVER AVENUE, MATHER, CA 95655 (916) 845-8506 TELEPHONE (916) 845-8511 FAX

BOS CORRESPONDENCE D

The Honorable John Nicoletti Page 2 March 26, 2014

While the situation does not currently warrant enactment of the California Disaster Assistance Act (CDAA), please be assured Cal OES strives to ensure all communities receive any and all resources, including financial assistance, available to limit the impact of local disasters on the public. Cal OES will continue to work closely with operational areas to monitor and evaluate the impact on California's local jurisdictions from drought and will revisit funding under CDAA should drought conditions escalate.

Please know that Cal OES will continue to work closely with your team during the recovery efforts and explore opportunities to supplement the funding available. Feel free to contact me directly at (916) 845-8506 if you have any additional questions or if you would like to discuss this matter further.

Sincerely,

Malsall

MARK S. GHILARDUCCI Director

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## Schedule of Proposed Action (SOPA) 04/01/2014 to 06/30/2014

# **Plumas National Forest**

1

This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Project Name	2	Project Purpose	Planning Status	Decision	Expected Implementation	n Project Contact
Projects Occurring in more than one Region (excluding Nationwide)	n one Region	(excluding Nationv	vide)			
Sierra Nevada Forest Plan Amendment (SNFPA)	- Land mana	- Land management planning	On Hold	NIA	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
2	Description:	Description: Prepare a narrowly November 4, 2009. consistency issues.	focused analysis to comply with two orders issued by the Eastern District Court of California on Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical	o orders issued by the standard of the standar	ie Eastern Distric of alternatives an	t Court of California on d analytical
	Web Link:	http://www.fs.fed.us	s/r5/snfpa/2010seis			
	Location:	UNIT - Eldorado Na Sequoia National F District, Bridgeport National Forest All Amador, Butte, Cal Placer, Plumas, Sh the Sierra Nevada I Nevada. Sierra Nev	UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units, Sierra National Forest All Units, Stanislaus Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra National Forests.	ional Forest All Units est All Units, Lake Ta orest All Units, Sierra s. STATE - California s. STATE - California s. STATE - California s. STATE - California serra, Sierra anne, Yuba, Dougla border south to Lake	, Modoc National thoe Basin Mgt U National Forest A, Nevada. COU Mariposa, Modo S, Esmeralda, Mir Isabella as well <i>i</i>	Forest All Units, nit, Carson Ranger All Units, Stanislaus NTY - Alpine, c, Mono, Nevada, neral. LEGAL - Along as lands in western
R5 - Pacific Southwest Region, Occurring in more than one For	Occurring in	more than one Fore	est (excluding Regionwide)			
Mammoth Base Area Land Exchange F∆	- Land owne	- Land ownership management	Developing Proposal Est. Notice of Initiation 07/2014	Expected:01/2015	02/2015	Sheila Irons 760-924-5534 sirons@fs.fed.us
RECEIVED	Description	: Exchange of appro Mammoth Mountai land in California.	Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1,500 acres of land in California.	st System land, currel odge north of Highw	ntly under special ay 203 for approx	l use authorization to imately 1,500 acres of
APR 7 2014	Web Link:	http://www.fs.fed.u:	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=30428	ect=30428		
Clerk/Board of Supervisors	Location:	UNIT - Mammoth F Ranger District, Mi LEGAL - Land to b federal parcels to ti Mountain Ski Area.	UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District. STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area.	nger District, Mount V ifornia. COUNTY - I 27E., Sec 30, MDM. ational Forests in Cali	Vhitney Ranger D nyo, Mono, Plum Proposal include fornia. Main Lodç	iistrict, Mt. Hough as, Tuolumne. is the addition of non- je, Mammoth
	-					

04/01/2014 04:45 am MT BOS CORRESPONDENCE

Page 1 of 17

Plumas National Fores

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Project Name	Project Purpose	Planning Status	Decision	Implementation	Project Contact
Plumas National Forest, Forestwide	1	(excluding Projects occurring in more than one Forest)		R5 - Pa	<b>R5 - Pacific Southwest Region</b>
California Department of Water Resources - new permit for existing water monitoring sites	í <b>O</b> I	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
CE	Description: Continued use an and snow depth	Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010.	s and accessory struc helispots. Current pe	tures needed to ga rmit terminates 12	ither data on rainfall /31/2010.
	Location: UNIT - Plumas N Forest Wide.	UNIT - Plumas National Forest All Units. STATE - California. Forest Wide.		COUNTY - Butte, Plumas, Sierra.	ra. 20 locations
Plumas National Forest, Occurring in more than one District (excluding Forestwide)	ing in more than one District (	excluding Forestwide)		R5 - Pa	<b>R5 - Pacific Southwest Region</b>
PG&E Herbicide Vegetation Management Program EA	- Special use management	In Progress: Comment Period Public Notice 12/18/2013 Est. Objection Period Legal Notice 04/2014	Expected:08/2014	09/2014	Erika Brenzovich 530-283-7622 ebrenzovich@fs.fed.us
	Description: PG&E prop and maintain a h analysis. Web Link: http://www.fs.fed	<ul> <li>Description: PG&amp; E proposes to use herbicides in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Spraying vegetation along Caribou Road was removed from the analysis.</li> <li>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=35104</li> </ul>	ray of 14 transmission getation along Caribo ct=35104	lines in order to re u Road was remov	ed from the
	Location: UNIT - Mt. Houg Plumas, Yuba. L power lines.	UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. LEGAL - Not Applicable. Located on the Plumas National Forest within 14 different transmission power lines.	yer District. STATE - California. he Plumas National Forest withi	COUN california. COUN prest within 14 diffe	COUNTY - Butte, 14 different transmission
Plumas National Forest Beck	wourth Ranger District (excluc	Beckwourth Ranger District (excluding Projects occurring in more tha	n one District)	R5 - Pa	R5 - Pacific Southwest Region
Beckwourth-Genesee Dam Project EA	- Special use management	In Progress: Comment Period Public Notice 07/11/2012 Est. Objection Period Legal Notice 04/2014	Expected:05/2014	06/2014	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	Description: Remove a cabin, lands. A well wou	Description: Remove a cabin, pond, solar panels, natural gas storage tank and septic system from National Forest System lands. A well would be capped and abandoned.	ge tank and septic sys	stem from National	Forest System
	Location: UNIT - Beckwou Off of Beckwourt	UNIT - Beckwourth Ranger District. STATE - California. Off of Beckwourth-Genesee Road (County Road 111).	a. COUNTY - Plumas.	s. LEGAL - T24N, R14E, Sec29	R14E, Sec29.
04/01/2014 04:45 am MT		Page 2 of 17			Plumas National Forest

