

BOARD OF SUPERVISORS

AGENDA

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



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

SEPTEMBER 23, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

9:20 A.M. YUBA COUNTY HOUSING AUTHORITY

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. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**

A. Agricultural Commissioner

1. (428-14) Approve application for grant funds from the National Rifle Association for purchase of pheasants, and authorizing the Agriculture Commissioner to execute grant documents. (Protective Inspection Committee recommends approval)

B. Auditor-Controller

1. (429-14) Adopt resolution to determine the appropriations for Special Districts under the County.
2. (430-14) Adopt resolutions fixing general countywide tax rate and special tax rates for County, School District and Special District indebtedness.

C. Board of Supervisors

1. (431-14) Appoint Health and Human Services Deputy Director Pam Morasch to the First Five Yuba Commission as a County representative.

D. Clerk of the Board of Supervisors

1. (432-14) Approve minutes of the meetings of August 26, and September 9, 2014.
2. (433-14) Reappoint Terry Oakes to the Fish and Game Advisory Commission for a term ending September 23, 2018.

E. Community Development and Services

1. (434-14) Adopt resolution authorizing Public Works Director to enter into grant funding agreements with Pacific Gas and Electric related to fuel reduction and roadside chipping projects.

F. County Counsel

1. (435-14) Receive Yuba County Digital Law Library Annual Report for Fiscal Year 2013-2014.

G. Health and Human Services

1. (436-14) Adopt resolution authorizing acceptance of funds from California Supplemental Nutrition Assistance Program Education for October 1, 2014 through September 30, 2016 and authorizing Chair to execute all related documents.

H. Human Resources and Organizational Services

1. (437-14) Adopt resolution adopting the Departmental Position Allocation schedule in its entirety, as it relates to the 2014-2015 Fiscal Year Budget.

I. Sheriff-Coroner

1. (438-14) Receive Inmate Welfare Expenditure Summary for Fiscal Year 2013-2014 pursuant to Penal Code Section 4025(e).

IV. **PUBLIC COMMUNICATIONS:** 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.

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (439-14) Approve release of invitation for bid for New Sheriff Facility at 720 Yuba Street, with a tentative bid opening date of October 29, 2014, and authorize Director to finalize bid documentation upon Counsel approval. (Ten minute estimate)

B. Board of Supervisors

1. (440-14) Approve Yuba Foothills Community Wildfire Protection Plan (CWPP) and authorize chair to execute Mutual agreement. (Fifteen minute estimate)

C. County Administrator

1. (441-14) Adopt resolution authorizing the issuance of special tax bonds for Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) related to Improvement Area C of the District in amount not to exceed \$3,200,000; approving Fiscal Agent Agreement, Continuing Disclosure Agreement; authorizing execution of agreements by County Administrator and/or Chairman and other related documents and actions upon review of County Counsel and Disclosure Counsel. (Fifteen minute estimate)

VI. **ITEM OF PUBLIC INTEREST**

- A. (442-14) Consider approval of application for off-sale beer and wine alcohol beverage license from Rajinder Gill at Feather River Boulevard (APN 020-135-001) and make a finding of public convenience or necessity to allow license. (Ten minute estimate)

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

- A. (443-14) Notice from California Fish and Game Commission regarding petition to list the Livermore tarplant as endangered.
- B. (444-14) Notice from U.S. Fish and Wildlife Service announcing withdrawal of proposal to remove the valley elderberry longhorn beetle from the Federal List of Threatened and Endangered Species.

VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

IX. **CLOSED SESSION:**

A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations -
DDAA/Confidential/Unrepresented/Management

X. **ADJOURN**

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.

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Yuba County Housing Authority



**HOUSING AUTHORITY COMMISSION
BOARD OF SUPERVISORS CHAMBERS
915 8TH STREET, MARYSVILLE
September 23, 2014 at 9:20 A.M.**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

Commissioner Abe
Commissioner Griego
Commissioner Nicoletti
Commissioner Stocker
Commissioner Vasquez
Commissioner Rose

III. CONSENT ITEMS

- A. Approve Minutes – September 9, 2014
- B. Approve New Utility Allowance Standards

IV. NEW BUSINESS

- A. None

V. ADJOURNMENT

MINUTES
YUBA COUNTY HOUSING AUTHORITY COMMISSION
September 9, 2014

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Griego in the Yuba County Board of Supervisors Chambers, Yuba County Government Center Marysville, California at 9:46 a.m. with a quorum being present as follows: Commissioners Abe, Griego, Stocker, Nicoletti, and Vasquez. Commissioner Carson-Rose was absent.

CONSENT ITEMS

Commissioner Nicoletti made a motion to approve the consent agenda (August 12, 2014 minutes and SEMAP submittal). Commissioner Stocker seconded the motion and the motion carried unanimously (5-0).

New Business

Housing Authority Regionalization. The Director of Planning, Wendy Hartman, provided background on the difficulty in finding a manager to oversee the Housing Authority that had the necessary experience with HUD programs. Hartman also discussed that both PMC and the Regional Housing Authority of Sutter & Nevada Counties evaluated the County's current housing program and determined that there was not an existing staff person with the knowledge and skill set required to oversee the various housing programs. In addition, both agencies indicated that the average case load for an eligibility technician/housing specialist is 400-450 clients. Yuba County typically has between 360 to 420 total vouchers/clients that are shared between three full time housing specialists. Therefore, the County would either need to completely restructure our program to better utilize limited administrative funds or look for other options such as regionalization. Based on past efforts staff is not confident that we would be able to find an experienced Housing Manager for such a small housing program and therefore the most economical approach is regionalization. The Commission asked what other benefits would occur from regionalization and Hartman indicated access to both section 8 vouchers as well as the many public housing projects operated by Regional Housing Authority. Clients would also be able to use vouchers anywhere within the boundary of the Regional Housing Authority. Other questions included: what other housing programs would be impacted such as CDBG; whether staff had an exact dollar amount on the saving potential; where clients would go to receive services; and, whether there was any downside to regionalization. CDBG and CSBG are not part of the Housing Authority so this action would only affect the Section 8 and Family Self Sufficiency programs, Regional Housing Authority currently has both these programs so existing clients would continue to receive services. Applications currently on the wait list would also be transferred to the Regional Housing Authority and they would take

people from the wait list as vouchers became available. While an exact cost saving figure was not available, Regionalization allows for one Executive Director position for the entire Housing Authority rather than one for each participating County so this would reduce funds utilized for top management positions and therefore better utilization of limited administration funds. Clients would be able to obtain most information on-line or by visiting the Regional Housing Office located off Butte House Road in Yuba City. While Hartman was not aware of any negative impact to clients from regionalization, she did indicate that change can be difficult for some people. Yuba County would be notifying clients of the change and inviting them to an open house so they could meet staff from Regional Housing Authority and ask any questions they may have regarding the transition. Hartman also informed the Commission that two of the three Housing employees have submitted applications to Regional Housing Authority and that other next steps would involve entering into a Memorandum of Agreement with Regional Housing Authority to establish Yuba County's ongoing role with housing programs, such as how many members would be appointed to serve on the Regional Board. There were not any comments from the public.

Commissioner Nicoletti made a motion to approve the resolution to transfer administration of the Section 8 Voucher Program and Family Self Sufficiency Program to the Regional Housing Authority of Sutter and Nevada Counties. The motion was seconded by Commissioner Abe and the motion carried unanimously (5-0).

ADJOURNMENT

There being no further business, Commissioner Griego adjourned the meeting at 9:55.

, Chair

, (Director/Secretary)

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

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Marysville, California 95901

www.co.yuba.ca.us



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

DATE: September 23, 2014

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director 

SUBJECT: Adopt Changes in Utility Allowance effective October 1, 2014

Recommendation:

It is recommended that the Yuba County Housing Commissioners adopt new utility allowances effective October 1, 2014 for new participants, moving participants and annual certifications (Utility Allowances attached).

Background:

HUD imposes regulations to each Housing Authority regarding income guidelines, payment standards, utility allowances and fair market rents. To assist participants in finding reasonable housing we must adjust the utility allowances on an annual basis. Tenants that were affected by the October 1, 2014 effective date were notified in August 2014 of any changes in rent payments. All other tenants will be notified as part of their annual review.

Attachment

Utility Allowance Tables



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2010)

See Public Reporting Statement and Instructions on back

Locality Yuba County Housing Authority	Unit Type Single Family Detached; Manufactured Home	Date (mm/dd/yyyy) 10/01/2014
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Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	8	11	14	18	23	27
	b. Bottle Gas	26	37	48	58	74	85
	c. Oil / Electric	12	17	22	28	37	43
	d. Coal / Other						
Cooking	a. Natural Gas	3	5	6	7	9	10
	b. Bottle Gas	11	15	20	24	31	35
	c. Oil / Electric	5	7	8	10	13	15
	d. Coal / Other						
Other Electric		11	15	19	24	30	34
Air Conditioning		8	12	16	20	26	30
Water Heating	a. Natural Gas	7	9	12	15	19	22
	b. Bottle Gas	23	32	41	50	63	72
	c. Oil / Electric	11	16	21	25	32	37
	d. Coal / Other						
Water		65	67	71	78	85	91
Sewer							
Trash Collection		27	27	27	27	27	27
Range/Microwave							
Refrigerator							
Other -- specify		2	3	4	5	7	8

Actual Family Allowances To be used by the family to compute allowance.		Utility or Service	per month cost
Complete below for the actual unit rented.		Heating	\$
		Cooking	
		Other Electric	
		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
Name of Family		Other	
Address of Unit		Total	\$
Number of Bedrooms			

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2010)

See Public Reporting Statement and Instructions on back

Locality YUBA COUNTY HOUSING AUTHORITY		Unit Type Semi-Detached/Row House/Garden/Walkup				Date (mm/dd/yyyy) 10/1/2014	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	7	10	13	17	21	25
	b. Bottle Gas	25	34	44	54	69	79
	c. Oil / Electric	11	15	20	26	34	40
	d. Coal / Other						
Cooking	a. Natural Gas	3	5	6	7	9	10
	b. Bottle Gas	11	15	20	24	31	35
	c. Oil / Electric	5	7	8	10	13	15
	d. Coal / Other						
Other Electric		11	15	19	24	30	34
Air Conditioning		8	11	15	19	24	28
Water Heating	a. Natural Gas	7	9	12	15	19	22
	b. Bottle Gas	23	32	41	50	63	72
	c. Oil / Electric	11	16	21	25	32	37
	d. Coal / Other						
Water		34	65	39	74	79	84
Sewer							
Trash Collection		27	27	27	27	27	27
Range/Microwave							
Refrigerator							
Other -- specify		2	3	4	5	6	7
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.						Utility or Service per month cost	
Name of Family						Heating	
						Cooking	
Address of Unit						Other Electric	
						Air Conditioning	
Number of Bedrooms						Water Heating	
						Water	
						Sewer	
						Trash Collection	
						Range/Microwave	
						Refrigerator	
						Other	
						Total	
						\$	



CONSENT

AGENDA

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The County of Yuba

Fish and Game Commission

TO: Yuba County Board of Supervisors

FROM: Christian Hogan, Chair
Louie B. Mendoza, Jr., Agricultural Commissioner

SUBJECT: Adopt resolution approving the grant with the National Rifle Association (NRA) Foundation to allow pheasant purchase for the 2015 pheasant hunt for juniors, women and mobility impaired and authorize the Agriculture Commissioner to execute grant documentation.

DATE: September 23, 2014

Recommendation:

Consider approval of the attached resolution approving the application for Grant funds made available by the NRA for the purchase of pheasants and authorizing the Yuba County Agriculture Commissioner to execute grant documentation.

Background:

With the Board's approval to execute the grant documentation, the application for the grant will be completed by the Yuba County Fish and Game Advisory Commission under the direction of the Yuba County Agriculture Commissioner. The Grant will be used to purchase pheasants for the 2015 Juniors, Women and Mobility Impaired Pheasant Hunt. This grant has been approved by the Board for the past several years.

Discussion:

The approval of the resolution will allow for the Grant to be completed by the Yuba County Fish and Game Advisory Commission under the direction of the Agriculture Commissioner. Greg Soliz (Commission member) will be handling the grant process with the Agriculture Commissioner executing the appropriate and needed documentation.

Committee Action:

On September 16, 2014, the Protective Inspection Committee recommended approval and that this item be placed on the Board of Supervisors consent agenda.

Fiscal Impact:

No fiscal impact.

*Yuba County Fish and Game Advisory Commission
Christian Hogan, Chair
Yuba County Agriculture Department
915 8th Street, Suite 127
Marysville, CA 95901*

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION RATIFYING AND APPROVING) RESOLUTION NO. _____
THE SUBMITTAL OF AN APPLICATION FOR)
A NATIONAL RIFLE ASSOCIATION GRANT)
BY THE YUBA COUNTY AGRICULTURAL)
COMMISSIONER ON BEHALF OF THE FISH)
AND GAME ADVISORY COMMISSION TO)
EDUCATE INDIVIDUALS ABOUT HUNTING)
SAFETY AND MARKSMANSHIP AND)
AUTHORIZING THE AGRICULTURAL)
COMMISSIONER TO EXECUTE ANY)
DOCUMENTS REQUIRED AND/OR RELATED)
TO THE APPLICATION AND ADMINISTRATION) OF THE GRANT.)

WHEREAS, the National Rifle Association (NRA) has made grant funds available through the NRA Foundation State Fund Committee General Grant; and

WHEREAS, the NRA Grant is to educate individuals, including youth, with respect to hunting safety and marksmanship; and

WHEREAS, for the last 24 years the Yuba County Fish and Game Advisory Commission and Yuba County Agricultural Commissioner have been cosponsoring the local Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

WHEREAS, the NRA FOUNDATION State Fund Committee General Grant will provide the necessary funds to purchase pheasants for the 2015 Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

WHEREAS, the Yuba County Agricultural Commissioner is requesting the Board of Supervisors of Yuba County ratify and approve the submittal of the grant application; and

WHEREAS, the Yuba County Board of Supervisors has approved a similar request in the past;
and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby ratifies and approves the submittal of an application for a NRA Grant by the Yuba County Agricultural Commissioner on behalf of the Fish and Game Commission.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Agricultural Commissioner to execute all documents as required and/or related by the application and administration of the grant.

PASSED AND ADOPTED this _____ day of _____, 2014 by the Board of Supervisors of the County of Yuba, State of California, by the following vote:

AYES:

NOES:

ABSENT:

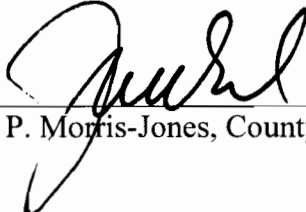
ABSTAIN:

John Nicoletti, Chair
Yuba County Board of Supervisors

ATTEST:

Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones, County Counsel

The County of Yuba



Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

September 5, 2014

TO: BOARD OF SUPERVISORS

FROM: C RICHARD EBERLE, AUDITOR-CONTROLLER *RE*

SUBJECT: 2014-15 RESOLUTION FOR SPECIAL DISTRICTS APPROPRIATION LIMITS

RECOMMENDATION:

Approve and adopt the 2014-15 Appropriation Limits for Special Districts governed by the Board of Supervisors.

BACKGROUND:

Pursuant to Article XIII B California State Constitution the appropriation limits for Special Districts governed by the Board of Supervisors is calculated each fiscal year using the Price and Population per capita as required by R&T 2227 from the Department of Finance.

DISCUSSION:

Approve and adopt the attached resolution to determine the appropriation limits for Special Districts governed by the Board of Supervisors. Attached is Exhibit A computing the Special Districts limit.

FISCAL IMPACT:

None.

COMMITTEE:

Not needed, this is an annual requirement.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA
STATE OF CALIFORNIA

IN RE:)	
)	RESOLUTION NO. _____
RESOLUTION OF THE)	
BOARD OF SUPERVISORS OF)	
THE COUNTY OF YUBA TO)	
DETERMINE THE APPROPRIATIONS)	
FOR SPECIAL DISTRICTS UNDER)	
<u>THE COUNTY</u>)	

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2014-15 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIII B of the Constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on this _____ day of 2014 by the following vote:

AYES:

NOES:

ABSENT

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors


APPROVED AS TO FORM
ANGIL MORRIS-JONES, COUNTY COUNSEL

EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS
STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT
FOR FISCAL YEAR 2014-15

DISTRICT:	FY 2013-14 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2014-15 LIMIT
Linda Street Lighting District	344,608	0.9977	X	1.0063 = 1.0040	345,981
County Service Area #2	13,217	0.9977	X	1.0063 = 1.0040	13,270
County Service Area #4	1,309	0.9977	X	1.0063 = 1.0040	1,314

The County of Yuba




Office of the Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

TO: Board of Supervisors

FROM: Richard Eberle, Auditor-Controller 

SUBJECT: Ad Valorem Bond Rates

DATE: September 23, 2014

Recommendation

Adopt attached resolutions for County-wide General, School, and Special District ad valorem tax rates on the secured property tax rolls for the fiscal year 2014-2015.

Background

California State Government Code Section 29102 requires the Board of Supervisors to adopt the rate of taxation on the secured tax rolls and any allowance for delinquencies

Discussion

The rates for ad valorem assessments rates are calculated by the Auditor-Controller's office or any special or school districts based on debt service obligations, legal statute, or other criteria and usually include a projected delinquency rate. These rates are used to determine the ad valorem assessments on real property for the current fiscal year.

Committee Action:

None

Fiscal Impact:

These rates affect the property tax collections for the County and any school or special districts with ad valorem assessments on the secured tax rolls. These rates determine funds collected for county operations and any debt service obligations for school or special districts

Attachment

**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

IN RE:

RESOLUTION FIXING GENERAL) RESOLUTION NO. _____
COUNTY WIDE TAX RATE _____)

WHEREAS, pursuant to the State of California Government Code Section 29100 which requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll and allowances for delinquencies, and

WHEREAS, pursuant to Article XIII A of the California Constitution, the maximum amount any ad valorem tax on real property, except levies for indebtedness approved by the voters prior to the time this section became effective, shall not exceed one percent (1%), and

WHEREAS, Government Code Section 29100 further provides with regard to voter-approved indebtedness, the Board of Supervisors shall adopt a tax rate on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED that the County Auditor-Controller shall apply a delinquency provision of seven percent (7%) of the taxable value on the County Secured Roll and the County Unsecured Roll for the 2014-2015 fiscal year.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, State of California that the ad valorem tax on real property shall not exceed one percent (1%) of the assessed value of such property for fiscal year 2014-2015.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba adopt the percentage of full value property on the secured roll legally subject to support the annual debt requirements as follows:

County Wide General.....	1.000000 %
Unitary Bond Indebtedness....	0.000576 %

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:

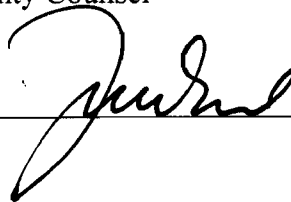
ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel



**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

IN RE:

RESOLUTION FIXING SPECIAL TAX)
RATES FOR COUNTY, SCHOOL)
DISTRICT, AND SPECIAL DISTRICT)
INDEBTEDNESS)

RESOLUTION NO. _____

WHEREAS, pursuant to the State of California Government Code section 29102 which requires the Board of Supervisors to adopt tax rates and levy taxes for School and Special Districts for which a tax levy is carries on the regular County Assessment Roll; and

WHEREAS, pursuant to the State of California Government Code section 29100 which specifies the procedure to be followed and requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the California Constitution and Revenue and Taxation Code section 93 and 100; and further provides that the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yuba County that the County Auditor-Controller is hereby directed to use the rates of taxation for the taxable valuation in each of the districts for fiscal year 2014-2015 as identified in the attachment, Exhibit A, which is incorporated herein.

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:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel

A handwritten signature in black ink, appearing to read 'Angil Morris-Jones', is written over a horizontal line.

Exhibit A

TAX RATES FOR COUNTY, SCHOOL DISTRICT AND SPECIAL DISTRICT INDEBTEDNESS.

Fiscal Year 2014-15

SCHOOL DISTRICTS

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

GO BOND 2006	0.031856 %
GO BOND 2008	0.029899 %
GO BOND 2009	0.059993 %

NEVADA UNION HIGH SCHOOL*.....0.008500 %

WESTERN PLACER UNIFIED SCHOOL DISTRICT*.....0.025042 %

WHEATLAND HIGH SCHOOL0.0299407 %

SCHOOL DISTRICTS (COMMUNITY COLLEGES)

YUBA COUNTY COMMUNITY COLLEGE

BOND 2006 A	0.005967 %
BOND 2006 B	0.009978 %
BOND 2006 C	0.009057 %

(*) Rates are calculated and set by the named district.

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: First Five Yuba Commission
Date: September 23, 2014

Recommendation

Appoint Health and Human Deputy Director Pam Morasch to the First Five Yuba Commission as a County representative.

Background and Discussion

The First 5 Yuba Commission by-laws indicates there should be two county representatives appointed from management representing any of these areas children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services. This vacancy occurred upon the retirement of Health and Human Services (HHS) Director Suzanne Nobles in December 2013. Ms. Morasch is the Health and Human Deputy Director and is recommended for appointment by Director Jennifer Vasquez.

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.

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The County of Yuba

B O A R D O F S U P E R V I S O R S



AUGUST 26, 2014 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:45 a.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 Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

I. PLEDGE OF ALLEGIANCE - A moment of silence was held for the many thousands of lives lost in the current conflict and the Vietnam era followed by the pledge led Mr. John Floe.

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present

County Counsel Angil Morris-Jones requested to add to County Departments Item E. 1. as a matter of business that arose after the agenda was posted.

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

III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

A. Administrative Services

1. (366-14) Approve airport lease agreement with Richard Clinton for Terminal Area Lease Parcel Nos. 18 and 19, and authorize Chair to execute. Approved.
2. (367-14) Adopt resolution authorizing Airport Manager to present proposal to Aircraft Owners and Pilots Association for consideration of Airport as location for 2015 AOPA Regional Fly-In. Adopted Resolution No. 2014-70, which is on file in Yuba County Resolution Book No. 45.

B. Clerk of the Board of Supervisors

1. (368-14) Appoint Tamaira Ramsey as a consumer representative and Dennis "Mike" Ayres as an at-large representative to the Behavioral Health Advisory Board for terms ending August 26, 2016 and 2017 respectively. Approved.

2. (369-14) Approve minutes of the meeting of August 12, 2014 Approved as written.

C. Clerk-Recorder/Elections

1. 370-14) Adopt resolution ordering consolidation of elections for November 4, 2014 Consolidated Statewide General Election. Adopted Resolution No. 2014-71, which is on file in Yuba County Resolution Book No. 45.

D. Community Development and Services

1. (371-14) Accept North Beale Road Median Safety Improvements as complete and authorize Public Works Director to execute and record notice of completion. Approved.
2. (372-14) Accept Timbuctoo Road over Deep Ravine No. 1 Bridge Replacement Project as complete and authorize Public Works Director to execute and record notice of completion. Approved.
3. (373-14) Receive notice of Final Map under review pending approval identified as Tract Map No. 2006-0044, Plumas Lake Phase 3. Approved.
4. (374-14) Award contract to R&R Horn Contractors, Inc. apparent low bidder, for Powerline Road/Bike Ped Improvements Phase II and authorize Chair to execute same. Approved.

E. County Administrator

1. (375-14) Authorize Chair to execute correspondence taking position on three bills currently considered by the Legislature (AB 1826; AB 2126; SB 1168). Chair Nicoletti commented on Boards position.

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

F. Health and Human Services

1. (376-14) Approve agreement with Yuba Community College for services for Independent Living Program and authorize Chair to execute. Approved.
2. (377-14) Approve agreement with Children's Home Society for CalWORKS program child care services and authorize Chair to execute. (Human Services Committee recommends approval) Approved.

G. Human Resources and Organizational Services

1. (378-14) Adopt resolutions amending Position Allocation Schedule and Basic Salary Schedule as relates to Program Specialist Adult Services, Health and Human Services effective September 1, 2014. Adopted Resolution No. 2014-72 and 2014-73, which are on file in Yuba County Resolution Book No. 45.
2. (379-14) Adopt resolutions amending Position Allocation Schedule and Basic Salary Schedule as relates to Probation Aide, Probation Department, effective September 1, 2014. Adopted Resolution No. 2014-74 and 2014-75, which are on file in Yuba County Resolution Book No. 45.
3. (380-14) Approve classification specifications for Chief Probation Officer and Director of Administrative Services and authorize Chair to execute. Approved.

IV. SPECIAL PRESENTATION

- A. (381-14) Present Proclamation proclaiming September 2014 as Hmong History Month. (Five minute estimate) Supervisor Vasquez read and presented the proclamation to Mr. John Tao and Colonel Lor. Mr. Tao commended the Board for their support.
- B. (382-14) Present Proclamation proclaiming September 2014 Childhood Cancer Awareness Month. (Five minute estimate) Postponed

V. PUBLIC COMMUNICATIONS:

- Mr. Earl Davis - Camptonville, various county roads in need of repair.
- Ms. Lisa Burns – Camptonville, excessive non-residential traffic contributing to the deterioration of roads.

Chair Nicoletti directed Public Works Director to review and respond.

VI. COUNTY DEPARTMENTS

A. Administrative Services

- 1. (383-14) Authorize use of Criminal Justice Temporary Construction Funds to be used as County local match for SB 81 Youthful Offender Rehabilitation Grant for Tri County Juvenile Facility project and authorize Auditor-Controller to establish appropriate account structure. (Ten minute estimate) Contracts and Purchasing Administrator Andrea Armstrong provided a brief recap of the project, local match requirements, and responded to Board inquiries

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

B. Community Development and Services

- 1. (384-14) Receive update on Olivehurst Public Utilities (OPUD) water rate increase and determine whether to file protest on County-owned properties. Public Works Director Mike Lee recapped water accounts affected by the rate increase, approximate annual costs, and responded to Board inquiries.

Following Board discussion, staff was directed to obtain additional information from Olivehurst Public Utilities District, and Marysville Joint Unified School District for schools affected. The matter was continued to September 9, 2014.

- 2. (385-14) Receive information on Community Rating System's Program for Public Information Committee as it relates to Federal Emergency Management Association and the National Flood Insurance Program. (Ten minute estimate) Principal Engineer Dan Peterson provided a brief background of the FEMA National Flood Insurance program, the Community Rating System's Program, appointees to the Public Information Committee, and responded to Board inquiries.

Supervisor Vasquez left the meeting at 11:02 a.m. and returned at 11:05 a.m.

C. County Administrator

1. (386-14) Receive introduction of Jennifer Vasquez as the Director of Health and Human Service effective September 1, 2014, approve employment agreement, and authorize County Administrator to execute. County Administrator Robert Bendorf provided a brief recap, and responded to Board inquiries. Ms. Jennifer Vasquez advised the Board she was honored, and was looking forward to the challenge.

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

2. (397-14) Adopt resolution adopting a Property Tax Revenue Exchange Agreement between the County of Yuba and Linda Fire Protection District for APN 019-650-006. County Administrator Robert recapped background and necessity for agreement, and responded to Board inquiries.

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

Adopted Resolution No. 2014-77, which is on file in Yuba County Resolution Book No. 45.

D. Sutter Yuba Mental Health Services

1. (387-14) Approve Memorandum of Understanding between California Health and Wellness Plan and the Counties of Sutter and Yuba regarding Medi-Cal Managed Care for coordination of services and authorize Chair to execute. (Ten minute estimate) Assistant Director Tony Hobson provided a brief recap and responded to Board inquiries.

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

E. Board of Supervisors

1. (398-14) Appoint a member of the Board of Supervisors and an alternate to the Behavioral Health Advisory Board.

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

VII. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- A. (388-14) Public Hearing - Receive independent consultant report of review and evaluation of rate adjustment application submitted by Recology Yuba-Sutter and adopt resolution approving an amendment to the Recology Yuba-Sutter Collection Service Agreement and approving a rate decrease for residential and commercial customers for rate year 2015 to be effective October 1, 2014. (Fifteen minute estimate) County Administrator Robert Bendorf recapped the report and recommended adjustments, and responded to Board inquiries.

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

- The Chair opened the public hearing. No one came forward

C. (390-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs, and recording of lien for 1321 Country Club Road, Arboga, Robert W. and Vivian S. Morton, in the amount of \$24,976.78. (Ten minute estimate) Supervising Code Enforcement Officer Jeremy Strang advised property owners Robert W. and Vivian S. Morton requested item postponed to allow time for their legal counsel to review the documents.

Board consensus was received to continue the public hearing to September 9, 2014.

- A. (391-14) Notice from Pacific Gas and Electric regarding Narrows No. 2 Transmission Line Project Request for finding of no discharge or extension of time. Received.
- B. (392-14) Public Notice from Federal Aviation Administration regarding final environmental assessment finding of no significant impact and record of decision. Received.
- C. (393-14) Letter from Board of State and Community Corrections regarding Community Recidivism Reduction Grant. Received.
- D. (394-14) Letter from County Fish and Game Commission regarding activities. Received.
- E. (395-14) Notice of meeting August 28, 2014 from California Wildlife Conservation Board and item 18 regarding American Basin Conservation Easement (High Ridge Ranch), Yuba County. Received.