Project Name	Project Purpose	Planning Status	Decision	Implementation Proje	Project Contact
Plumas National Forest Beck	Beckwourth Ranger District (excluding Projects occurring in more than one District)	Projects occurring in more tha	n one District)	R5 - Pacific Southwest Region	west Regid
is i	- Recreation management	Developing Proposal Est. Scoping Start 04/2014	Expected:04/2014	04/2014 Lisa Sedlacek 530-836-7126 Isedlacek@fs.	Lisa Sedlacek 530-836-7126 sedlacek@fs.fed.us
*NEW LISTING*	Description: This proposal is to re Lake Davis, Frenchm between Clio and Sk	This proposal is to re-issue a SUP for a full-Service fly fishing guide, Service from January 1 to December 31 on Lake Davis, Frenchman's Reservoir, Lake Almanor, Jamison Creek and the Middle Fork of the Feather River between Clio and Sloat.	fishing guide, Service amison Creek and the	from January 1 to Decembe Middle Fork of the Feather R	r 31 on Ver
	Location: UNIT - Beckwourth Ranger District Davis, Frenchman's Reservoir, the Jamison Creek and Lake Almanor.	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Not Applicable. Lake Davis, Frenchman's Reservoir, the Middle Fork of the Feather River between Clio and Sloat (recreation portion, Jamison Creek and Lake Almanor.	ia. COUNTY - Pluma Feather River betwee	COUNTY - Plumas. LEGAL - Not Applicable. Lake ather River between Clio and Sloat (recreation portio	ake ortion,
Barry Creek A CE	- Fuels management	On Hold	N/A	N/A Don Fregulia 530-836-2575 dfregulia@fs.f	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds.	ments on private land using Steve	en's Funds.		
	Location: UNIT - Beckwourth F sec 14. Off Highway	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - F sec 14. Off Highway 89 near Calpine Summit down Whitehawk Ranch.		COUNTY - Plumas. LEGAL - T21N R13E sec13 and hawk Ranch.	:13 and
Barry Creek B CE	- Fuels management	On Hold	N/A	N/A Don Fregulia 530-836-2575 dfregulia@fs.ft	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds	tments on private land using Steve	en's Funds		
	Location: UNIT - Beckwourth Ranger District. sec 14. Off Highway 89 near Calpine	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plu sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch	ia. COUNTY - Plumas. Whitehawk Ranch.	LEGAL - T21N R13E	sec13 and
<b>Barry Creek C</b> CE	- Fuels management	On Hold	N/A	N/A Don Fregulia 530-836-2575 dfregulia@fs.ft	Don Fregulia 530-836-2575 dfregulia@fs.fed.us
	Description: Fuels reduction treatments on private land using Steven's Funds	tments on private land using Steve	en's Funds		
	Location: UNIT - Beckwourth Ranger District. sec 14. Off Highway 89 near Calpin	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plu sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch.	ia. COUNTY - Plumas. Whitehawk Ranch.	LEGAL - T21N R13E	sec13 and

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Forest	

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Beck	wourth Ranger District (excludin	Beckwourth Ranger District (excluding Projects occurring in more than one District)	n one District)	R5 - Pa	<b>R5 - Pacific Southwest Region</b>
Beckwourth-Crocker Multi- Purpose Trails Project EA	- Recreation management	In Progress: Comment Period Public Notice 07/26/2013 Est. Objection Period Legal Notice 05/2014	Expected:06/2015	03/2017	Lisa Sedlacek 530-836-7126 Isedlacek@fs.fed.us
	Description: Develop a multi-pur Clover Valley. Esta Web Link: http://www.fs.fed.us	<ul> <li>Description: Develop a multi-purpose (hiking, biking, OHVs, equestrian) trail connecting the Crocker Campground with Red Clover Valley. Establish a staging area at the intersection of Forest Highway 177 and Forest Road 24N23.</li> <li>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41454</li> </ul>	rian) trail connecting t tion of Forest Highway .ct=41454	he Crocker Camp( / 177 and Forest R	ground with Red toad 24N23.
		s/nepa/nepa_project_exp.php?proje	ct=41454		
	Location: UNIT - Beckwourth Sections 33, 28, 29 BG intersection, Cr	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23 and 24N, R14E, Sections 33, 28, 29, 20, 21,16,17. Crocker Campground to road 29N49Y, connecting to quarry road 24N64X to the BG intersection, Crocker Mountain #33.	a. COUNTY - Pluma id to road 29N49Y, co	s. LEGAL - T 23 a nnecting to quarry	and 24N, R14E, road 24N64X to the
Discovery Placer Exploration Project CE	- Minerals and Geology	In Progress: Scoping Start 12/19/2012	Expected:08/2014	08/2014	Leslie Edlund 530-283-7650 Iedlund@fs.fed.us
	Description: Claimant proposes assess mineral con	Description: Claimant proposes to sample the sub-surface material along the remnant stream terrace of Eureka Creek to assess mineral content. Up to 20 test trenches would be excavated with a backhoe.	along the remnant str be excavated with a b	eam terrace of Eu ackhoe.	reka Creek to
	Location: UNIT - Beckwourth Section 1, MDBM. CA.	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, NE 1/4 of Section 1, MDBM. The Discovery claim is located along NFS Road 23N37 at Eureka Creek, north of Johnsville, CA.	a. COUNTY - Pluma g NFS Road 23N37 a	s. LEGAL - T22N, t Eureka Creek, nc	, R11E, NE 1/4 of orth of Johnsville,
Fathers Day Weekend Fishing Derby- Graeagle Plumas Alliance	- Recreation management	Developing Proposal Est. Scoping Start 04/2014	Expected:04/2014	06/2014	Lisa Sedlacek 530-836-7126 Isedlacek@fs.fed.us
CE *NEW LISTING*	Description: This application is f with the Plumas Co	<b>Description:</b> This application is for a 5-year special use recreation permit from the Graeagle Plumas Alliance in coordination with the Plumas County and the California Department of Fish and Game.	ermit from the Graeac of Fish and Game.	jle Plumas Alliance	e in coordination
	Location: UNIT - Beckwourth Sections 20, 21, 22 proposal is to inclue following boat laune	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Lake Davis is located in Sections 20, 21, 22, 26, 27, 28, 29, 33, 34, 35 T24N R13E Sections 1, 2, 3 T23N R13E MDM. Lake Davis, this proposal is to include all fishing access points and boat ramps around the lake. The recreation event will use the following boat launching facilities, Honker Cove, Camp 5, Mallard Cove, Lightning Tree and Coot Bay.	nia. COUNTY - Plumas. LEGAL - Lake Davis is located R13E Sections 1, 2, 3 T23N R13E MDM. Lake Davis, this oat ramps around the lake. The recreation event will use the the section of the lake. The recreation event will use the section of the lake. The recreation event will use the section of the lake. The recreation event will use the section of the lake. The recreation event will use the section of the section of the lake.	s. LEGAL - Lake [ 223N R13E MDM.   ke. The recreation tring Tree and Co	Davis is located in Lake Davis, this event will use the lot Bav.

16.5		Project Purpose	Deviation Deviation in more than one District)	Lecision o one District)	Implementation Rf P:	ttation   Project Contact R5 - Pacific Southwest Region
Hayden Project EA	- Fuels management	agement	In Progress: Notice of Initiation 02/13/2013 Est. Comment Period Public Notice 04/2014	Expected:09/2014	09/2014	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
	Description	: Reduce fuel loading and Lake David Hig health.	Description: Reduce fuel loading within the Wildland Urban Interface surrounding the communities of Portola, Delleker, Mabie and Lake David Highlands while promoting a healthy, diverse, fire-resilient forest structure and improve watershed health.	e surrounding the co diverse, fire-resilient f	mmunities of Portcorest structure and	ola, Delleker, Mabie d improve watershed
	Location:	UNIT - Beckwourth the communities of [	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - F the communites of Delleker, Mabie, Portola and Lake Davis Highlands.	a. COUNTY - Plumas. Davis Highlands.	as. LEGAL - Not A	LEGAL - Not Applicable. North of
Lakes Basin Forest Health Project EIS		agement agement products) lent	Developing Proposal Est. NOI in Federal Register 09/2014	Expected:08/2015	05/2016	Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
	Description Web Link:	: Improve forest healt piling, mastication, I http://www.fs.fed.us	Description: Improve forest health and reduce hazards around recreation sites. Activities include mechanical thinning, grapple piling, mastication, hand thinning and underburning. Web Link: http://www.fs.fed.us/nepa/nepa_project exp.php?project=40964	eation sites. Activitie ect=40964	s include mechani	cal thinning, grapple
	Location:	UNIT - Beckwourth Ranger [ Lakes Basin recreation area	Ranger District. STATE - California. tion area.	ia. COUNTY - Pluma	COUNTY - Plumas, Sierra. LEGAL - Not Applicable.	- Not Applicable.
Last Chance Creek Phase II Restoration Project		- Watershed management	Developing Proposal Est. NOI in Federal Register 07/2014	Expected:05/2015	06/2016	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
)	Description	<ol> <li>Restore the hydrolc meadow system.</li> </ol>	Description: Restore the hydrologic function of approximately 7.8 miles of Last Chance Creek and 402 acres of degraded meadow system.	niles of Last Chance (	Creek and 402 acr	es of degraded
	Location:	UNIT - Beckwourth Sections 9, 10, 11, watershed.	Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project area is in 14, and 15 of T26N, R13E and Sections 15, 16, and 17 of T26N, R14E. Last Chance HUC 5	ia. COUNTY - Pluma ctions 15, 16, and 17	as. LEGAL - The p of T26N, R14E. La	oroject area is in ast Chance HUC 5