Supervisor Griego:

- MINUTE BOOK NO. 71 PAGE 98

- Yuba County Water Agency POD meeting August 20, 2014
- SACOG Board of Directors meeting August 21, 2014
- Yuba Sutter Transit Authority August 21, 2014
- Hogs and Hulas August 23, 2014

Supervisor Abe:

- Police Canine Association K9 Trials held August 23, 2014 at Appeal Democrat Park
- Yuba Sutter Stand Down held August 22, 2014
- RCRC Board meeting held August 13, 2014

Supervisor Stocker:

- Memorial Adjournment – Mr. Dick Dahms
- Newspaper article regarding the Williamson Act

Supervisor Griego left the meeting at 11:52 a.m. and returned at 12:00 p.m.

In response to Supervisor Vasquez County Counsel Angil Morris-Jones received Board consensus to explore proposed change to the littering ordinance to encompass the use of leaf blowers.

Nicoletti:

- Yuba Sutter Stand Down held August 22, 2014
- BMLC hosting an event August 28, 2014 for Wing Commander Colonel Lee
- Resources Efficiency meeting August 20, 2014
- Camp Singer academics
- Article relating to new library functions and services

X. CLOSED SESSION: The Board retired into closed session at 12:01 p.m. and returned at 12:41 p.m. with all present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Jolene Tomko vs. Cleotha Adams et al By unanimous vote the Board authorized Counsel to sign conflict letter.
- B. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDA/YCEA Bargaining Unit 2 and County of Yuba Direction was provided.
- C. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment - Public Health Officer Direction was provided.
- D. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian Tabled to meeting of September 9, 2014

XI. RECESS TO 1:30 P.M.

XII. CODE ENFORCEMENT ADMINISTRATIVE APPEAL HEARING

- A. (396-14) Hold appeal hearing regarding imposition of administrative penalties for 7460/7476 Loretta Lane and Unknown Address, Smartsville owned by Ann Marie Barnett, and adopt findings of facts, conclusion of law and orders. (30 minute estimate) Supervising Code Enforcement Officer Jeremy Strang and Code Enforcement Officer John Jacenich recapped noticing requirements and advised Ms. Barnett sent a letter by courier on Monday, August 25, 2014, requesting a continuance due to a prior commitment.

County Counsel Angil Morris-Jones advised the notice requirements were met and timely, and recommended denial of request for continuance.

MOTION: Move to deny request for continuance

MOVED: Andy Vasquez

SECOND: Mary Jane Griego

AYES: Andy Vasquez, Mary Jane Griego, John Nicoletti, Roger Abe, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

Mr. Strang and Mr. Jacenich recapped the history and provided an outline of contact with the property owner and caretaker, and provided a PowerPoint presentation, including the following:

- Pictures depicting the grow site
 - Numerous plants in wooden planter boxes
 - Small RV with outdoor seating area
 - Generator and power cord
- Chronology of contact in 2013 and 2014

Following Board discussion Mr. Strang recapped the appeal hearing fees paid by Ms. Barnett, and fees and penalties assessed on the property.

MOTION: Move to approve a public nuisance exists

MOVED: Andy Vasquez

SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, John Nicoletti, Mary Jane Griego, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve penalties and costs are appropriate in the amount of \$59,048.24

MOVED: Mary Jane Griego

SECOND: Hal Stocker

AYES: Mary Jane Griego, Hal Stocker Andy Vasquez, John Nicoletti, Roger Abe

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve violation be immediately abated

MOVED: Mary Jane Griego

SECOND: Hal Stocker

AYES: Mary Jane Griego, Hal Stocker Andy Vasquez, John Nicoletti, Roger Abe

NOES: None ABSENT: None ABSTAIN: None

Chief Deputy Counsel John Vacek advised of preparation of Findings of Fact which would include a time certain for abatement.

XIII. ADJOURN: 2:00 p.m. in memory of Mr. Richard "Dick" Dahms.

Chair

ATTEST: DONNA STOTTLEMEYER

CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

By: Rachel Ferris, Deputy Clerk

The County of Yuba

B O A R D O F S U P E R V I S O R S



SEPTEMBER 9, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:59 a.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.

- I. PLEDGE OF ALLEGIANCE – A moment of silence was held for the 4,000 lives lost in the current conflict followed by the pledge led by Supervisor Vasquez.
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker All Present.
- III. CONSENT AGENDA: 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. Community Development and Services

1. (399-14) Approve caretaker agreements with Wesley Dale Everett for Hammon Grove Park and Rodney F. Drumm and Laura D. Kellogg for Sycamore Ranch and authorize Chair to execute. Approved.
2. (400-14) Award contract to DeSilva Gates Construction, apparent low bidder, for 2014 Maintenance of Various County Roads Hot Mix Asphalt Overlay and authorize Chair to execute contract upon review and approval of Counsel. Approved.
3. (401-14) Approve contract change order for State Route 70 at Feather River Boulevard Interchange project. Approved.
4. (402-14) Approve Amendment No. 2 to agreement with Parsons Brinckerhoff for the North Beale Road Complete Streets Design and authorize Chair to execute. Approved.
5. (403-14) Award contract to Advantage Paving and Excavating, apparent low bidder, for the 2014 Maintenance of Various County Road Double Chip Seal and authorize Chair to execute upon review and approval of Counsel. Approved.

B. Emergency Services

1. (404-14) Adopt resolution proclaiming the continued existence of ongoing local drought emergency in County. Adopted Resolution No. 2014-78, which is on file in Yuba County Resolution Book No. 45.
2. (405-14) Adopt resolution authorizing the Yuba County Sheriff's Department, Health and Human Services, and Office of Emergency Services to execute a Memorandum of Understanding with Beale Air Force Base for the purpose of coordinating the Strategic National Stockpile; approve Memorandum of Understanding with 9th Reconnaissance Wing, Beale Air Force Base for same; and authorize Chair to execute. Adopted Resolution No. 2014-79, which is on file in Yuba County Resolution Book No. 45.

C. Human Resources and Organizational Services

1. (406-14) Approve Master Labor Agreement with Yuba County Employees' Association, incorporating Bargaining Unit 2's acceptance of the Master Labor Agreement, and authorize Chair to execute. (Fifteen minute estimate) Approved.

D. Probation

1. (407-14) Approve community recidivism reduction grant and authorize Chair to sign letter of interest. Approved.

IV. PUBLIC COMMUNICATIONS:

Mr. Herman Von Borstel - Russian thistle vegetation

Legislative Affairs Coordinator Russ Brown - AB 543 and AB 2231 Legislation

Supervisor Abe - Groundwater Legislation; Farm Trail Map North Yuba Grown; and Proposition 47

V. COUNTY DEPARTMENTS

A. Community Development and Services

1. (408-14) Adopt resolution authorizing Yuba County Community Development and Services Agency Director or his designee to complete the purchase of APN 005-260-003 to be integrated into Sycamore Ranch Park and execute all documents needed for completion of purchase and reuse as a park including disposition of existing mobile home and structures. Director Kevin Mallen recapped park improvements, expansion of park entrance with acquisition, relocation or disposition of mobile home, and responded to Board inquiries.

MOTION: Move to adopt resolution, make finding the mobile has no value, and authorize Director to dispose of property

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

Adopted Resolution No. 2014-80, which is on file in Yuba County Resolution Book No. 45.

2. (384-14) Receive update on Olivehurst Public Utilities (OPUD) water rate increase and determine whether to file protest on County-owned properties. (Continued from August 26, 2014) Public Works Director Mike Lee briefly recapped county impacts.

OPUD General Manager Tim Shaw recapped the Proposition 218 rate adjustment process, protest, and responded to Board inquiries and comments.

Following Board discussion, no action was taken.

VI. ORDINANCES AND PUBLIC HEARINGS: The Clerk read disclaimer.

- A. (409-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs, and recording of lien for 1646 Second Avenue, Olivehurst, Mohammad A. Kahn, in the amount of \$12,789.84. (Ten minute estimate) Code Enforcement Manager Jeremy Strang outlined purpose of the hearing, recapped prior and current violations of marijuana cultivation by tenants, and responded to Board inquiries.

Mr. Mohammad Kahn recapped interactions with staff, violations, penalties and responded to Board inquiries.

The Chairman opened the public hearing.

Ms. Mary Jane Salvado, neighbor to property, commented on various problems with tenants.

Following Board discussion, Code Enforcement Officer John Jacenich responded to Board inquiries.

MOTION: Move to close hearing, and adopt findings of fact with reduction in daily penalty of one day for a total amount of \$ 9,789.84 MOVED: Andy Vasquez SECOND: Hal Stocker
AYES: Andy Vasquez, Hal Stocker, John Nicoletti, Mary Jane Griego, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

- B. (389-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance adding Chapter 7.09, Gray Water Systems to the Yuba County Ordinance Code. (Second Reading - Continued from August 26, 2014). Fifteen minute estimate) Environmental Health Supervisor Paul Donoho briefly recapped.

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

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

Adopted Ordinance No. 1536, which is on file in Yuba County Ordinance Book No. 24.

- C. (390-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing the assessment of administrative and abatement costs, and recording of lien for 1321 Country Club Road, Arboga, Robert W. and Vivian S. Morton, in the amount of \$23,722.58. (Continued from August 26, 2014) (Ten minute estimate) Code Enforcement Manager Jeremy Strang advised the hearing was continued to allow attendance of property owners counsel who sent correspondence dated September 8, 2014 requesting a waiver of penalties which was provided to the Board. Mr. Strang provided a Power Point presentation recapping the following violations which began in November 2012 and responded to Board inquiries:
- o Vacant/abandoned substandard dwelling and accessory structures
 - o Overgrown vegetation

- Broken fencing
- Dilapidated pool covering creating hazardous conditions for children
- Storage of junk, trash, and debris
- Propagation and harborage of vector and vermin due to lack of maintenance

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

MOTION: Move to close public hearing and adopt findings of fact and costs in the total amount of \$23,722.58

MOVED: Mary Jane Griego SECOND: Hal Stocker

AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe

NOES: None ABSENT: None ABSTAIN: None

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

- A. (410-14) Three notices from State of California Fish and Game Commission regarding proposed regulatory action relating to the Code of Regulations pertaining to federal ground fish and associated species, and Sport Fishing regulations; and a Notice of Findings regarding the Northeastern Pacific white shark. Accepted.
- B. (411-14) Notice from HDR Inc. enclosing Draft Initial Study / Mitigated Negative Declaration prepared for Yuba County Water Agency on Log Cabin Diversion Dam Apron Curtain Repair Project. Accepted.
- C. (412-14) Notice from Yuba County Auditor enclosing Independent Audit of the financial records for Dobbins-Oregon House Fire Protection District for year ending June 30, 2013. Accepted.

VIII. BOARD AND STAFF MEMBERS' REPORTS: This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

Supervisors Stocker: Memorial Adjournments - Mr. James Warden and Mr. Richard Smith

Supervisor Abe:

- Welcome Dinner for Beale Base Commander Col. Lee held August 28, 2014
- Water Agency and Reclamation District 817 meetings held September 2, 2014
- BBQ Dinner held September 3, 2014
- CSAC Directors meeting, Water Agency Member Unit meeting, and Trade Delegation meetings held September 4, 2014
- BLMC Golf Tournament held September 5, 2014

Supervisor Vasquez: Memorial Adjournment - Mr. Gerald (Jerry) Verrill

County Administrator Robert Bendorf:

- CFD 2005-1 finalization of bond sale scheduled for Board action on September 23, 2014
- Employee Recognition Picnic at Riverfront Park September 26, 2014
- Tri-County Rehabilitation Center meeting held September 8, 2014
- Regional Fire Study Joint workshop scheduled October 22, 2014 at 6:00 p.m.

Supervisor Nicoletti:

- Flood Management Association Conference held September 2-5, 2014
- County Fish and Game Committee
- Chamber of Commerce committee regarding Marysville businesses
- Tri-County Rehabilitation Center meeting held September 8, 2014
- Welcome Dinner for Beale Base Commander Col. Lee held August 28, 2014

Supervisor Griego: Flood Management Association Conference held September 2-5, 2014

IX. CLOSED SESSION: The Board retired into closed session at 12:33 p.m. and returned at 3:38 p.m. with all present as indicated above, except Supervisor Stocker.

A. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim Direction provided.

Supervisor Stocker left closed session at 1:47 p.m.

B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian Evaluation completed.

C. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA/Confidential/Unrepresented/Management Direction provided.

D. Personnel pursuant to Government Code §54957.6(a) - Labor Relations Direction provided.

X. ADJOURN: 3:40 p.m. in memory of Mr. James Warden, Mr. Richard Smith, and Mr. Gerald (Jerry) Verrill.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Fish and Game Advisory Commission**

Date: September 23, 2014

Recommendation

Reappoint Terry Oakes to the Fish and Game Advisory Commission for a term ending September 23, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Oakes' term. Mr. Oakes has been serving on the commission since March 2014 and wishes to continue.

In light of the expressed interest, it would be appropriate to appoint at this time.

Fiscal Impact

None

Committee Action

None required.

Attachments

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
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BUILDING 434-14
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ENVIRONMENTAL HEALTH • CUPA
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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: Michael Lee, Public Works Director 

Date: September 23, 2014

Subject: PG&E Grants for Fuel Reduction Projects

Recommendation:

Adopt the attached resolution authorizing the Public Works Director to enter into agreements with Pacific Gas & Electric (PG&E) for projects related to fuel reduction and roadside chipping.

Background:

The Public Works Department has been working with the Yuba County Fire Safe Council for over a decade on grant funded projects involving removing vegetation (fuel for wild land fires) along County roads. The grants have been through various sources and have resulted in many miles of roads being cleared of vegetation. This not only reduces the risk of a fire being started along the roadside, but also enables the roadway to act as a firebreak as well as provide access for emergency response and evacuation routes.

Discussion:

PG&E has grant funding available for projects aligned with roadside chipping and fuel reduction, and the Fire Safe Council has secured two pending grants for the County. One grant will reimburse Public Works for roadside clearing and the other will fund the purchase of chipping equipment, as well as the planning of a future program that would coordinate private property owners removing excess vegetation, and placing the debris along the roadside for the County to chip.

Committee Action:

Due to time constraints on the current pending PG&E grant, this item is being presented directly to the full Board.

Fiscal Impact:

None. No General Funds or Road Funds will be used for these projects, all funding will be through the grants.

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

IN REFERENCE TO:

RESOLUTION AUTHORIZING THE)	RESOLUTION NO.
PUBLIC WORKS DIRECTOR TO ENTER)	
INTO GRANT FUNDING AGREEMENTS)	
WITH PACIFIC GAS AND ELECTRIC)	
RELATED TO FUEL REDUCTION AND)	
ROADSIDE CHIPPING PROJECTS)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to receive services of the highest possible level in preventing wild land fires; and

WHEREAS, the County of Yuba has historically suffered from severe wild land fires; and

WHEREAS, the development and sustainment of chipper programs assist in the prevention of wild land fires; and

WHEREAS, the Pacific Gas and Electric Company has grant funds available related to fuel reduction and chipping programs; and

WHEREAS, the County of Yuba has a long standing roadside fuel reduction program that has been funded through various grants obtained in coordination with the Yuba County Fire Safe Council.

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NOW, THEREFORE, BE IT RESOLVED, that the Public Works Director or his designee is hereby authorized to enter into agreements and accept grant funding from the Pacific Gas and Electric Company related to fuel reduction and chipping programs.

PASSED AND ADOPTED this _____ day of _____, 2014, by the Board of Supervisors of the County of Yuba, by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors


APPROVED AS TO FORM



COUNTY COUNSEL



TO: Yuba County Board of Supervisors

FROM: John Whidden, President, Yuba County Digital Law Library 

SUBJECT: Yuba County Digital Law Library Annual Report FY 2013-2014

DATE: October 7, 2014

Recommendation:

Receive Yuba County Digital Law Library's Annual Report for fiscal year 2013-2014.

Background:

California Business and Professions Code Section 6349 requires the Law Library Board of Trustees, on or before the 15th day of October of each year, to present to the Board of Supervisors of the county in which the law library is maintained a report for the preceding fiscal year ending on the 30th day of June.

The report shall give the condition of the account, complete with financial information of receipts and expenditures, along with any other information that might be of interest.

Discussion:

The Yuba County Digital Law Library respectfully presents to the Yuba County Board of Supervisors the Law Library 2013-2014 Annual Report. This report details the events and decisions that helped to carry out the Law Library's objective to make online legal research available to the residents of the County. The report also contains the financial information for fiscal year 2013-2014.

Fiscal Impact:

None.

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ANNUAL REPORT

FISCAL YEAR

2013 - 2014

INTRODUCTION

The Yuba County Digital Law Library is established under the authority of Chapter 5, Division 3, of the California Business & Professions Code, Sections 6300, et seq.

The following annual report for the fiscal year ending June 30, 2014, is prepared pursuant to the provisions of Sections 6349 and 6350 of the California Business & Professions Code.

BOARD OF LAW LIBRARY TRUSTEES

John Whidden, Esq., President

Mark Woods, Esq., Vice President

The Honorable Debra Givens

Brenda Smith, Esq.

Carl Lindmark, Esq.

Thomas Angell, Esq.

LAW LIBRARY SECRETARY

Erika Stedman, Legal Services Coordinator

YUBA COUNTY DIGITAL LAW LIBRARY

Summary of Fiscal Year 2013 - 2014

GOALS OF THE BOARD OF TRUSTEES

“THE OBJECTIVE OF THE YUBA COUNTY LAW LIBRARY IS TO MAKE AVAILABLE TO ALL RESIDENTS OF THE COUNTY AN INNOVATIVE ONLINE LEGAL RESEARCH DATABASE TO ASSIST IN THE PERFORMANCE OF LEGAL RESEARCH AND PRACTICE.”

- Yuba County Digital Law Library Objective
Adopted October 2009

The Yuba County Digital Law Library (hereinafter “Law Library”) recognizes that the needs of the community and the methods of conducting legal research are forever changing. The Law Library’s objective is to provide a beacon for current service and future planning.

This report highlights the events and decisions that helped the Board of Trustees carry out its objective and lay the foundation for exciting changes ahead.

LEGAL RESEARCH PROVIDERS

CEB

In October 2013, the Law Library approved renewing a one-year contract with OnLAW database, from California’s Continuing Education of the Bar (CEB). OnLAW provides access to more than 140 of CEB’s

California practice guides. OnLAW's "libraries" organize the CEB guides by practice area, namely: business law; criminal law; estate planning; family law; litigation; and real property law.

The guides are complete and up-to-date online versions of CEB's print practice guides. They serve as an excellent resource for the community to conduct legal research.

WESTLAW

Westlaw provided the additional information in regards to the price change of adding a fourth location and on February 16, 2011, the Board of Trustees accepted the Westlaw offer for legal research services provided to four computers and entered into a three year contract with Westlaw. On June 10, 2014, the Board of Trustees renewed the Westlaw contract for another three years.

Westlaw provides the following content: California Core material (California Statutes Annotated; California Cases; California Court Rules-State, Federal and Local; California Attorney General Opinions; California Administrative Code; California Journals and Law Reviews and Key Cite); California Federal Material (All District Court Cases; All Supreme Court Cases; 9th Circuit Cases and USCA); California Jurisprudence; Rutter California Practice Guide; Witkin; and Miller & Starr.

ESSENTIAL FORMS

In February 2011, Martin Dean Essential Forms provided their software free of charge to be installed on all Law Library computers. Essential Forms provides every form issued by the Judicial Council, along with additional Non-Judicial Forms. Essential Forms also provides local forms. The forms are updated every January and July.

NOLO PRESS

The e-books installed on all Law Library computers are: How to Probate an Estate in California; California Workers' Comp; Nolo's Guide to California Law; California Tenants' Rights; The California Landlord's Law Book (Rights & Responsibilities); The California Landlord's Law Book (Evictions); How to Change Your Name in California; Fight Your Ticket and Win in California; Everybody's Guide to Small Claims Court in California; Living Wills and Powers of Attorney for California; The Guardianship Book for California; Prenups for Partners; California Mechanics' Lien Kit for Homeowners; and Win Your Lawsuit (Sue in California Superior Court without a Lawyer).

COMPUTERS AND EQUIPMENT

The Yuba County Digital Law Library has the following equipment located at the following sites:

GOVERNMENT CENTER-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 3MHWNK1 located in Lorena Procsal's cubicle.
- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 2MHWNK1 in place for Public access in the lobby.
- Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9P80968 in place for Public use in the lobby.

COURTHOUSE-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #1MHWNK1 in Attorney's Room on the 2nd floor.
- Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9919435 in Attorney Room on the 2nd floor.

YUBA COUNTY LIBRARY-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #4MHWNK1 between two Public use computers (G & H).

IN STORAGE-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 3MHWNK1 in place for Public use at the community center.
- HP Jetdirect EW2500 802.11g Printer Server, Serial number/Security ID:CNOB4C80E6
- HP LaserJet P2055dn Printer, Serial Number/Security ID: CNBJ631094

There are a total of four computers with monitors and accessories and three printers. Locks have been purchased for computers.

YUBA COUNTY DIGITAL LAW LIBRARY LOCATIONS

Computers are operational at the Yuba County Public Library, the Courthouse Attorney Room, and the Yuba County Government Center.

BOARD OF TRUSTEES AND LAW LIBRARY STAFF CHANGES

At the start of the fiscal year, the Board of Trustees consisted of the following members: Honorable Debra Givens, Brenda Smith, Mark Woods, Thomas Angell, John Whidden, and Carl Lindmark. The Law Library Secretary was Erika Stedman.

FINANCES

Finances for the 2013-2014 fiscal year were submitted and reported monthly in the financial reports of the Secretary of the Board of Law Library Trustees.

Attached is the financial statement summary and detailed report for fiscal year 2013-2014.

FUTURE GOALS

The Board of Trustees looks forward to the future of the Yuba County Digital Law Library. The need for legal resources to be available to all citizens of Yuba County is imperative. With multiple locations in Marysville, the Board would like to focus on placement of computer terminals in Brownsville, Wheatland and Plumas Lake.

Additionally, in the upcoming fiscal year the Board of Trustees would like to create more advertising so that Yuba County residents are aware that these resources are available to them. Along with advertising to raise awareness of the resources available, the Board of Trustees would like to create a website detailing all the Yuba County Digital Law Library has to offer.

Finally, the Board of Trustees look forward to offering more training similar to the CEB OnLAW training that was offered in January 2011. This would include trainings from both Westlaw and CEB OnLAW and these trainings would be offered at different areas around Yuba County.

CONCLUSION

A County Law Library is an individual's "first step" in accessing justice. The Yuba County Digital Law Library strives to serve the community by providing an easy way for the public to find assistance to guide them through their legal issues. The Law Library also strives to serve attorneys by providing access to tools to best represent their clients. The accomplishments during Fiscal Year 2013-2014 succeeded in fulfilling the objective of the Yuba County Digital Law Library. The Board of Trustees looks forward to continuing this progress in the upcoming fiscal year.

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT FOR FISCAL YEAR 2013-2014

SUMMARY:

BALANCE JULY 1, 2013	\$	146,362.14
Receipts	\$	21,324.03
SUBTOTAL	\$	167,686.17
Total Disbursements/Deductions	\$	13,607.69
BALANCE JUNE 30, 2014	\$	154,078.48

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - RECEIPTS

Court Filing Fees		\$ 19,957.98
Other		\$ 1,366.05
Interest	1,259.18	
Disbursement Delinquent Shasta Co.	10.27	
Refund from CEB	96.60	
TOTAL RECIPITS		\$ 21,324.03

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - DISBURSEMENTS

Library Resources		\$ 10,229.35
CEB OnLaw Subscription (1 year)	\$ 1,017.67	
Westlaw (Services Provided to 4 Computers)	9,211.68	
Personnel		\$ 3,250.00
Payroll	\$ 3,250.00	
Other		\$ 128.34
Cost of Collections	\$3.82	
Supplies	124.52	
TOTAL EXPENDITURES		\$ 13,607.69

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director


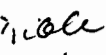
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director 
Kathy Cole, Deputy Director 
Health & Human Services Department

DATE: September 23, 2014

SUBJECT: Resolution of the Board of Supervisors Authorizing the Chair of the Board to Accept Funds from the California SNAP-Ed Program for Federal Fiscal Years 2015 and 2016 and execute related documents

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Chair of the Board to accept funds from the California Department of Social Services (CDSS) Supplemental Nutrition Program Education (SNAP-Ed) for the period of October 1, 2014, through September 30, 2016, and authorize the Chair of the Board to execute documents as required by the program.

BACKGROUND: The Health and Human Services Department (County Welfare Department) will receive \$150,000 allocation per year for the period of October 1, 2014, through September 30, 2016, to partner and coordinate efforts to manage the SNAP-Ed program at the local level. California SNAP-Ed is federally funded by the United States Department of Agriculture (USDA) and administered at the state level by CDSS.

DISCUSSION: Approval of this Resolution will allow Health and Human Services to continue participating in the SNAP-Ed program and utilize the funds to provide nutrition interventions and education to the low-income residents in an effort to increase healthier food choices and daily physical activity in an effort to reverse the obesity epidemic and reduce health disparities for Yuba County's vulnerable populations.

COMMITTEE: The Human Services Committee was by-passed as there is no General Fund impact.

FISCAL IMPACT: Adoption of this Resolution of the Board will not impact County General Fund. The funding for this program is covered by a combination of Federal and State Revenue.

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YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT
915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

To: The Board of Supervisors



From: Martha K. Wilson, Human Resources Director

Date: September 23, 2014

Re: Resolution adopting the Yuba County Departmental Position Allocation Schedule as it relates to the 2014 - 2015 Fiscal Year Budget

RECOMMENDATION:

Adopt the attached Resolution amending the Yuba County Departmental Position Allocation Schedule in its entirety as set forth in Attachment "A", retroactively effective **July 1, 2014** as it relates to the 2014-2015 Fiscal Year Budget.

DISCUSSION:

The Yuba County Department Position Allocation is brought to the Board at different times throughout the year to reflect changes in classification and position allocation. The attached allocation reflects the changes to the Yuba County Department Position Allocation as approved by the Board of Supervisors during the final budget hearing on September 16, 2014, including approvals by the County Administrator or through resolutions as approved by the Board of Supervisors since adoption of the preliminary budget.

COMMITTEE ACTION:

None – Administrative only

FISCAL IMPACT:

None – Administrative only

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

IN RE:

RESOLUTION ADOPTING THE
DEPARTMENTAL POSITION ALLOCATION
IN ITS ENTIRETY

) NO. _____
)
)
)

BE IT RESOLVED that the Departmental Position Allocation Schedule be adopted as follows effective **07/01/14**.

IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT "A"

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By _____

By:  _____

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2014 - 2015

Attachment "A"

Administrative Services	
Accounting Specialist	1
Administration & Accounting Supervisor	1
Administrative Technician	1
Airport Manager	1
Assistant Director of Administrative Services	1
Building & Grounds Supervisor	1
Building Maintenance Custodian	8
Building Maintenance Technician I/II (1 LT Exp 7/1/15)	3
Contract & Purchasing Administrator	1
Custodial Supervisor	1
Director of Administrative Services	1
Facilities Manager	1
Senior Building Maintenance Technician	1
TOTAL:	22

Agricultural Comm / Weights & Measures	
Agricultural Commissioner / Director of Weights & Measures	1
Agricultural, Weights & Measures Specialist I/II/III	5
Assistant Ag Comm / Dir. of Weights & Measures	1
Executive Assistant	1
TOTAL:	8

Assessor	
Assessment Assistant I/II	2
Assessment Specialist	3
Assessor	1
Assistant Assessor	1
Auditor-Appraiser I/II/III	1
Cadastral Drafting Technician I/II	2
Chief Deputy Assessor - Administration	1
Real Property Appraiser I/II/III	4
Transfer Analyst I/II	2
TOTAL:	17

Auditor-Controller	
Accountant-Auditor I/II	1
Accounting Assistant I/II	2
Accounting Specialist	1
Accounting Technician	3
Administration & Accounting Supervisor	1
Auditor-Controller	1
Payroll Technician	1
TOTAL:	10

Board of Supervisors	
Supervisor	5
TOTAL:	5

County Administrator	
Management Analyst I/II	1
Assistant County Administrator	1
Communications and Legislative Affairs Coordinator	1
County Administrator	1
Economic Development Coordinator	1
Executive Assistant to County Administrator - C	1

Emergency Services	
Emergency Operations Manager	1
Emergency Services Planner	1
Deputy County Administrator - Emergency Services	1
Three Rivers Levee Improvement Authority	
Executive Assistant	1
Executive Director, Three Rivers Levee Improvement Authority	1
TOTAL:	11

Child Support Services	
Accounting Assistant I/II	1
Accounting Specialist	2
Administration & Accounting Supervisor	1
Attorney I/II/III	2
Case Manager I/II	12
Child Support Technician	3
Customer Relations Supervisor	1
Deputy Director/Administrative Affairs	1
Director of Child Support Services	1
Executive Assistant	1
Legal Office Assistant I/II	3
Office Assistant I/II	4
Supervising Case Manager	2
Supervising Office Assistant	1
Training Coordinator - CSS	1
TOTAL:	36

Clerk of the Board	
Clerk of the Board of Supervisors	1
Deputy Clerk of the Board of Supervisors - C	1
Office Specialist - C	1
TOTAL:	3