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*NEW LISTING* partic	Location:	Location: ris - Grazing mar	*NEW LISTING* Location: Kesick Peak and Ferris Ids Allotments Project Description: Web Link:
endurance run on Saturday September 6, 2014 in the participants.	endurance run on Saturday ( participants. UNIT - Beckwourth Ranger I Connect Tr, Silver Lake Plumas and Sierra Counties	icipants. T - Beckwourth reation Area: Gr e Connect Tr, Si mas and Sierra ( ment	icipants. T - Beckwourth reation Area: Gr e Connect Tr, Si nas and Sierra ( ment ment purpose of this ulations in a mar
endurance run on Saturday September 6, 2014 in the Lakes Basin Recreation Area. The district has a cap of 500 participants.	endurance run on Saturday September 6, 2014 in the Lal participants. UNIT - Beckwourth Ranger District. STATE - California. Recreation Area: Graeagle, Gray Eagle Creek Tr, Smith I Lake Connect Tr, Silver Lake Connect Tr, Round Lake Tr Plumas and Sierra Counties.	aturday September 6, 2014 in the L Ranger District. STATE - California raeagle, Gray Eagle Creek Tr, Smit liver Lake Connect Tr, Round Lake Counties. In Progress: Notice of Initiation 04/17/2013 Est. Comment Period Public Notice 04/2014	endurance run on Saturday September 6, 2014 in the Lakes Basin Recreation Area. The district has a capparticipants.         Location:       UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - Lakes Basin Recreation Area: Graeagle, Gray Eagle Creek Tr, Smith Lake Tr, Mt. Elwell Tr, Silver Lake Tr, Mud Lake T Plumas and Sierra Counties.         - Grazing management       In Progress: Notice of Initiation 04/17/2013 Est. Comment Period Public       Expected:08/2014       08/2014       Kyla Sabo 530-836-7         Description:       The purpose of this project is to re-authorize continued livestock grazing consistent with Federal laws and regulations in a manner that maintains or improves project area resource conditions.       Web Link:       http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41939
_akes basin Reciealio	a. COUNTY - Plumas th Lake Tr, Mt.Elwell T Tr,GL HWY, Mill Pea	a. COUNTY - Plumas th Lake Tr, Mt.Elwell T Tr,GL HWY, Mill Peal Expected:08/2014	ne Lakes basin recreation Area Smith Lake Tr, Mt.Elwell Tr, Silve ake Tr,GL HWY, Mill Peak-89. La Expected:08/2014 08 Expected:08/2014 08 roject area resource conditions roject=41939
	participants. UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - Lakes Basin Recreation Area: Graeagle, Gray Eagle Creek Tr, Smith Lake Tr, Mt.Elwell Tr, Silver Lake Tr, Mud Lake Tr, Long Lake Connect Tr, Silver Lake Connect Tr, Round Lake Tr,GL HWY, Mill Peak-89. Lakes Basin Recreation Area in Plumas and Sierra Counties.	s, Sierra. LEGAL - Lakes Basin Fr, Silver Lake Tr, Mud Lake Tr, Long Ik-89. Lakes Basin Recreation Area in 08/2014 Kyla Sabo 530-836-7157 kylasabo@fs.fed.us	s, Sierra. LEGAL - Lakes Basin Fr, Silver Lake Tr, Mud Lake Tr, Long k-89. Lakes Basin Recreation Area in 08/2014 Kyla Sabo 530-836-7157 kylasabo@fs.fed.us nditions.

Dlumas National Forest Beckw	sourth Range	ander District (excluding	Beckwolirth Ranger District (excluding Projects occurring in more than one District)	n one District)	R5 - Pa	R5 - Pacific Southwest Region
	- Minerals and Geology	nd Geology	In Progress: Scoping Start 08/16/2013	Expected:04/2014	06/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
L	Description:	<b>Description:</b> Proposal to use a ru deep. Maerial that is be reclaimed.	rubber traceked excavator to dig 4 test trenches. Trenches would be 24' long x 2' wide x 2' is excavted would be scanned with a metal detector to recover mineral material. Trenches will	st trenches. Trenche a metal detector to re	es would be 24' lo cover mineral ma	ng x 2' wide x 2' iterial. Trenches will
	Location:	UNIT - Beckwourth F Section 11, MDBM.	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N Section 11, MDBM. Access is off Gold Lake Highway to the 721 Road to Church Creek Road		is. LEGAL - T211 urch Creek Road	COUNTY - Plumas. LEGAL - T21N, R12E, SE 1/4 of ne 721 Road to Church Creek Road.
Ramelli and Hall Allotments EA	- Grazing management	anagement	Developing Proposal Est. Notice of Initiation 04/2014	Expected:12/2014	01/2015	Scott Lusk 530-836-7165 salusk@fs.fed.us
	Description	: Ramelli and Hall Rai	Description: Ramelli and Hall Range Allotments Analysis			
	Location:	UNIT - Beckwourth I sections 25-31, 1-11	UNIT - Beckwourth Ranger District. STATE - California. sections 25-31, 1-11, 16-34. Beckwourth Ranger District.	a. COUNTY - Lassen, Plumas. LEGAL - portions of ct.	n, Plumas. LEG/	AL - portions of
Rush Skeleton Weed Project EA *NEW LISTING*	- Vegetation (other than fi	- Vegetation management (other than forest products)	In Progress: Notice of Initiation 01/13/2014 Est. Comment Period Public Notice 04/2014	Expected:06/2014	06/2014	Michael Friend 530-836-7167 mjfriend@fs.fed.us
	Description	: Rush skeleton weed triclopyr (e.g. Capsto seed oil) and dye.	Description: Rush skeleton weed would be sprayed with aminocyclopyrachlor chlorsulfuron (e.g. Perspective)or aminopyralid triclopyr (e.g. Capstone or Milestone Plus) or a combination of these herbicides with A surfactant (e.g. methylated seed oil) and dye.	opyrachlor chlorsulfu ation of these herbici	ıron (e.g. Perspe des with A surfac	ctive)or aminopyralid tant (e.g. methylated
	Web Link:	http://www.fs.fed.us/	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=43804	ct=43804		
	Location:	UNIT - Beckwourth I SE 1/4 of NE 1/4. Eu approximately 3 air i	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, Sec. 1, SE 1/4 of NE 1/4. Eureka Creek at Discovery Mine and adjacent to National Forest System road 23N37, approximately 3 air miles northwest of the Beckwourth Ranger Station. T22N, R11E, Sec. 1, SE 1/4 of NE 1/4	a. COUNTY - Pluma 1 adjacent to National Ranger Station. T221	ks. LEGAL - T22l Forest System rv V, R11E, Sec. 1,	N, R11E, Sec. 1, oad 23N37, SE 1/4 of NE 1/4.

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Location:

UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R11E, Sec30

West branch of Nelson Creek, Aprrox 6 miles west of Johnsville, CA.