Community Development & Services Agency	
Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	1
Administration & Accounting Supervisor	1
Administrative Technician (1 LT Exp 6/30/16)	3
Assistant Director of Public Works	1
Assistant Public Works Superintendent	2
Assistant/Associate Engineer	1
Associate Civil Engineer	3
Associate Surveyor	1
Building Inspector I/II	1
Building Inspector III	3
Chief Building Official	1
Code Enforcement Officer	2
Community Development & Services Agency Director	1
County Surveyor	1
Director of Finance & Administration	1
Director of Environmental Health	1
Director of Planning	1
Engineering Technician I/II	2
Environmental Health Specialist I/II	2
Environmental Health Supervisor	1
Environmental Health Technician	2
Fiscal Analyst	1
Hazardous Materials Specialist I/II/III	1
Hazardous Materials Supervisor	1
Heavy Equipment Mechanic	2
Housing Program Manager	1
Housing Specialist	2
Office Specialist	2
Permit Technician	1
Plan Checker I/II	2
Planner I/II/III	1
Planning Technician	1
Principal Engineer	3
Projects Manager (LT Exp 6/30/17)	1
Public Works Director	1
Public Works Maintenance Worker I/II	20
Public Works Maintenance Worker II	1
Public Works Project Manager	1
SUBTOTAL: (Cont. Next Page)	76

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2014 - 2015

Attachment "A"

Community Development & Services Agency (Cont)	
Public Works Superintendent	1
Senior Accounting Technician	1
Senior Environmental Health Specialist	1
Senior Housing Specialist	1
Senior Public Works Maintenance Worker	5
Supervising Building Official	1
Supervising Mechanic	1
TOTAL:	87

County Clerk-Recorder	
Chief Deputy Clerk / Registrar of Voters	1
Chief Deputy Recorder	1
County Clerk-Recorder	1
Elections Clerk I/II	4
Recorder Clerk I/II	4
TOTAL:	11

County Counsel	
Chief Deputy County Counsel	1
County Counsel	1
Deputy County Counsel I/II/III	4
Legal Services Coordinator	1
Paralegal	1
TOTAL:	8

District Attorney	
Chief Deputy District Attorney	1
Deputy District Attorney I/II	2
Deputy District Attorney III (2 - LT)	7
District Attorney	1
District Attorney Investigator (2 LT)	3
Legal Office Assistant I/II	2
Legal Services Supervisor	1
TOTAL:	17

Emergency Services	
See County Administrator Allocation	
TOTAL:	0

Health & Human Services	
Accounting Assistant I/II	2
Accounting Specialist	2
Accounting Technician	3
Administration and Accounting Supervisor	2
Administrative Analyst - Health & Human Services	6
Administrative Technician	6
Appeals Specialist	1
CCS Case Manager	1
Deputy Director of Health & Human Services	2
Director of Health & Human Services	1
Director of Nurses	1
Eligibility Supervisor	14
Eligibility Technician I/II	74
Employment and Training Specialist I/II	6
Epidemiologist	1
Executive Assistant	1
Family Nurse Practitioner	1
First 5 Yuba Commission Executive Director	1
Fiscal Analyst	1
Finance & Administrative Supervisor	2
Health & Human Services Aide	2
Health & Human Services Program Manager	7
SUB TOTAL:	137

Health & Human Services (Continued)	
Health Education Specialist I/II	1
Health Officer	1
Health Program Coordinator	1
Legal Office Assistant I/II	2
Office Assistant I/II	17
Office Specialist	14
Physical Therapist	1
Program Aide (1 LT Exp 9/30/16)	10
Program Assistant	3
Program Specialist	5
Public Health Nurse I/II	10
Public Health Nurse III	2
Registered Nurse	2
Senior Accounting Technician	3
Senior Eligibility Technician (1 LT Exp 11/30/14)	18
Social Worker I (EMPLOY)	27
Social Worker I/II (AS)	5
Social Worker II (EMPLOY)	7
Social Worker III (AS)	2
Social Worker III/IV (AS)	2
Social Worker III/IV (CWS)	23
Social Worker Supervisor (AS)	2
Social Worker Supervisor (CWS)	4
Social Worker Supervisor (EMPLOY)	6
Supervising Legal Office Assistant	1
Supervising Public Health Nurse	3
Supervising Welfare Fraud Investigator	1
Supply/Mail Clerk I/II	2
Systems Support Analyst	1
Veterans' Services Officer	1
Veterans' Services Representative (1 LT Exp 6/30/2015)	2
Welfare Fraud Investigator	2
TOTAL:	318

Human Resources	
Assistant Human Resources Analyst	1
Human Resources Analyst I/II - C (1 PT .4750 FTE)	4
Human Resources Deputy Director	1
Human Resources Director	1
Human Resources Specialist - C	1
Human Resources Training Analyst I/II	1
Office Assistant I/II - C	1
TOTAL:	10

INFORMATION TECHNOLOGY	
Chief Information Officer	1
Information Technology Analyst I/II	8
Information Technology Manager	2
Information Technology Supervisor	3
Information Technology Support Technician I/II	3
Senior Accounting Technician	1
Senior Information Technology Analyst	4
TOTAL:	22

LIBRARY	
Administration & Accounting Supervisor	1
Librarian	1
Senior Library Technician	1
TOTAL:	3

COUNTY OF YUBA
POSITION ALLOCATION FOR FISCAL YEAR 2014 - 2015

Attachment "A"

Probation	
Accounting Specialist	1
Accounting Technician	1
Administrative Services Manager	1
Administrative Services Officer I	1
Administrative Technician	1
Assistant Chief Probation Officer	1
Chief Probation Officer	1
Clinical Social Worker I/II (4 LT) (1 PT .60 FTE)	4
Control Room Operator	3
Cook (1 PT .60 FTE)	4
Deputy Probation Officer I/II/III (4 LT)	22
Group Counselor I/II	26
Intervention Counselor I/II	5
Kitchen Supervisor	1
Legal Office Assistant I/II	1
Office Assistant I/II	5
Probation Analyst	1
Probation Program Manager I	2
Probation Program Manager II	2
Probation Aide	2
Senior Deputy Probation Officer (1 LT)	9
Senior Substance Abuse Counselor I/II	1
Senior Victim Witness Advocate	1
Substance Abuse Counselor I/II	2
Supervising Deputy Probation Officer	4
Supervising Group Counselor	7
Victim Witness Advocate I/II (1 LT)	1
Victim Witness Program Manager	1
TOTAL:	111

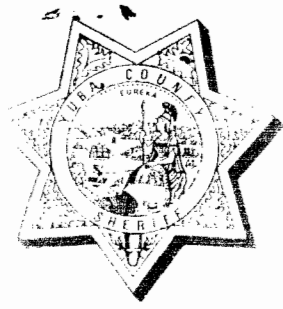
Public Guardian	
Deputy Public Guardian I/II	1
Public Guardian	1
TOTAL:	2

Sheriff - Coroner	
Accounting Technician	2
Animal Care Services Officer	3
Animal Care Technician	1
Commissary Assistant	2
Commissary Coordinator	1
SUB TOTAL:	9

Sheriff - Coroner	
Communication Dispatcher I/II	15
Community Services Officer	6
Cook	3
Corporal/Correctional Corporal	3
Correctional Facility Medical Assistant	5
Correctional Facility LVN/Correctional Facility Registered Nurse	4
Correctional Lieutenant	1
Correctional Maintenance Technician I/II	1
Corrections Food Services Supervisor	1
Crime Analyst	1
Correctional Officer	62
Deputy Sheriff	52
Evidence Technician	1
Executive Assistant	1
Executive Assistant to the Sheriff	1
Office Specialist	4
Senior Accounting Technician	1
Sheriff - Coroner	1
Sheriff's Captain	3
Sheriff's Civil Services Associate	1
Sheriff's Communications & Records Supervisor	1
Sheriff's Financial Manager	1
Sheriff's Lieutenant Operations	3
Sheriff's Records Clerk	1
Sheriff's Sergeant - Corrections/Correctional Sergeant	6
Sheriff's Sergeant - Operations	10
Substance Abuse Counselor I/II	1
Supervising Animal Care Services Officer	1
Supervising Correctional Facility Registered Nurse	1
Undersheriff	1
TOTAL:	202

Treasurer / Tax Collector	
Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	1
Assistant Treasurer and Tax Collector	1
Chief Deputy Treasurer / Tax Collector	1
Senior Accounting Technician	2
Treasurer / Tax Collector	1
TOTAL:	8

YUBA COUNTY POSITION ALLOCATION GRAND TOTAL:	911
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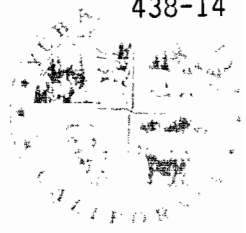
Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445

438-14



SEPTEMBER 23, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sw/ld*

RE: INMATE WELFARE EXPENDITURE SUMMARY

RECOMMENDATION:

Review the Inmate Welfare Expenditure Summary for Fiscal Year 2013-14 pursuant to Penal Code Section 4025 (e).

BACKGROUND:

The money and property deposited into the inmate welfare fund shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county jail facility. Maintenance of county jail facilities may include, the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff.

DISCUSSION:

Attached is the expenditure summary for Inmate Welfare Funds for the Fiscal Year 2013-14.

FISCAL IMPACT:

No fiscal impact to the General Fund. All expenditures were made directly from the Inmate Welfare Trust Fund.

COMMITTEE ACTION:

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

Inmate Welfare Expenditure Summary for FY 2013-14

Expenditure Summary for Inmate Welfare Fund for Fiscal Year 2013-14 pursuant to Penal Code Section 4025 (e).

Commissary Purchases.....	\$ 140,312.53
Books and Reading Materials.....	\$ 20,082.83
Video Rentals.....	\$ 86.91
Attorney access phone.....	\$ 211.94
Games.....	\$ 2,202.75
Postage/pre-stamped envelopes.....	\$ 3,930.82
Office supplies	\$ 1,182.34
Salaries/Benefits.....	\$ 258,750.68
Vocational Instructional Expenses.....	\$ 16,427.48
AT&T phone calling cards.....	\$ 49,340.50
Inmate Incentive Program.....	\$ 5,437.46
Legal Research Fees.....	\$ 3,456.00
New equipment purchases (TV's, remotes, water heaters)	\$ 625.13

Total Expenditures for Fiscal Year 2013-14..... \$ 502,047.37




COUNTY

DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: September 23, 2014
Re: Sheriff Project Invitation for Bid Release

Recommendation

Recommend the Board approve the release of the Invitation for Bid for the new Yuba County Sheriff's Facility to be located at 720 Yuba Street, Marysville with a tentative bid release date of October 1, 2014 and an anticipated bid opening date of October 29, 2014. In addition, authorize the Administrative Services Director to proceed with finalizing all remaining documentation with County Counsel's approval.

Background

Over the last several years, Administrative Services and Sheriff's Department have worked diligently to design an Administrative Facility that meets the current and future needs of the Sheriff's team. In December 2013, Administrative Services began to collaborate with the Yuba County Water Agency (YCWA) to share space on our radio tower as well as to create a space within the New Sheriff's facility that would meet their current and future communications and data center needs. This collaborative effort has resulted in the partnering of these agencies and a benefit to both public safety and the YCWA - all while creating cost savings and efficiency for both agencies.

Discussion

In June 2014, Administrative Services brought Vanir Construction Management on to support the needs of the project. With their strong background in public safety and a team of efficient & determined staff, Vanir has brought all the pieces together between the architect, engineers, radio consultants, and staff from Administrative Services, the Sheriff, and YCWA.

Committee Action

Due to the project timeline for the YCWA and a need to get more accurate project pricing, it has been brought directly to your Board for consideration.

Fiscal Impact

The costs for the release of the Invitation for Bid are minimal (less than \$1,500). Actual costs and the selection of a bidder for the project will be better determined at the completion of this solicitation and will be presented to the Board for award after the selection committee has had an opportunity to thoroughly review all proposals. The closing date for this solicitation is expected to be October 29, 2014.



TO: Board of Supervisors

FROM: Martha Burke, Coordinator for the Yuba County Watershed Protection & Fire Safe Council

SUBJECT: Agreement of the contents of the Yuba County Foothills Community Wildfire Protection Plan

DATE: September 23, 2014

Recommendation

The Yuba County Watershed Protection & Fire Safe Council is asking that the Yuba County Board of Supervisors agree with the contents of the Yuba County Foothills Community Wildfire Protection Plan by signing the Mutual Agreement page.

Background

The Yuba County foothills have had a number of large devastating fires over the last fifteen years. In 1999, a community-based group consisting of concerned citizens, local, state and federal fire professionals, County Government, law enforcement, professional foresters, local timber companies, and resources conservation groups formed. They have since worked to protect lives and property from devastating wildfires, maintain forest health, mitigate the detrimental effects of wildfire on wildlands and watersheds, facilitate cooperative efforts between law enforcement and fire professionals in identifying and developing evacuation plans and routes, and develop and provide information for the public to help them prepare for and protect their lives, homes and property from wildfire. The Council has secured over two million dollars in grants to conduct fuel reduction projects throughout the Yuba County Foothills.

In 2003, Congress passed the Healthy Forests Restoration Act. This defined Community Wildfire Protection Plans (CWPPs) and emphasized the need for federal agencies to work collaboratively with communities in developing hazardous fuel reduction projects, and places priority on treatment areas identified by the communities themselves.

In 2013, the Yuba County Watershed Protection & Fire Safe Council received no grants from the California Fire Safe Council, sighting that the Council did not have an up-to-date CWPP. Previously the Council had used the 'Yuba County Multi-Jurisdictional Multi-Hazard Mitigation Plan' to fulfill its grant application requirement. It was then decided by the Council that an independent CWPP focused on the Yuba Foothills was necessary. At the beginning of 2014, the Council hired a contractor to help walk the Council through the process of creating and completing the Yuba Foothills Community Wildfire Protection Plan. Five community meetings

were held along with a meeting of all the major stakeholders during the initial planning process. Council members were then given the opportunity to review, and make comments and edits to the draft. It was approved and agreed-upon by the Yuba County Watershed Protection & Fire Safe Council on August 13, 2014. The Council has also received support from each of the five foothill fire districts and both national forests within the Yuba Foothills. To complete the CWPP, the Council will need the Yuba County Board of Supervisors and CalFire to also agree to the contents of the plan.

Discussion

This document evaluates wildfire hazards across the Yuba County Foothills. Specifically it looks at conditions within the Loma Rica/Browns Valley and Camptonville Community Service Districts and the Dobbins/Oregon House, Smartsville, and Foothill Fire Protection Districts. The hazard information is used in conjunction with mapping of 'values-at-risk' (homes, critical access routes, and infrastructure) to define areas where wildfire poses the greatest threat to these assets. The Wildland/Urban Interface areas in each of the foothills districts was also reevaluated and defined. The purpose of this document is to provide a comprehensive, scientifically-based assessment of the wildfire hazards and risks. This document will aid the Council in developing short and long-term strategies for prioritizing hazards reduction and other wildfire preparedness projects, identify the methods to be used that will best provide for wildfire prevention and mitigation, implement projects to reduce hazardous wildfire fuels, develop community wildfire safety education programs, and assist public agencies in making valid and timely decisions for wildfires and evacuations.

Committee Action:

No committee reviewed this document though it has been reviewed, approved, and signed by the Yuba County Watershed Protection & Fire Safe Council, Camptonville Fire Protection District, Smartsville Fire Protection District, Dobbins/Oregon House Fire Protection District, Loma Rica/Browns Valley Community Services District, Foothill Fire Protection District, the Yuba River Ranger District of the Tahoe National Forest U.S. Forest Service, and the Feather River Ranger District of the Plumas National Forest U.S. Forest Service.

Fiscal Impact:

This document will have no direct fiscal impact on the County though it will allow the Yuba County Watershed Protection & Fire Safe Council to continue to apply for any number of grants including, but not limited to, ones funded by the USDA Forest Service.

Attachment

BRIEFING PAPER

COMMUNITY WILDFIRE PROTECTION PLANS

May 11, 2005

ISSUE: Community Wildfire Protection Plans (CWPPs) represent the best opportunity we have to address the challenges of the Wildland/Urban Interface (WUI) in a way that brings about comprehensive and locally supported solutions. The long-term success of CWPPs will require dedicated and focused leadership along with meaningful collaboration by all partners. It is important that agency and organizational leaders understand and demonstrate commitment to the unique roles they play in producing and implementing effective CWPPs.

BACKGROUND: Community Wildfire Protection Plans are authorized and defined in Title I of the Healthy Forests Restoration Act (HFRA) passed by Congress on November 21, 2003, and signed into law by President Bush on December 3. The HFRA is the legislative component of President Bush's Healthy Forests Initiative. Title I of the HFRA authorizes the Secretaries of Agriculture and the Interior to expedite the development and implementation of hazardous fuel reduction projects on federal lands managed by the USDA Forest Service and the Bureau of Land Management, when they meet certain conditions. The wildland-urban interface (WUI) is one of the identified priority areas that qualify for the use of these expedited environmental review authorities.

The HFRA also emphasizes the need for federal agencies to work collaboratively with communities in developing hazardous fuel reduction projects, and places priority on treatment areas identified by communities themselves in a CWPP. This provides communities with a tremendous opportunity to influence where and how federal agencies implement fuel reduction projects on federal land, as well as how additional federal funds may be distributed for projects on nonfederal lands.

While the HFRA offers unique opportunities to communities with a Community Wildfire Protection Plan, such plans are not the only means of identifying community wildland fire risks and alternatives for mitigation.

KEY POINTS:

- Community Wildfire Protection Plans are generally developed by local government with assistance from state and federal agencies and other interested partners.
- Plans can take a variety of forms and may be as simple or complex as necessary, based on the specific needs and desires of the local community or county.
- While plans do not need to be overly complicated they should effectively address local forest and range conditions, values-at-risk, and priorities for action.
- The minimum requirements for a CWPP are:
 - **Collaboration.** A CWPP must be collaboratively developed. Local officials and state officials must meaningfully involve federal agencies that manage land in the vicinity of the community and other interested parties, particularly non-governmental stakeholders.

- **Prioritized Fuel Reduction.** A CWPP must identify and prioritize areas for hazardous fuel reduction treatments on both federal and non-federal land and recommend the types and methods of treatment that, if completed, would reduce the risk to the community.
- **Treatment of Structural Ignitability.** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.
- The HFRA requires that three entities must mutually agree to the final contents of a CWPP:
 - The applicable local government (e.g. counties or cities);
 - The local fire department(s); and
 - The state agency responsible for forest management.
- Benefits to the community include:
 - The opportunity to establish a locally appropriate definition and boundary for the WUI.
 - The requirement for federal agencies, when planning fuel reduction projects, to give priority to projects that provide for the protection of at-risk-communities or watersheds, or that implement recommendations in a CWPP.
 - Expedited National Environmental Policy Act (NEPA) procedures for federal agencies implementing fuel reduction projects identified in a CWPP. (If a federal agency is planning a fuels reduction project to implement a recommendation in a CWPP that lies within the WUI and is located no further than 1 ½ miles from the community boundary, the federal agency does not need to analyze any other alternatives under NEPA.)
- The USDA Forest Service (FS) and Bureau of Land Management (BLM) must spend not less than 50% of the funds allocated for hazardous fuel reduction projects in the WUI, as defined by a community in a CWPP.
- When allocating federal funds for fuel reduction projects on nonfederal lands, federal and state agencies should, to the maximum extent practicable, give priority to communities that have adopted Community Wildfire Protection Plans.
- CWPPs provide a context for prioritizing fuels treatments projects in the cross-boundary, landscape-scale manner envisioned in the *National Fire Plan* and *10-Year Comprehensive Strategy*.

ROLES AND RECOMMENDED ACTIONS:

State Foresters:

- The HFRA gives State Foresters a unique and critical role by designating them as one of the three entities, along with local government and the local fire authority, which must agree on the final contents of a CWPP.
- Provide statewide leadership in encouraging local, state, federal, and non-governmental stakeholders to develop CWPPs and facilitate the participation of state personnel in the development process.

- Through established relationships with city and county officials, local fire chiefs, state and national fire organizations, federal land management agencies, private homeowners, and community groups:
 - Assist in bringing together diverse community partners.
 - Initiate the planning dialogue, if necessary.
 - Facilitate the implementation of priority actions across ownership boundaries.
- Bring specialized natural resource knowledge and technical expertise into the planning process.
- Provide statewide leadership in developing and maintaining a list, or map, of communities at risk within the state and work with partners to establish priorities for action.
- When allocating federal grant funds (such as the mitigation portion of State Fire Assistance) for projects on nonfederal lands, to the maximum extent possible give priority to communities that have adopted a CWPP.

USDA FS Regional Foresters, BLM State Directors, and Regional Directors of the US Fish & Wildlife Service and National Park Service:

- Provide federal leadership in encouraging communities to develop CWPPs.
- Convey the importance of CWPPs to federal line officers and encourage their active participation in their development and implementation.
- In planning fuel reduction projects on federal land:
 - Ensure full collaboration with local communities, state agencies, and all interested parties; and
 - Give priority to projects that provide for the protection of at-risk-communities or watersheds, or that implement recommendations in a CWPP.
- Bring specialized natural resource knowledge and technical expertise into the planning process, particularly in the areas of GIS and mapping, vegetation management, assessment of values and risks and funding strategies.
- Assist the community in identifying and prioritizing areas for hazardous fuel reduction treatments on federal lands, and in determining the types and methods of treatment that, if completed, would reduce the risk to the community.
- Provide funding priority to projects and activities identified in a CWPP.
- Promote economic opportunities in rural communities where possible.

Bureau of Indian Affairs (BIA) Regional Foresters:

- Encourage Tribes to develop and implement, as appropriate, CWPPs (often referred to as wildland fire prevention plans) for landscapes at high-risk to wildland fire.
- Collaborate with Tribes to plan and implement WUI and/or HFRA treatments that meet tribal goals.
- Facilitate coordination with local communities and state and other federal agencies with land adjacent to reservation / tribal boundaries.

- Communicate the unique role of tribal governments to partners involved in developing CWPPs and assist with appropriate incorporation of tribal participants and interests in the resulting documents.

County and City Government Officials:

- The HFRA gives local government officials a unique and critical role by designating them as one of the three entities, along with state land management agencies and the local fire authority, which must agree on the final contents of a CWPP.
- Convene the core decision-making team that will be responsible for either developing the plan, or guiding its development.
- Engage local community leaders and stakeholders in the planning process.
- Along with local fire chiefs, provide local leadership in assessing community fire protection needs and determining the complexity of planning necessary.
- Enlist state and federal agency assistance and support for the planning effort.
- Ensure that the CWPP is collaboratively developed. Local officials must meaningfully involve state government representatives, federal agencies that manage land in the vicinity of the community, and other interested parties.
- In conjunction with local fire chiefs, clearly communicate to home and business owners their responsibility to reduce the ignitability of their homes and other structures, and to create defensible space around them.

Local Fire Chiefs:

The HFRA gives local fire chiefs a unique and critical role by designating them as one of the three entities, along with local government and the state forestry agencies, which must agree on the final contents of a CWPP.

- As trusted community members and leaders, take the lead in encouraging diverse local understanding of and support for the development of a CWPP, in organizing the planning process, and in ensuring meaningful participation from other community leaders and diverse stakeholders.
- Use local fire protection expertise to lead the assessment of community fire protection needs and to determine the necessary complexity of fire preparedness and response planning.
- In conjunction with local government officials, clearly communicate to home and business owners their responsibility to reduce the ignitability of their homes and other structures, and to create defensible space around them.
- Consider using The “Leaders Guide for developing a Community Wildfire Protection Plan”, developed by the International Association of Fire Chiefs (IAFC), to guide the process.

Yuba County Foothills Community Wildfire Protection Plan

July, 2014

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**



Additional materials available online@ <http://deercreekgis.com/yubacwpp>
Prepared By: Deer Creek Resources, LLC and WildlandRx, Inc.



DISCLAIMER:

This document analyzes wildfire hazard across the Yuba County Foothills, and makes recommendations on ways that residents in the area can reduce their collective exposure to wildfire-caused losses. Due to limitations in funding for wildfire hazard mitigation, it is necessary to set Countywide priorities for hazard reduction work. Within this document, areas were prioritized for hazard reduction based upon a number of factors including: potential wildfire behavior, density of homes, and proximity to important access roads.

The fact that an area may be mapped as lower hazard in this document does NOT mean that that particular area is safe from wildfires – rather, it just means that there were areas where hazard reduction projects might benefit a greater number of residents. Under typical summer wildfire burning conditions, most of the project area has the potential to support rapid rates of wildfire spread and high intensity burning. There are NO low-priority areas for fire hazard mitigation in the Yuba County Foothills.

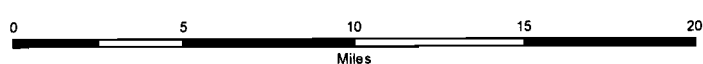
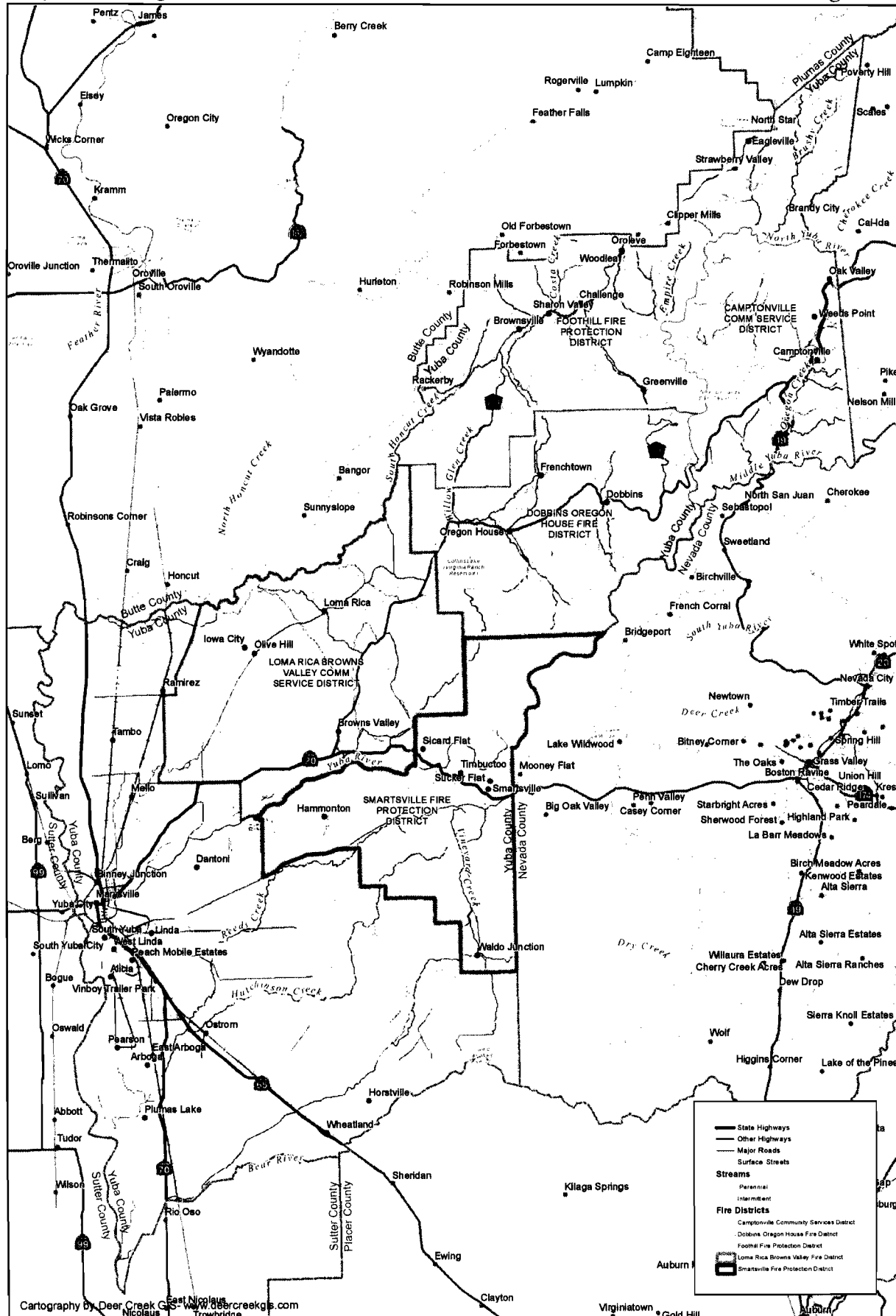
Wildfire behavior is the product of numerous factors, some of which are weather-dependent and difficult or impossible to quantify. The suggestions in this assessment are based upon field surveys, technical analysis, and the professional experience of the authors. Errors may exist in this analysis and could include improper recording of field data due to GPS accuracy or surveyor error, computational errors, data entry mistakes and any other conceivable cause.

This data comprises a simplification of the physical environment intended to allow the authors to make general recommendations about reducing potential fire behavior at the community scale. While this data is useful in assessing relative risk between the many micro-climates and vegetation-types present in the Yuba County Foothills area, site-specific changes in fuel hazard and wildfire risk (such as annual mowing, grazing, and weed clearance, the growth of flammable ornamental plants and native vegetation, and other changes in the physical environment) will quickly render this data inaccurate.

THIS DATA IS DESCRIBES VEGETATION AND WILDFIRE HAZARD CONDITIONS IN THE YUBA COUNTY FOOTHILLS AT A SINGLE POINT OF TIME, SPRING 2014. ANY FUTURE USE OF THIS DATA FOR OTHER PLANNING, CODE ENFORCEMENT, OR HAZARD MITIGATION WORK IS NOT RECOMMENDED WITHOUT FIRST CHECKING PHYSICAL CONDITIONS ON THE GROUND.