	7N7 Mining Plan of Operations CE	Plumas National Forest Feath			Sulphur and Barry Creek Restoration Project EA			Smith Peak/Lake Davis Motorized and Non-Motorized Trail Planning EA
Description: Use of backhoe/frontloader to dig sample holes up Nelson creek. Occupancy on claim in campers, wit	- Minerals and Geology	Feather River Ranger District (excluding Projects occurring in more than one District)	Location: UNIT - Beckwourth 4 & 5. Lake Davis -	Description: Project consist of resto Project may also inclu within the project area	<ul> <li>Forest products</li> <li>Vegetation management (other than forest products)</li> <li>Watershed management</li> </ul>	Location: UNIT - Beckwourth R11E, Sec.22 East Area.	Description: Development of a w the Jackson Creek,	- Recreation management
	On Hold	ing Projects occurring in more th	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N, R13E, Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.	<b>Description:</b> Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area.	Cancelled	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Westernmost T23N, R11E, Sec.22 Easternmost T23N, R 13E, Section 26. Jackson Creek, Smith Peak and Lake Davis Recreation Area.	<b>Description:</b> Development of a winter and summer Recreation Mangement Plan for motorized and non-motorized recreation in the Jackson Creek, Smith Peak and Lake Davis Area.	In Progress: Scoping Start 01/26/2012 Est. 215 Comment Period Legal Notice 02/2015
to 10 ft deep. Total of 25 cy or less. Materail to be sluiced in h toilets/porta-potties.	NIA	an one District)	a. COUNTY - Pluma (HUC) 5 Watershed.	the removal of encroa	NIA	a. COUNTY - Plumas. LEGAL - Westernmost T23N, Jackson Creek, Smith Peak and Lake Davis Recreati	gement Plan for motor	Expected:03/2015
cy or less. Mater	N/A	R5 - Pa	s. LEGAL - T21N	le) and Barry Cre aching conifers on	N/A	s. LEGAL - West h Peak and Lake I	ized and non-mo	02/2017
rail to be sluiced in	Donna Duncan 530-532-7461 dmduncan@fs.fed.us	<b>R5 - Pacific Southwest Region</b>	I, R13E, Sections	ek (0.24 mile). ı cottonwood stands	Antonio Duenas 530-836-7156 tduenas@fs.fed.us	ernmost T23N, Davis Recreation	torized recreation in	Debra Fryberger-Eby 928-535-7300 dfrybergereby@fs.fed.u s

**Plumas National Forest** 

Beckwourth Ranger District (excluding Projects occurring in more than one District)

**R5 - Pacific Southwest Region** 

**Project Name** 

**Project Purpose** 

**Planning Status** 

Decision

Implementation Expected

**Project Contact** 

ring in more than one District)     R5 - Pac       auge station at the PG&E Miocene Dam near Magalia.     N/A       STATE - California.     COUNTY - Butte. LEGAL - SE 1/4       near Magalia, California.     COUNTY - Butte. LEGAL - SE 1/4       near Magalia, California.     07/2014       nod Public     07/2014       Travel on non-system road and staging area near adit.       STATE - California.     07/2014       nod Public     07/2014       Travel on non-system road and staging area near adit.       STATE - California.     COUNTY - Butte. LEGAL - T19N, I       off-17/2011     Expected:07/2014       nog/17/2011     07/2014       ging. Use of non-system road.     07/2014       ging. Use of non-system road.     07/2014       ging. Use of non-system road.     07/2014       STATE - California.     07/2014       iod Public     07/2014       fiod Public     07/2014       fiod Public     Expected:07/2014       fiod Public     Bing. Use of non-system road.       STATE - California.     COUNTY - Sierra. LEGAL - T20N,       fiod Public     Bing. Use of non-system road.       STATE - California.     COUNTY - Sierra. LEGAL - T20N,	Project Name	Project Purpose	Planning Status	Decision	Implementation	Project Contact
Ifformia Department of Water         Special use management         On Hold         NA         NA           Sources - Anneal permit to sources - Anneal permit to tail a streamgauge at 21 de ation         Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.         NA         NA         NA           Description:         Location:         UNIT - Feather River Ranger District. STATE - California.         COUNTY - Butte. LEGAL - SE 1/4 Section 50, T23N, R4E. Miocene Dam mear Magalia, California.         NA         NIA           Iald attion         - Minerals and Geology         In Progress:         COUNTY - Butte. LEGAL - SE 1/4 Section 50, T23N, R4E. Miocene Dam mear Magalia, California.         07/2014         07/2014           Iald in a plan of erations         - Minerals and Geology         In Progress:         Expected:07/2014         07/2014           Himilite Mining Plan of erations         - Minerals and Geology         Notice 04/2014         07/2014         07/2014           Herations         - Minerals and Geology         Notice 04/2014         Expected:07/2014         07/2014           Himilite Mining Plan of         - Minerals and Geology         Notice 04/2014         07/2014         07/2014           Herations         - Minerals and Geology         Notice 04/2014         Expected:07/2014         07/2014           Herations         - Minerals and Geology		er River Ranger District (excludi	ing Projects occurring in more th	an one District)	R5 - P	R5 - Pacific Southwest Region
ation         Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.           Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 14 Section 30, 733, 733, 745, Miocene Dam near Magalia.           ratidine Mining Plan of erations         - Minerals and Geology         In Progress.           Ratidine Mining Plan of erations         - Minerals and Geology         In Progress.           Restription:         Exploratory work in existing mine adit. Travel on non-system road and staging area near adit.           Near Old Foulds:         Domente Period Public         Expected:07/2014         07/2014           Description:         Exploratory work in existing mine adit. Travel on non-system road and staging area near adit.         - 113NL           HiMiliet Mining Plan Of         - Minerals and Geology         In Progress:         - California.         07/2014           HMMIliet Mining Plan Of         - Minerals and Geology         In Progress:         Expected:07/2014         07/2014           HMMIliet Mining Plan Of         - Minerals and Geology         In Progress:         Comment Period Public         Expected:07/2014         07/2014           Description:         Exploratory work in existing mine adit. Travel on non-system road.         - T13NL         Expected:07/2014         07/2014           HMMIlet Mining Plan Of         - Minerals and Geology         In	California Department of Water Resources - Amend permit to install a streamgauge at 2nd	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Location:       UNIT - Feather Rwer Ranger District. STATE - California.       COUNTY - Butte.       LEGAL - SE 14         raidire Mining Plan of       - Minerals and Geology       In Progress:       Notice of Initiation 04/18/2012       Expected:07/2014       07/2014         erations       - Minerals and Geology       In Progress:       Notice of Initiation 04/18/2012       Expected:07/2014       07/2014         Description:       Exploratory work in existing mine addit. Travel on non-system road and staging area near adit.       Description:       Exploratory work in existing mine addit. Travel on non-system road and staging area near adit.         HIMIlitet Mining Plan Of       - Minerals and Geology       In Progress:       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         HIMIlitet Mining Plan Of       - Minerals and Geology       In Progress:       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         Extractions       - Minerals and Geology       In Progress:       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         Extractions       - Minerals and Geology       In Progress:       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         Extractions       - Minerals and Geology       In Progress:       Notice of Initiation 08/17/2011       Extract       EcdAL - T19N,         Extractions <th><b>location</b> CE</th> <td>Description: CA DWR proposes</td> <td>to install a streamgauge station at</td> <td>the PG&amp;E Miocene Da</td> <td>am near Magalia</td> <td></td>	<b>location</b> CE	Description: CA DWR proposes	to install a streamgauge station at	the PG&E Miocene Da	am near Magalia	
ratione Mining Plan of erations     - Minerals and Geology     In Progress: Notice of Initiation 04/18/2012     Expected:07/2014     07/2014       Pescription:     Exploratory work in existing mine addi. Travel on non-system road and staging area near addi. Notice of Initiation 08/17/2011     Description: Exploratory work in existing mine addi. Travel on non-system road and staging area near addi.       HHMillet Mining Plan Of     - Minerals and Geology     In Progress: Notice of Initiation 08/17/2011     Expected:07/2014     07/2014       Description:     Plan Of     - Minerals and Geology     In Progress: Notice 04/2014     07/2014     07/2014       Description:     Plan Of     - Minerals and Geology     In Progress: Notice 04/2014     Difformation 08/17/2011     Expected:07/2014     07/2014       Description:     Plane:     Plane:     Plane:     Est. Comment Period Public     07/2014     07/2014       Description:     Plane:     Plane:     Plane:     Plane:     Est. Comment Period Public     07/2014       Description:     Plane:     Plane:     Plane:     Plane:     Est. Comment Period Public     07/2014       Description:     Plane:     Plane:     Plane:     Plane:     Plane:     Plane:       Description:     Plane:     Plane:     Plane:     Plane:     Plane:     Plane:       Interals and Geology     In Progress: <th></th> <td>UNIT - Feather Riv Section 30, T23N,</td> <td>er Ranger District. STATE - Califor R4E. Miocene Dam near Magalia, C</td> <td></td> <td>e. LEGAL - SE 1</td> <td>/4 of SW 1/4 of</td>		UNIT - Feather Riv Section 30, T23N,	er Ranger District. STATE - Califor R4E. Miocene Dam near Magalia, C		e. LEGAL - SE 1	/4 of SW 1/4 of
Description: Exploratory work in existing mine adit. Travel on non-system road and staging area near adit.         Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T19N, P Near Old Forbestown.         HHMillet Mining Plan Of       - Minerals and Geology       In Progress:       Expected:07/2014       07/2014         Earticles and Geology       In Progress:       Expected:07/2014       07/2014         Description: Placer mining. Panning, slucicing, dredging. Use of non-system road.       07/2014       07/2014         Description: Placer mining. Panning, slucicing, dredging. Use of non-system road.       07/2014       07/2014         Description: Placer mining. Panning, slucicing, dredging. Use of non-system road.       07/2014       07/2014         Description: Placer mining. Panning, slucicing, dredging. Use of non-system road.       07/2014       07/2014         Description: Placer mining. Panning, slucicing, dredging. Use of non-system road.       07/2014       07/2014         Expected:07/2014       Notice od/07/2014       07/2014       07/2014         Evence Mining Plan of       Minerals and Geology       In Progress:       Expected:07/2014       07/2014         Evence Mining Plan of       Minerals and Geology       In Progress:       Expected:07/2014       07/2014         Evence Mining Plan of       Minerals and Geology       In Progress:       Expected:0	Geraldine Mining Plan of Operations EA	- Minerals and Geology	In Progress: Notice of Initiation 04/18/2012 Est. Comment Period Public Notice 04/2014	Expected:07/2014	07/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T19N, F         HiMilitet Mining Plan Of       Near Old Forbestown.         Near Old Forbestown.       Near Old Forbestown.         Near Old Forbestown.       Near Old Forbestown.         Reations       - Minerals and Geology       In Progress:         Notice of Initiation 08/17/2014       07/2014         Description: Placer mining. Ranning, sluicing, dredging. Use of non-system road.         Location:       UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, 15, 16. Feather River Ranger District. Plumas national Forest, along Canyon Creek.         Annoce Mining Plan of       - Minerals and Geology       In Progress:         Ext Chance Mining Plan of       - Minerals and Geology       In Progress:         East Comment Period Public       Expected:07/2014       07/2014         Description:       Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and Notice 04/2014       07/2014         Description:       Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and Location:       UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas, Slerra. LEGAL		Description: Exploratory work in	existing mine adit. Travel on non-	system road and stagi	ng area near adi	
H/Millet Mining Plan Of       - Minerals and Geology       In Progress:       Expected:07/2014       07/2014         erations       - Minerals and Geology       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         Description:       Placer mining. Planning. Sluicing, dredging. Use of non-system road.       07/2014       07/2014         Location:       UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.       Location:       UNIT - Feather River Ranger District, Plumas national Forest, along Canyon Creek.         st Chance Mining Plan of       - Minerals and Geology       In Progress:       Expected:07/2014       07/2014         Description:       Placer mining along Slate Creek. District, RTATE - California. COUNTY - Sierra. LEGAL - T20N, 15.016       Expected:07/2014       07/2014					e. LEGAL - T19N	I, R6E, Sec 3,10.
Description: Placer mining. Panning, sluicing, dredging. Use of non-system road.         Location:       UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.         erations       In Progress:       Expected:07/2014         erations       Notice of Initiation 08/17/2011       Expected:07/2014         Description:       Notice 04/2014       07/2014         Description:       Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and Notice 04/2014         Location:       UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL	HDH/Millet Mining Plan Of Operations EA	- Minerals and Geology	In Progress: Notice of Initiation 08/17/2011 Est. Comment Period Public Notice 04/2014	Expected:07/2014	07/2014	Donna Duncan 760-379-5646 dmduncan@fs.fed.us
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.         st Chance Mining Plan of       - Minerals and Geology       In Progress:       Expected:07/2014       07/2014         erations       - Minerals and Geology       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         Description:       Placer mining and Slate Creek. Dredging, panning and sluicing. Use of non-system road and control.       UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL		Description: Placer mining. Par	nning, sluicing, dredging. Use of noi	n-system road.		
st Chance Mining Plan of       - Minerals and Geology       In Progress:       Expected:07/2014       07/2014         erations       Notice of Initiation 08/17/2011       Expected:07/2014       07/2014         Description:       Notice 04/2014       Notice 04/2014       07/2014         Description:       Placer mining along Slate Creek.       Dredging, panning and sluicing.       Use of non-system road and         Location:       UNIT - Feather River Ranger District.       STATE - California.       COUNTY - Plumas, Sierra.       LEGAL				rnia. COUNTY - Sierr I Forest, along Canyor	a. LEGAL - T20 1 Creek.	N, R9E, Sec 10,
	Last Chance Mining Plan of Operations EA	- Minerals and Geology	In Progress: Notice of Initiation 08/17/2011 Est. Comment Period Public Notice 04/2014	Expected:07/2014	07/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
UNIT - Feather River Ranger District. STATE - California.			g Slate Creek. Dredging, panning a	and sluicing. Use of n	on-system road a	ind gated access.
Sec 11. Feather Nivel Namiger District, state Stech.		UNIT - Feather Ri Sec 11. Feather F	UNIT - Feather River Ranger District. STATE - Califor Sec 11. Feather River Ranger District, slate creek.	1	ıas, Sierra. LEG	AL - T21N, R9E,