Yuba Foothills Community Wildfire Protection Plan Project Setting

Figure 1



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Yuba County Foothill Community Wildfire Protection Plan – Mutual Agreement Page

This Community Wildfire Protection Plan (CWPP) was developed for the Yuba County Watershed Protection and Fire Safe Council, in collaboration with interested local parties and land management agencies. It provides a snapshot of current wildfire protection challenges and capabilities, identifies and prioritizes areas for hazardous fuel reduction, and recommends types and methods of vegetation management that may help protect the communities from wildfire losses.

The following entities mutually agree with the contents of this Community Wildfire Protection Plan:

Signed For: Yuba County Watershed Protection and Fire Safe Council

Date:

Signed for: Camptonville Fire Protection District

Date:

Signed for: Smartsville Fire Protection District

Date:

Signed for: Dobbins/Oregon House Fire Protection District

Date:

Signed for: Loma Rica/Browns Valley Community Services District

Date:

Signed for: Foothill Fire Protection District

Date:

Signed for: Nevada Yuba Placer Unit, CAL FIRE

Date:

Signed For: Tahoe National Forest, U. S. Forest Service, USDA

Date:

Signed For: Plumas National Forest, U. S. Forest Service, USDA

Date

Signed For: Yuba County Board of Supervisors

Date:

Executive Summary

Need for the Project

Wildland fire is an essential, natural process. Fire has shaped the character of Yuba County's forests and woodlands for thousands of years and remains an essential process in maintaining the health of wildlands and watersheds.

As in the rest of California, and most of the US, fire suppression, and the exclusion of natural fires in Yuba County, has resulted in an increase in the loading of flammable vegetation in and around the foothill communities of the county.

Increasing population growth into the wildland areas of the County has increased the amount of assets at risk from wildfire. This trend also complicates the use of prescribed burning to reduce wildfire hazard adds to the probability of human-caused fire ignitions. Also, the presence of human population changes wildfire fighting tactics - initial fire response resources that are needed to stop the spread of the fire are often tasked to take on structure-protection missions instead.

The National Fire Protection Association estimates that more than 30,000 homes have been lost to wildfire since the 1970s. Federal taxpayers have paid out an estimated \$40 billion in suppression costs, while the insurance industry has paid claims in excess of \$10 billion. In 2003, the Cedar fire in San Diego County destroyed over 2,000 homes, nearly 300,000 acres burned and 16 lives lost. In Yuba County in the last 15 years two large fires (Williams & Pendola) destroyed over 100 homes.

Given the fire history of Yuba County, the density of population, and a climate that features hot, dry, windy summers, the eventuality of a wildland fire impacting foothill communities is great. It's not a matter of 'if', it's a matter of 'when'.

CWPP Project Objective

This document evaluates wildfire hazard across the Yuba County Foothills area. Specifically, it looks at conditions within the Loma Rica/Browns Valley and Camptonville Community Services Districts and the Dobbins-Oregon House, Smartsville, and Foothill Fire Protection Districts. The hazard information is used in conjunction with mapping of 'values-at-risk' (homes, critical access routes, and infrastructure) to define areas where wildfire poses the greatest threat to these assets. The purpose of this document is to provide a comprehensive, scientifically-based assessment of the wildfire hazards and risks.

This assessment will aid stakeholders in developing short and long-term strategies for:

- Prioritizing hazard reduction and other wildfire preparedness projects
- Identifying the methods to be used, that will best provide for wildfire prevention and mitigation
- Implementing projects to reduce hazardous wildfire fuels
- Developing community wildfire safety education programs
- Assisting public agencies in making valid and timely decisions for wildfires and evacuations

The County of Yuba

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TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RS*
RE: Issuance of special tax bonds for Improvement Area C of Community Facilities District No. 2005-1
DATE: September 23, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the following resolution related to Improvement Area C of Community Facilities District No. 2005-1:

RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS OF THE COUNTY FOR THE COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (ORCHARD/MONTROSE PUBLIC IMPROVEMENTS) RELATED TO IMPROVEMENT AREA C OF THE DISTRICT, APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

BACKGROUND

On November 8, 2005, the Board of Supervisors adopted Resolution No. 2005-271 forming the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "CFD") in order to provide financing for public infrastructure improvements needed for the development of the area within the community of Linda, one mile east of State Highway 70, north of Erle Road, west of Griffith Avenue and south of Linda Avenue. On August 28, 2007, the Board of Supervisors adopted Resolution No. 2007-120 designating three improvement areas within the CFD, including an Improvement Area C (the "Woodside Improvement Area") that includes the current Woodside development. The County is authorized to levy special taxes on real property within the three improvement areas of the CFD, and to issue special tax bonds to pay the costs of infrastructure improvements authorized to be funded by the CFD, which bonds are to be repaid from the special taxes.

On August 12, 2014, the Board of Supervisors, following the conduct of a public hearing regarding the Woodside Improvement Area, adopted Resolution No. 2014-69, directing that the maximum special tax that may be levied on single family residential property in the Woodside Improvement Area be reduced from \$1,550 to \$1,000 per residential unit per year, determining that the first levy of special taxes on property in the Woodside Improvement Area would be for fiscal year 2015-16, and clarifying that no special tax would be levied in the Woodside Improvement Area after fiscal year 2040-41. The Board of

Supervisors also adopted Resolution No. 2014-68, directing County Staff to present to the Board of Supervisors proceedings necessary for the issuance of special tax bonds of the County for the CFD to be repaid from special taxes to be levied on property in the Woodside Improvement Area, designating consultants needed for the bond issue and approving an agreement with Woodside Montrose Inc. (the "Developer") whereby the Developer would pay costs related to the issuance of the bonds, subject to reimbursement from bond proceeds when and if the bonds are issued.

County Staff, working with the consultants, have prepared a Fiscal Agent Agreement pursuant to which the special tax bonds are to be issued and a Continuing Disclosure Agreement which provides for the County to annually provide information relevant to bond investors. The Board of Supervisors is now being requested to adopt a Resolution approving these agreements, authorizing the issuance of the special tax bonds, and directing the preparation of an official statement to be used in connection with the marketing of the bonds and a bond purchase agreement providing for the sale of the bonds to Stifel Nicolaus & Company Incorporated, the designated underwriter for the bonds. If the Board of Supervisors adopts the Resolution and the bonds are issued, proceeds of the bonds will be used to pay a portion of the costs incurred by the Developer in connection with the construction of infrastructure improvements for the Woodside/Montrose development pursuant to an Acquisition Agreement between the County, for the CFD, and the Developer that was executed by the parties in April of 2008 and amended on December 30, 2013.

The principal amount of the bonds to be issued will be determined based on the advice of the bond underwriter and the County's financial advisor, but not in any case more than \$3,200,000. It is expected that the official statement and bond purchase agreement needed to issue the bonds will be presented to the Board of Supervisors for approval in late October, and if they are approved by the Board of Supervisors the bonds will be issued in November. This will be the only bond issue by the County for the Woodside Improvement Area to fund costs of the improvements constructed by the Developer. It should be noted that even though it is expected that the bonds will be issued this year, the special taxes to repay the bonds will not be levied on property in the Improvement Area until fiscal year 2015-2016, with the first property owner special tax payment delinquent if not paid by December 10, 2015.

The Resolution also authorizes the County Administrator to enter into another amendment to the Acquisition Agreement with the Developer, in the event that the bonds are not issued by the end of the year, to extend the end of the term of the Acquisition Agreement from December 31, 2014 to December 31, 2015.

FISCAL IMPACT

The bonds to be issued will not be general obligations of the County or the CFD, but will be limited obligations of the County for the CFD secured solely by and payable solely from the special taxes levied on property in the Woodside Improvement Area and amounts held in certain funds and accounts established under the Fiscal Agent Agreement for the bonds. All costs of issuance of the bonds will be paid from the proceeds of the bonds. All administrative costs of the CFD related to the Woodside Improvement Area and the bond program will be paid from proceeds of the special taxes levied on property in the Woodside Improvement Area. The CFD will only be authorized to levy the special taxes on land included within the boundaries of the Woodside Improvement Area as needed to repay the

bonds and pay the administrative costs of the bond program, subject in any event to the limitation of \$1,000 per residential unit per year commencing fiscal year 2015-16 and ending with fiscal year 2040-41.

Attachments: Resolution
 Fiscal Agent Agreement
 Continuing Disclosure Agreement

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

In Re:

**RESOLUTION AUTHORIZING THE ISSUANCE OF)
SPECIAL TAX BONDS OF THE COUNTY FOR THE)
COUNTY OF YUBA COMMUNITY FACILITIES)
DISTRICT NO. 2005-1 (ORCHARD/MONTROSE)
PUBLIC IMPROVEMENTS) RELATED TO)
IMPROVEMENT AREA C OF THE DISTRICT,)
APPROVING AND DIRECTING THE EXECUTION)
OF A FISCAL AGENT AGREEMENT AND)
APPROVING OTHER RELATED DOCUMENTS AND)
ACTIONS)**

Resolution No. _____

WHEREAS, the Board of Supervisors has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Law"), to form the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by the special taxes the proceeds of which are to be used to finance certain public improvements (the "Facilities"), all as described in Resolution No. 2005-271 entitled "Resolution of Formation of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), Authorizing the Levy of a Special Tax Within the District, Preliminarily Establishing an Appropriations Limit for the District, and Submitting Levy of the Special Tax and the Establishment of the Appropriations Limit to the Qualified Electors of the District" and Resolution No. 2005-272 entitled "Resolution Determining the Necessity to Incur Bonded Indebtedness Within County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) and Submitting Proposition to the Qualified Electors of the District," which Resolutions were adopted by the Board of Supervisors on November 8, 2005; and

WHEREAS, pursuant to said Resolutions, an election was held within the District on November 9, 2005 and the then qualified electors approved the propositions of the incurrence of the bonded debt, the establishment of the appropriations limit and the levy of the special tax by more than two-thirds of the votes cast at said special election; and

WHEREAS, on August 28, 2007, the Board of Supervisors adopted Resolution No. 2007-120 entitled "Resolution Designating Improvement Areas Within the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), and of Consideration to Alter the Rate and Method of Apportionment of Special Taxes, the Bonded Indebtedness Limits and the Appropriations Limits for Such Areas," designating three improvement areas within the District, as authorized by Section 53350 of the Law, including an Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "Improvement Area"), and

otherwise commencing proceedings (the "Alteration Proceedings") to alter the rate and method of apportionment of special taxes for each of the three improvement areas and to establish a bonded indebtedness limit and an annual appropriations limit for each of the three improvement areas; and

WHEREAS, pursuant to the Alteration Proceedings, an election was held within each of the three improvement areas of the District on January 7, 2008, at which the then qualified electors of the District, and of each of the improvement areas, approved the revised rate and method of apportionment of special taxes, the bonded indebtedness limit and the appropriations limit for each of the three improvement areas; and

WHEREAS, on August 12, 2014, the Board of Supervisors adopted Resolution No. 2014-69 entitled "Resolution Reducing Maximum Special Tax for Single Family Residential Property in Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), Clarifying Rate and Method of Apportionment of Special Tax and Authorizing Related Actions," directing that the maximum special tax that may be levied under the rate and method of apportionment of special taxes for the Improvement Area on single family residential property be reduced to \$1,000 per residential unit per year, determining that the first levy of special taxes on property in the Improvement Area shall be for fiscal year 2015-16, and clarifying that no special taxes may be levied in the Improvement Area after fiscal year 2040-41; and

WHEREAS, also on August 12, 2014, the Board of Supervisors adopted Resolution No. 2014-68 entitled "Resolution Approving and Authorizing the Execution of a Deposit/Reimbursement Agreement Relative to the Proposed Issuance of Special Tax Bonds for Improvement Area C of the County of Yuba Community Facilities District No. 2005 1 (Orchard/Montrose Public Improvements), and Authorizing and Directing Actions With Respect to the Bonds," directing, among other actions, that County Staff present to the Board of Supervisors the proceedings necessary for the issuance of bonds by the County for the District to be repaid from proceeds of special taxes levied on property in the Improvement Area; and

WHEREAS, there have been submitted to this Board of Supervisors for its approval (a) a Fiscal Agent Agreement (the "Fiscal Agent Agreement") providing for the issuance of the Bonds (as defined in Section 1 below) to be repaid from special taxes to be levied on property in the Improvement Area, and providing for the use of the proceeds of the Bonds to finance a portion of the costs of the Facilities, and (b) a Continuing Disclosure Agreement relating to the Bonds (the "Continuing Disclosure Agreement"), and the Board of Supervisors, with the aid of County staff, has reviewed the Fiscal Agent Agreement and the Continuing Disclosure Agreement and has found them to be in proper order; and

WHEREAS, the Board of Supervisors now desires to authorize the issuance of the Bonds, to approve the Fiscal Agent Agreement and the Continuing Disclosure Agreement and to authorize their execution and delivery, and to direct the preparation of an official statement (the "Official Statement") describing the Bonds and a bond purchase agreement (the "Bond Purchase Agreement") pursuant to which the Bonds are to be sold.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

Section 1. Pursuant to the Law, this Resolution and the Fiscal Agent Agreement, special tax bonds of the County of Yuba (the "County") for the District (the "Bonds"), in an aggregate principal amount not to exceed \$3,200,000, are hereby authorized to be issued, such bonds to be designated the "County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds." The Bonds shall be payable from special taxes levied on

property in the Improvement Area, and shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Board of Supervisors hereby finds and determines that, based on the assessed values of the parcels in the Improvement Area, the Bonds have in excess of a value to lien ratio of four to one, as required by the County's Land Secured Financing Policies, adopted by the Board of Supervisors on April 20, 2004 (the "Local Goals and Policies"). The Board of Supervisors finds that the Bonds, when issued pursuant to the Fiscal Agent Agreement, will be in accordance with the Local Goals and Policies. The Board of Supervisors further finds that the sale of the Bonds at negotiated sale will result in a lower overall cost.

Section 2. The Fiscal Agent Agreement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The County Administrator and the Chairman of the Board of Supervisors (collectively, the "Authorized Officers"), each acting alone, are hereby authorized and directed to execute and deliver the Fiscal Agent Agreement in said form, with such additions thereto or changes therein as are deemed necessary by the County Administrator, upon consultation with County Counsel and Bond Counsel, to cure any ambiguity or defect therein if such addition or change does not materially alter the substance or content thereof, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions with respect to the Bonds as are set forth in the Bond Purchase Agreement, or to conform any provisions therein to the Bond Purchase Agreement and the Official Statement. The approval of any such additions or changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by an Authorized Officer. In any event, the date, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Fiscal Agent Agreement as finally executed.