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Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Feath	Feather River Ranger District (excluding Projects occurring in more		than one District)	R5 - Pa	R5 - Pacific Southwest Region
Oregon Peak Project CE	<ul> <li>Wildlife, Fish, Rare plants</li> <li>Vegetation management (other than forest products)</li> </ul>	Developing Proposal Est. Scoping Start 04/2014	Expected:05/2014	08/2014	JoAnna Arroyo 530-532-7429 jarroyo@fs.fed.us
	<b>Description:</b> The project purpose is to remove vegetation along a burning, and plant seedlings in an owl PAC.		section of road and in addition remove vegetation, prescribed	iddition remove ve	getation, prescribed
	Location: UNIT - Feather Riv S28&34; T19, Oregon Peak, Yuba	UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T18N, R7E, S28&34; T19, R7, S29&32. West of Bullard's Bar and west of Oregon Hill Road between Dobbins and Oregon Peak, Yuba County, California.	rnia. COUNTY - Yub; 's Bar and west of Ore;	a. LEGAL - T18N, gon Hill Road betv	R7E, /een Dobbins and
Pendola Silviculture Project CE	<ul> <li>Wildlife, Fish, Rare plants</li> <li>Vegetation management (other than forest products)</li> <li>Fuels management</li> </ul>	On Hold	NA	NIA	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	Description: The Feather River Ran the Pendola boundary. reforesting and release	<b>Description:</b> The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforesting and release	to treat a minimum of ation, hand cutting an	160 acres of plant d piling, pile burnir	ation ground within 1g, under burning,
	Location: UNIT - Feather Riv 14, 15, and 26. Loc	UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2,11,12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.	ornia. COUNTY - Plumas. LEGAL - 7 adjacent to the Challenge community.	nas. LEGAL - T18 ige community.	N R7E S2,11,12,
Provost, Rod - renew permit for existing access road.	- Special use management	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
C	Description: Continued use and to private property. Web Link: http://www.fs.fed.u	Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34303	s road, approximately , ect=34303	150' on National Fo	orest System lands,
	Location: UNIT - Feather Riv	UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Vallev Reservoir. north of La Porte. California.	rnia. COUNTY - Plun te. California.	nas. LEGAL - T22	N, R9E, Section

Project Name	<b>B</b> a	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Feath	ner River Ran	Feather River Ranger District (exclud	ing Projects occurring in more than one District)	an one District)	R5 - P	R5 - Pacific Southwest Region
Sugarloaf Hazardous Fuels Reduction EIS	<ul> <li>Special area manage</li> <li>Wildlife, Fish, Rare</li> <li>Forest products</li> <li>Vegetation manage</li> <li>(other than forest prooded the fuels management)</li> <li>Watershed manage</li> </ul>	<ul> <li>Special area management</li> <li>Wildlife, Fish, Rare plants</li> <li>Forest products</li> <li>Vegetation management</li> <li>(other than forest products)</li> <li>Fuels management</li> <li>Watershed management</li> </ul>	In Progress: NOI in Federal Register 07/15/2012 Est. DEIS NOA in Federal Register 04/2014	Expected:08/2014	09/2014	Carol Spinos 530-534-6500 cspinos@fs.fed.us
	Description	: Reduce hazardous landscape.	Description: Reduce hazardous fuels around the communities of La Porte and American House and reintroduce fire to the landscape.	a Porte and American	House and reintr	oduce fire to the
	Web Link:	http://www.fs.fed.us	s/nepa/nepa_project_exp.php?project=36549	ect=36549		
	Location:	UNIT - Feather Riv 29-32, T22N, R9E, S24-26, 35, 36, T2 Porte within the so	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24.25, 35, 36. T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32, T21N, R8E, S24-26, 35, 36, T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District.	nia. COUNTY - Butt 8, T21N, R9E, S1-3, 5 Adjacent to the comm Ranger District.	e. LEGAL - T22N -12, 14-22, 27-32 unities of Americ	l, R10E, S19, 20, , T21N, R8E, an House and La
Taber Mine Plan of Operations EA	- Minerals and Geology	nd Geology	In Progress: Notice of Initiation 10/10/2012 Est. Comment Period Public Notice 04/2014	Expected:07/2014	07/2014	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description	: Continued Mainten backhoe to transpo the historic cabin.	<b>Description:</b> Continued Maintenance and clearing of the existing adit. Repair and maintenance of the access road. Use of backhoe to transport material from the adit to the wash plant. Use and maintenance of the settling pond. Use of the historic cabin.	lit. Repair and mainte plant. Use and main	nance of the aco tenance of the se	ess road. Use of ettling pond. Use of
	Location:	UNIT - Feather Riv Just off the La Port	UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T22N, R9E, Sec 30. Just off the La Porte road, about 7 miles NE of La Porte, CA.	nia. COUNTY - Sier te, CA.	ra. LEGAL - T22	N, R9E, Sec 30.

Project Name	Proje	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Feath	er River Rang	er District (excludi	Feather River Ranger District (excluding Projects occurring in more th	than one District)	R5 - Pa	<b>R5 - Pacific Southwest Region</b>
Union Hill Hazardous Fuels and Ecological Restoration Project EA	<ul> <li>Wildlife, Fish, Rare plants</li> <li>Forest products</li> <li>Vegetation management (other than forest products)</li> <li>Fuels management</li> <li>Watershed management</li> </ul>	Wildlife, Fish, Rare plants Forest products Vegetation management other than forest products) Fuels management Watershed management	In Progress: Notice of Initiation 01/14/2013 Est. Comment Period Public Notice 05/2014	Expected:08/2014	10/2014	Carol Spinos 530-534-6500 cspinos@fs.fed.us
	Description: Web Link:	Modify hazardous fuels condition watersheds and forest resources wildlife/aquatic habitat, meadows http://www.fs.fed.us/nepa/nepa_r	<ul> <li>Description: Modify hazardous fuels conditions to protect local communities. Overcrowded forests pose an increased risk to watersheds and forest resources. Implement restoration activities to improve watershed conditions, enhance wildlife/aquatic habitat, meadows</li> <li>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41053</li> </ul>	munities. Overcrowd on activities to improv ect=41053	ed forests pose an e watershed condi	increased risk to tions, enhance
	Location:	UNIT - Feather River Ranger Dis R8E, S22, 25, 26, 27, 35; T20N, community of LaPorte, California	trict. STATE - Cali R9E, S6, 7, 8, 16,	fornia. COUNTY - Plumas. LEGAL - T19N,R8E, S2; T20N, 17, 18, 19, 20, 21, 30; T21N, R9E, S31. West and south of the	mas. LEGAL - T19 21N, R9E, S31. W	N,R8E, S2; T20N, lest and south of the

Plumas National Forest Mt. H	lough Ranger Dis	trict (excluding	Plumas National Forest Mt. Hough Ranger District (excluding Projects occurring in more than one District)	one District)	R5 - Pa	<b>R5 - Pacific Southwest Region</b>
Shenandoah Abandoned Mine Closure	- Minerals and Geology	Geology	In Progress: Scoping Start 06/01/2011	Expected:05/2014	06/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
ſ	Description: Cl	Closure of 3 mine adits at the Shen culverts will be installed as needed	Description: Closure of 3 mine adits at the Shenandoah Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed.	e closure will provide fo	r public safety. E	3at gates and
	Location: U	NIT - Mt. Hough I action 28. Shenau	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar.	a. COUNTY - Plumas. ucks Lake Wilderness a	LEGAL - T25N, bove the town of	R7E, NE 1/4 of Rich Bar.
Bila PGE Telephone Pole Replacement Project	- Special use management	anagement	In Progress: Scoping Start 07/22/2013	Expected:05/2014	05/2014	Erika Brenzovich 530-283-7622 ebrenzovich@fs.fed.us
	Description: Po C 3(	PG&E proposes to remo Crescent Mills. New poles wi 30934013 & 30934088)	ll be set 5 feet from old	matey 25 poles along powerline between Indian Falls and poles with minimal ground disturbance (PG&E project #s	owerline between nd disturbance (P	'G&E project #s
	Location: U	NIT - Mt. Hough I nd T26N, R9E, se	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, section 3 and T26N. R9E. sections 34 and 35. Project is located along highway 89 between highway 70 and Cresent Mills.	<ol> <li>COUNTY - Plumas.</li> <li>d along highway 89 bet</li> </ol>	LEGAL - T25N, ween highway 70	R9E, section 3 and Cresent Mills.

Plumas National Forest       Mt. Hough Ranger District (excluding Exploration Project         Bud Lee Placer Mineral       - Minerals and Geology         Exploration Project       - Minerals and Geology         CE       Description: The proposal inclumaterial would be Creek.         CE       Description: The proposal inclumaterial would be Creek.         CE       Description: The proposal inclumaterial would be Creek.         Caribou #2 Pole Replacement       - Special use management         CE       - Special use         Description: PGE proposes to         (PG& and F)       - Cotation         CE       - Cotation         CE	(excluding P gy	Mt. Hough Ranger District (excluding Projects occurring in more than one District)	ana Nistriat)	R5 - Pacific Southwest Region	A REAL PROPERTY AND A REAL
d Lee Placer Mineral ploration Project Description: Location: Location: Description: Location: Location:	gy		טווה הופתורה		est Region
ribou #2 Pole Replacement - Special use Description: Description:		In Progress: Scoping Start 12/31/2013	Expected:04/2014	05/2014 Leslie Edlund 530-283-7650 ledlund@fs.fed.us	d 50 fed.us
ribou #2 Pole Replacement - Special use Description: Location:	The proposal include material would be pro Creek.	<b>Description</b> : The proposal includes excavation of two test trenches to sample the material for mineral potential. Excavated material would be processed through a grizzly and trommel. Water for processing would be pumped from Mill Creek.	to sample the materia mel. Water for proce	I for mineral potential. Excavated ssing would be pumped from Mill	be E
ribou #2 Pole Replacement - Special use Description: Location:	UNIT - Mt. Hough Ra The project is located	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, Section 27. The project is located approximately 25 miles from Quincy, California and southwest of the community of Rich Bar	COUNTY - Plumas. ncy, California and so	COUNTY - Plumas. LEGAL - T25N, R7E, Section 27 2y, California and southwest of the community of Rich	27. ch Bar.
Description: PGE pro (PG&am) Location: UNIT - M T25N, R and 70 a	ement	Developing Proposal Est. Scoping Start 04/2014	Expected:05/2014	05/2014 Erika Brenzovich 530-283-7622 ebrenzovich@fs.fed.us	ovich 22 @fs.fed.us
	PGE proposes to replace 2 trans (PG&E Project #30876102)	replace 2 transmission/power line poles nea Snake lake and Keddie along highway 89 and 70 ect #30876102)	ies nea Snake lake ar	ld Keddie along highway 89 and	1 70
	UNIT - Mt. Hough Ra T25N, R9E, sections and 70 and est of Sn	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Southwest quater of T25N, R9E, sections 26 and Northwest quarter of T25N, R9E, section 32. Project is located west of highway 89 and 70 and est of Snake Lake and South of Keddie along highway 89 and 70.	COUNTY - Plumas. 4, R9E, section 32. Pro ng highway 89 and 70	COUNTY - Plumas. LEGAL - Southwest quater of R9E, section 32. Project is located west of highway g highway 89 and 70.	89
El Rico Mina Placer Mining - Minerals and Geology Project EA	gy	Completed	Actual: 03/04/2014	05/2014 Leslie Edlund 530-283-7650 ledlund@fs.fed.us	d 0 ed.us
	al to conduct al also include ww.fs.fed.us/l	Description: Proposal to conduct placer mining operations along the edge of the road utilizing a backhoe and bulldozer. Proposal also includes sampling within the road bed itself, utilizing an auger to remove sample material. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40996	edge of the road utili elf, utilizing an auger ct=40996	zing a backhoe and bulldozer. to remove sample material.	
Location: UNIT - M MDBM. <sup>-1</sup> along NF	UNIT - Mt. Hough Ra MDBM. The project a along NFS Road 26N	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R9E, MDBM. The project area is located along an unnamed ephemeral channel, west of Greenville area. along NFS Road 26N81, also known as North Canyon Road.	COUNTY - Plumas. ephemeral channel, v Road.	COUNTY - Plumas. LEGAL - T26N, R9E, Section 4, phemeral channel, west of Greenville area. Access is toad.	4
Gold Mill Placer - Minerals and Geology CE	gy	Completed	Actual: 01/30/2014	05/2014 Donna Duncan 530-283-7650 ledlund@fs.fed.us	an 0 ed.us
Description: Proposal will be pu may be c	Proposal is to use a backhoe will be pumped from Mill Cree may be opened and repaired	Description: Proposal is to use a backhoe to dig 5 test pits and excavate material for processing through a highbanker. Water will be pumped from Mill Creek and discharged back to pit. Approx .25 miles of a non-system spur/access road may be opened and repaired.	ivate material for proc pit. Approx .25 miles	essing through a highbanker. W of a non-system spur/access ro	<i>l</i> ater ad
Location: UNIT - MDBM.	UNIT - Mt. Hough Ranger District. MDBM. The claim is located along	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R MDBM. The claim is located along Mill Creek, off of NFS Road 25N20, near the town of Virgilia.	COUNTY - Plumas. S Road 25N20, near	COUNTY - Plumas. LEGAL - T25N, R8E, Section 22, Road 25N20, near the town of Virgilia.	22,

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Project Name	Project Purpose	Planning Status	Decision	Implementation	Project Contact
Plumas National Forest Mt. Ho	ough Ranger District (excluding	Mt. Hough Ranger District (excluding Projects occurring in more than	n one District)	R5 - Pa	<b>R5 - Pacific Southwest Region</b>
	- Minerals and Geology	In Progress: Scoping Start 08/13/2013	Expected:04/2014	05/2014	Donna Duncan 530-283-7650 dmduncan@fs.fed.us
	Description: Mining operation consi creek and a drywasher contained motor home	<b>Description:</b> Mining operation consisting of hand shoveling and panning work. Operation also includes use of a sluice box in the creek and a drywasher 60 feet from the creek. The plan would authorize 4 month occupancy at the site in a self contained motor home.	nning work. Operation an would authorize 4 m	also includes use on the occupancy a	of a sluice box in the t the site in a self
	Location: UNIT - Mt. Hough MDBM. Project is Taylorsville, CA.	UNIT - Mt. Hough Ranger District. STATE - California. MDBM. Project is located along Indian Creek along NF Taylorsville, CA.	ia. COUNTY - Plumas. LEGAL - T26N, R12E, Section 2 NFS Road 29N43 (Antelope Lake Road). Nearest town is	LEGAL - T26N, F lope Lake Road).	R12E, Section 21, Nearest town is
Grays Flat Quincy-Caribou PGE Pole Replacement	- Special use management	In Progress: Scoping Start 07/23/2013	Expected:04/2014	04/2014	Erika Brenzovich 530-283-7622 ebrenzovich@fs.fed.us
C T	Description: PGE is proposing Flat-Quincy Caribo	PGE is proposing replacing 16 wood utility poles in two areas on NFS Lands. These two areas are along the Grays Flat-Quincy Caribou #2 Line (PG&E Project #30783963).	vo areas on NFS Lands 783963).	s. These two areas	are along the Grays
	Location: UNIT - Mt. Hough 15, 16, 21, 22, and Line.	UNIT - Mt. Hough Ranger District. STATE - California. 15, 16, 21, 22, and 23. The proposed treatment area is Line.	ia. COUNTY - Plumas. LEGAL - T25N, R7E, section 14, i is the power line between Grays Flat adn Quincy Caribou #2	. LEGAL - T25N, F en Grays Flat adn	٦7E, section 14, Quincy Caribou #2
Greenhorn Creek Guest Ranch Outfitting and Guiding Permit reissue	- Recreation management	In Progress: Scoping Start 12/26/2012	Expected:07/2014	08/2014	Elizabeth Sousa 530-283-7622 esousa@fs.fed.us
CE	Description: Reissue a 10 year the same operation miles of the Ranch	<b>Description:</b> Reissue a 10 year O&G Permit for horseback rides and an assigned campsite on Nat Forest Sys land. This is the same operation as the past 10 years, with approximately 39 miles of trail and the majority of the rides with 8 miles of the Ranch	les and an assigned ca imately 39 miles of trai	Impsite on Nat For and the majority of	est Sys land. This is of the rides with 8
	Location: UNIT - Mt. Hough Ranger District. R11 T24 R12. Mt. Hough Ranger I	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24 R10, R11 T24 R12. Mt. Hough Ranger District and Little Summit Lake on Beckwourth Ranger District	a. COUNTY - Plumas. LEGAL - T24 R10,R11 Jmmit Lake on Beckwourth Ranger District.	LEGAL - T24 R1	0,R11 T23R10 ct.
Grizzly Forebay and North Fork River PG&E Pole Replacement Project	- Special use management	Completed	Actual: 02/07/2014	04/2014	Dani Swantic 530-283-2050 dswantic@fs.fed.us
C m	Description: PGE is planning o distrubance will be is expected.	<b>Description:</b> PGE is planning on replacing two wood poles within the Grizzly Forebay and North Fork River. Ground distrubance will be in the form of digging two new holes approximately 5 feet from old hole. No other disturbance is expected.	he Grizzly Forebay and es approximately 5 fee	North Fork River.	
	Location: UNIT - Mt. Hough and T26N, R6E, a Feather River.	UNIT - Mt. Hough Ranger District. STATE - California. and T26N, R6E, and section 35. Poles are adjacent to the Feather River.	ia. COUNTY - Plumas. LEGAL - T24N, R6E, section 34 to Grizzly Forebay adn Highway 70 and the North Fork	. LEGAL - T24N, I Highway 70 and th	R6E, section 34 e North Fork

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Project Name		Project Purpose	Planning Status	Decision	Implementation	Project contact
Plumas National Forest N	Mt. Hough Ranger	Mt. Hough Ranger District (excluding F	Projects occurring in more than one District)	one District)	R5 - Paci	R5 - Pacific Southwest Region
Herby's Quarry Mineral Materials Permit CE	- Minerals and Geology	nd Geology	In Progress: Scoping Start 12/31/2013	Expected:04/2014	05/2014 L	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description	: The Forest Service proposes t taken from the existing quarry.	Description: The Forest Service proposes to issue a mineral material contract for extraction of landscape rock. Rock would be taken from the existing quarry.	ial contract for extract	ion of landscape roch	k. Rock would be
	Location:	UNIT - Mt. Hough R. The project is locate	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGA The project is located east of Greenville, California and southwest of Antelope Lake	<ul> <li>COUNTY - Plumas</li> <li>d southwest of Antelo</li> </ul>	COUNTY - Plumas. LEGAL - T26N, R12E, Section 4. outhwest of Antelope Lake.	12E, Section 4.
Mt. Hough Range Allotment Project EA	- Grazing management	anagement	Developing Proposal Est. Notice of Initiation 10/2014	Expected:06/2015	06/2015 k	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
	Description	: Mount Hough Range are included: Lone F	Description: Mount Hough Range Allotments in and around Lone Rock Creek, Lights Creek, and Antelope Lake. Six allotments are included: Lone Rock, Lights Creek, Antelope, Antelope Lake, Hungry Creek, and Taylor Lake.	tock Creek, Lights Cri slope Lake, Hungry Ci	eek, and Antelope La reek, and Taylor Lak	ake. Six allotments e.
	Location:	UNIT - Mt. Hough Ranger District. ST/ T27N R12E. Mt Hough Ranger District	Ranger District. STATE - California. ough Ranger District.		COUNTY - Plumas. LEGAL - portions of sections in	of sections in
Spanish Gold #4 Mineral Exploration Project CE	- Minerals and Geology	nd Geology	Completed	Actual: 02/19/2014	03/2014	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description	Description: Excavation of 15-18 processed through a	Excavation of 15-18 test trenches to evaluate the sub-surface material for mineral potential. processed through a trommel using water pumped from Spanish Creek.	surface material for π m Spanish Creek.		Material would be
	Location:	UNIT - Mt. Hough R Section 13 and the 3 Quincy, California.	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, NE ¼ of Section 13 and the SE ¼ of Section 12. The project is located along Spanish Creek between Meadow Valley and Quincy, California.	. COUNTY - Plumas. located along Spanish	s. LEGAL - T24N, R8E, NE ¼ of th Creek between Meadow Valley	8E, NE ¼ of eadow Valley and
Storrie Fire / Chips Fire Reforestation Project CE	- Vegetation (other than t	- Vegetation management (other than forest products)	Completed	Actual: 01/10/2014	03/2014	David Kinateder 530-283-7676 djkinateder@fs.fed.us
	Description Web Link:	: This project propose http://www.fs.fed.us	Description: This project proposes reforestation on 168 acres that burned in both the 2000 Storrie Fire and the 2012 Chips Fire. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=41577	ourned in both the 20 ect=41577	00 Storrie Fire and th	ne 2012 Chips Fire.
	Location:	UNIT - Mt. Hough Ranger Distr miles north west of Belden, CA	Ranger District. STATE - California. If Belden, CA.		COUNTY - Plumas. LEGAL - Not Applicable. About 4	icable. About 4

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Plumas National Forest Mt.	Hough Ranger District (excludin	Mt. Hough Ranger District (excluding Projects occurring in more than one District)	one District)	Implementation R5 - Pacifi	R5 - Pacific Southwest Region
teas	<ul> <li>Wildlife, Fish, Rare plants</li> <li>Vegetation management (other than forest products)</li> </ul>	In Progress: Comment Period Public Notice 02/05/2014 Est. Objection Period Legal	Expected:07/2014	07/2014	Chris Christofferson 530-283-7652 cchristofferson@fs.fed.u s
	Description: Treat up to 200 ac cultural, and chen	<b>Description:</b> Treat up to 200 acres annually of priority invasive plant infestations using a combination of manual, mechanical, cultural, and chemical methods on NFS lands in watersheds affected by the Storrie and Rich Fires.	nt infestations using a c rsheds affected by the	combination of ma Storrie and Rich F	ınual, mechanical, -ires.
	Web Link: http://www.fs.fed.u	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38602	ject=38602		
	Location: UNIT - Mt. Hough T24N R5E; T24N R8E. Watersheds	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R5E; T23N R6E; T24N R5E; T24N R5E; T24N R7E; T25N R6E; T25N R7E; T25N R8E; T26N R6E; T26N R7E; T26N R8E. Watersheds affected by the Storrie and Rich fires; nearest town is Belden.	a. COUNTY - Plumas. R6E; T25N R7E; T25N ss; nearest town is Beld	LEGAL - T23N F I R8E; T26N R6E; Ien.	R5E; T23N R6E; ;   T26N R7E; T26N
Sunset Consolidated (China Bar) Placer Mining	- Minerals and Geology	Completed	Actual: 03/04/2014	06/2014	Donna Duncan 530-283-7650 ledlund@fs.fed.us
	Description: Use of an excava conveyor, wash p pond.	<b>Description:</b> Use of an excavator to remove material from a terraced area approximately 200 feet upslope of the river. A conveyor, wash plant and sluice box will be used for processing. Water will be pumped from an existing set pond.	bed area approximately 200 feet upslope of the river. A processing. Water will be pumped from an existing settling	200 feet upslope obe pumped from a	of the river. A an existing settling
	Web Link: http://www.fs.fed.	http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40117	ject=40117		
	Location: UNIT - Mt. Hough North Fork of the	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Section 19. North Fork of the Feather River, Seneca, CA.	a. COUNTY - Plumas.	LEGAL - T26N,	R8E, Section 19.
Twain Highway 70 PGE Pole Replacement CE	- Special use management	Completed	Actual: 02/07/2014	04/2014	Dani Swantic 530-283-2050 dswantic@fs.fed.us
	Description: PGE proposes to for the new pole, to	<b>Description:</b> PGE proposes to replace one distribution pole in the town of Twain, CA. Work will consist of excavation the hole for the new pole, stting the pole, transferring the overhead lines using a bucket truck or by climbing the pole.	town of Twain, CA. Wo head lines using a buck	ork will consist of e truck or by clim	excavation the hole bing the pole.
	Location: UNIT - Mt. Hough Project is located	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, section 21. Project is located approximately one mile from the town of Twain, CA.	a. COUNTY - Plumas. wn of Twain, CA.	LEGAL - T25N,	R8E, section 21.

	Projects occurring in more than one District) In Progress: Expected:08/2014	09/20	R5 - Pacific Southwest Region
nitlock Ravine Staging Area velopment			Elizabeth Sousa
Description: Create gravel parking and install barriers for a	tion 05/30/2012 Period Public		530-283-7622 esousa@fs.fed.us
	rriers for an Off Highway Vehicle an	d Snowmobile Staging	l Area.
Location: UNIT - Mt. Hough Ranger District. STATE - C Whitlock Ravine off County Road 435.	STATE - California. COUNTY - Plumas. 35.	mas. LEGAL - T24N R8E Section 12.	R8E Section 12.
Wildcat Fuels Reduction and Vegetation Management Project       - Wildlife, Fish, Rare plants       In Progress:         Vegetation Management Project)       - Vegetation management       Notice of Initiation 01/29/2014         Vegetation Management Project)       - Vegetation management       Notice of Initiation 01/29/2014         (Wildcat Project)       - Vegetation management       Notice 06/2014         EA       *NFW I ISTING*       - Road management	tion 01/29/2014 Period Public	15 05/2015	Elaine Vercruysse 530-283-7651 evercruysse@fs.fed.us
	tuce fuels, improve forest health, red ning non-system and system roads,u	duce invasives and imp ise of herbicides for inv	prove water quality. vasives and wood
Location: UNIT - Mt. Hough Ranger District. STATE - C approximately 25 miles from Greenville Califor project area is north of Antelope Lake.	Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Not Applicable. Wildcat is miles from Greenville California and approximately 6 miles from Janesville, California. The th of Antelope Lake.	mas. LEGAL - Not Ap miles from Janesville, C	pplicable. Wildcat is California. The

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04/01/2014 04:45 am MT

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