Section 3. The Bonds, when executed, shall be delivered to the Fiscal Agent (as defined in the Fiscal Agent Agreement) for authentication. The Fiscal Agent is hereby requested and directed to authenticate the Bonds by executing the Fiscal Agent's certificate of authentication and registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to Stifel Nicolaus & Company Incorporated, the underwriter for the Bonds (the "Underwriter"), in accordance with written instructions executed on behalf of the County by the County Administrator or the County Treasurer, which instructions each such officer is hereby authorized, for and in the name and on behalf of the County, to execute and deliver to the Fiscal Agent. Such instructions shall provide for the delivery of the Bonds to the Underwriter upon payment of the purchase price therefor.

Section 4. The County hereby covenants, for the benefit of the Bondowners, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

Section 5. The Continuing Disclosure Agreement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The Authorized Officers, each acting alone, are hereby authorized and directed, for and in the name of and on behalf of the County, to execute and deliver the Continuing Disclosure Agreement in said form, with such additions thereto or changes therein as are deemed necessary, desirable or appropriate by the County Administrator upon consultation with County Counsel and Disclosure Counsel, the approval of such changes to be conclusively evidenced by the execution and delivery by an Authorized Officer of the Continuing Disclosure Agreement.

Section 6. The preparation of the Official Statement in preliminary and final form, and the preparation of the Bond Purchase Agreement, are hereby authorized. Approval of the Official Statement and the Bond Purchase Agreement shall occur at a subsequent meeting of the Board of Supervisors, and

such approval is hereby made a condition precedent to the sale and issuance of the Bonds. The interest rate on the Bonds set forth in the Bond Purchase Agreement shall not exceed 7.00% per annum and the discount at which the Underwriter purchases the Bonds (exclusive of original issue discount) shall not exceed 2.50% of the principal amount thereof.

Section 7. The Board of Supervisors hereby authorizes the County Administrator to execute and delivery a second supplement (the "Second Supplement") to the Acquisition Agreement, dated as of April 1, 2008 (the "Original Agreement"), between the County, on behalf of the District, and Woodside Montrose Inc. (the "Developer"), as amended by Supplement No. 1 to Acquisition Agreement, dated as of December 30, 2013, between the County, on behalf of the District, and the Developer (the "First Supplement"), with the sole purpose of the Second Supplement to be to extend the date set forth in Section 9.01 of the Original Agreement as extended by the First Supplement, from December 31, 2014 to December 31, 2015, if for any reason the Bonds are not issued by December 31, 2014. The Second Supplement shall be prepared by Bond Counsel and shall be substantially in the form of the First Supplement.

Section 8. All actions heretofore taken by the officers and agents of the County with respect to the establishment of the District, the designation of the Improvement Area, and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the proper officers of the County are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. Whenever in this Resolution any officer of the County is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 9. This Resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

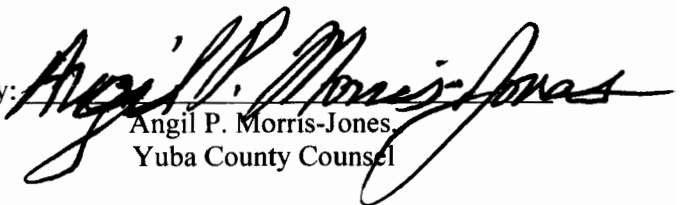
COUNTY OF YUBA

By: _____
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

By: 
Angil P. Morris-Jones
Yuba County Counsel

FISCAL AGENT AGREEMENT

by and between

COUNTY OF YUBA, CALIFORNIA

and

**U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent**

dated as of November 1, 2014

relating to:

\$ _____

County of Yuba

**Community Facilities District No. 2005-1
(Orchard/Montrose Public Improvements) – Improvement Area C,
2014 Special Tax Bonds**

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EXHIBIT A – FORM OF 2014 BOND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement"), dated as of November 1, 2014, is by and between the County of Yuba, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County"), for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

RECITALS:

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 2005-271 adopted by the Board of Supervisors on November 8, 2005;

WHEREAS, pursuant to Resolution No. 2007-120 adopted by the Board of Supervisors on August 28, 2007, and Section 53350 of the Act, the Board of Supervisors designated a portion of the District as "Improvement Area C" (the "Improvement Area");

WHEREAS, the Board of Supervisors, as the legislative body with respect to the District, is authorized under the Act to levy special taxes on property in the Improvement Area to pay for the costs of facilities eligible to be financed by the District and to authorize the issuance of bonds secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on September 23, 2014, the Board of Supervisors adopted its Resolution No. 2014-____ (the "Resolution"), which Resolution, among other matters, authorized the issuance of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds (the "2014 Bonds") in an aggregate principal amount not to exceed \$_____, provided that said issuance would be in accordance with this Agreement, and authorized the execution hereof;

WHEREAS, it is in the public interest and for the benefit of the County, the District, the persons responsible for the payment of special taxes to be levied in the Improvement Area and the owners of the 2014 Bonds that the County enter into this Agreement to provide for the issuance of the 2014 Bonds, the disbursement of proceeds of the 2014 Bonds, the disposition of the special taxes securing the 2014 Bonds and the administration and payment of the 2014 Bonds; and

WHEREAS, the County has determined that all things necessary to cause the 2014 Bonds, when authenticated by the County for the District and issued as in the Act, the Resolution and this Agreement provided, to be legal, valid and binding and special obligations of the County for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation,

authorization, execution and issuance of the 2014 Bonds, subject to the terms hereof, have in all respects been duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. Any action by any Owner to enforce the provisions of this Agreement shall be for the equal benefit and protection of all Owners of the Bonds.

The Fiscal Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 et seq. of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the County in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, releases from the Escrow Fund, compliance with the Continuing Disclosure Agreement, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of County staff related thereto and a proportionate amount of County general administrative overhead related thereto, any amounts paid by the County from its general funds pursuant to Section 6.02, any amounts paid or payable to any persons or entities employed by the County in connection with the discharge of any of the County's obligations hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States), and all other costs and expenses of the County or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder or in connection with the Bonds and, in the case of the County, in any way related to the administration of the Bonds or the District with regard to the Improvement Area. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid.

“Administrative Expense Fund” means the fund by that name established by Section 3.05(A) hereof.

“Agreement” means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

“Annual Debt Service” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of the provisions of Section 2.03(A)(ii) providing for mandatory sinking payments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking payment due in such Bond Year pursuant to Section 2.03(A)(ii)).

“Auditor” means the Auditor/Controller of the County, as such other official at the County who is responsible for preparing property tax bills.

“Authorized Officer” means the County Administrator, the County Treasurer-Tax Collector, the Clerk of the Board of Supervisors of the County, or any other officer or employee of the County authorized by the Board of Supervisors of the County or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means (i) Quint & Thimmig LLP, or (ii) any attorney or other firm of attorneys acceptable to the County and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Fund” means the fund by that name established by Section 4.02(A) hereof.

“Bond Register” means the books for the registration and transfer of Bonds maintained by the Fiscal Agent under Section 2.08 hereof.

“Bond Year” means the one-year period beginning on September 2 in each year and ending on September 1 in the following year except that the first Bond Year shall begin on the Closing Date and end on March 1, 2015.

“Bonds” means, collectively, the 2014 Bonds, and, if the context requires, any Parity Bonds, at any time Outstanding under this Agreement or any Supplemental Agreement.

“Business Day” means any day other than (i) a Saturday or a Sunday, or (ii) a day on which banking institutions in the state in which the Fiscal Agent has its corporate trust office are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"Capitalized Interest Account" means the account by that name established within the Bond Fund pursuant to Section 4.02(A).

"Closing Date" means November 1, 2014, being the date upon which there is a physical delivery of the 2014 Bonds in exchange for the amount representing the purchase price of the 2014 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2014 Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2014 Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of November 1, 2014, executed by the County and Goodwin Consulting Group, Inc. as the initial Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the County and related to the authorization, sale and issuance of the 2014 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees and charges of the Fiscal Agent including its first annual administration fee, fees and expenses of Fiscal Agent's counsel, expenses incurred by the County in connection with the issuance of the 2014 Bonds, special tax consultant fees and expenses, Bond (underwriter's) discount, legal fees and charges, including bond counsel and disclosure counsel, financial advisor fees, rating agency fees, charges for execution, transportation and safekeeping of the 2014 Bonds and other costs, charges and fees in connection with the foregoing.

"Cost of Issuance Fund" means the fund by that name established by Section 3.06(A) hereof.

"County" means the County of Yuba, California.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal (including principal payable by reason of Section 2.03(A)(ii)) on the Bonds and the scheduled amount of interest and amortization of principal payable on any Parity Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.13.

"District" means the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements), formed pursuant to the Act and the Resolution of Formation.

"Escrow Fund" means the fund by that name established by Section 3.07(A) hereof.

"Escrow Term Bonds" means the 2014 Bonds maturing on September 1, ____.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, or (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent:

- (i) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

- (ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the County and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Area" means Improvement Area C of the District, designated as such pursuant to the Resolution Designating Improvement Areas.

"Improvement Fund" means the fund by that name created and held by the Fiscal Agent pursuant to Section 3.03(A).

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the County or any Authorized Officer, and who, or each of whom: (i) is judged by the person or entity that approved them to have experience in matters relating to the issuance and/or administration of bonds under the Act; (ii) is in fact independent and not under the domination of the County; (iii) does not have any substantial interest, direct or indirect, with or in the County, or any owner of real property in the Improvement Area, or any real property in the Improvement Area; and (iv) is not connected with the County as an officer or employee of the County, but who may be regularly retained to make reports to the County.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, (at <http://emma.msrb.org>); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the County may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2015.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final scheduled maturity date for any Outstanding Bonds.

"Officer's Certificate" means a written certificate of the County signed by an Authorized Officer of the County.

"Ordinance" means Ordinance No. 1359, adopted by the Board of Supervisors of the County on December 13, 2005, as amended by Ordinance No. 1437 adopted by the Board of Supervisors on January 15, 2008, and any other ordinance of the County levying the Special Taxes.

"Original Purchaser" means the first purchaser of the 2014 Bonds from the County, being Stifel, Nicolaus & Company, Incorporated.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except: (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution

for which other Bonds shall have been authorized, executed, issued and delivered by the County pursuant to this Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Parity Bonds" means bonds issued by the County for the District payable and secured on a parity with any then Outstanding Bonds, pursuant to Section 2.14 hereof.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

"Permitted Investments" means the following, but only to the extent that the same are acquired at Fair Market Value and are otherwise legal investments for funds of the County:

(a) Federal Securities.

(b) Registered state warrants or treasury notes or bonds of the State of California (the "State"), including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State, which are rated in one of the two highest short-term or long-term rating categories by either Moody's Investors Service or Standard and Poor's Ratings Group, and which have a maximum term to maturity not to exceed three years.

(c) Time certificates of deposit or negotiable certificates of deposit issued by a state or nationally chartered bank or trust company, or a state or federal savings and loan association which may include the Fiscal Agent and its affiliates; provided, that the certificates of deposit shall be one or more of the following: continuously and fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, and/or continuously and fully secured by securities described in subdivision (a) or (b) of this definition of Permitted Investments which shall have a market value, as determined on a marked-to-market basis calculated at least weekly, and exclusive of accrued interest, or not less than 102 percent of the principal amount of the certificates on deposit.

(d) Commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by either Moody's Investors Service or Standard and Poor's Ratings Services, which commercial paper is limited to issuing corporations that are organized and operating within the United States of America and that have total assets in excess of five hundred million dollars (\$500,000,000) and that have an "A" or higher rating for the issuer's debentures, other than commercial paper, by either Moody's Investors Service or Standard and Poor's Ratings Services, provided that purchases of eligible commercial paper may not exceed 180 days' maturity nor represent more than 10 percent of the outstanding commercial paper of an issuing corporation. Purchases of commercial paper may not

exceed 20 percent of the total amount invested pursuant to this definition of Permitted Investments.

(e) A repurchase agreement with a state or nationally chartered bank or trust company or a national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, provided that all of the following conditions are satisfied: (1) the agreement is secured by any one or more of the securities described in subdivision (a) of this definition of Permitted Investments, (2) the underlying securities are required by the repurchase agreement to be held by a bank, trust company, or primary dealer having a combined capital and surplus of at least one hundred million dollars (\$100,000,000) and which is independent of the issuer of the repurchase agreement, and (3) the underlying securities are maintained at a market value, as determined on a marked-to-market basis calculated at least weekly, of not less than 103 percent of the amount so invested.

(f) An investment agreement or guaranteed investment contract with, or guaranteed by, a financial institution the long-term unsecured obligations of which are rated Aa2 and "AA" or better, respectively, by Moody's Investors Service and Standard and Poor's Ratings Services at the time of initial investment. The investment agreement shall be subject to a downgrade provision with at least the following requirements: (1) the agreement shall provide that within five business days after the financial institution's long-term unsecured credit rating has been withdrawn, suspended, other than because of general withdrawal or suspension by Moody's Investors Service or Standard and Poor's Ratings Services from the practice of rating that debt, or reduced below "AA-" by Standard and Poor's Ratings Services or below "Aa3" by Moody's Investors Service (these events are called "rating downgrades") the financial institution shall give notice to the County and, within the five-day period, and for as long as the rating downgrade is in effect, shall deliver in the name of the County or the Fiscal Agent to the County or the Fiscal Agent Federal Securities allowed as investments under subdivision (a) of this definition of Permitted Investments with aggregate current market value equal to at least 105 percent of the principal amount of the investment agreement invested with the financial institution at that time, and shall deliver additional allowed federal securities as needed to maintain an aggregate current market value equal to at least 105 percent of the principal amount of the investment agreement within three days after each evaluation date, which shall be at least weekly, and (2) the agreement shall provide that, if the financial institution's long-term unsecured credit rating is reduced below "A3" by Moody's Investors Service or below "A-" by Standard and Poor's Ratings Services, the Fiscal Agent or the County may, upon not more than five business days' written notice to the financial institution, withdraw the investment agreement, with accrued but unpaid interest thereon to the date, and terminate the agreement.

(g) The Local Agency Investment Fund of the State of California.

(h) Investments in a money market fund (including any funds of the Fiscal Agent or its affiliates and including any funds for which the Fiscal Agent or its affiliates provides investment advisory or other management services) rated in the highest rating

category (without regard to plus (+) or minus (-) designations) by Moody's Investors Service or Standard & Poor's Ratings Services.

(i) Any other lawful investment for County funds.

"Principal Office" means the corporate trust office of the Fiscal Agent as identified pursuant to Section 9.06 hereof; provided, however, for the purpose of maintenance of the Registration Books and surrender of Bonds for payment, transfer or exchange such term means the office at which the Fiscal Agent conducts its corporate agency business, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the facilities eligible to be funded by the District, as specified by the Resolution of Formation.

"Rate and Method of Apportionment" means the Rate and Method of Apportionment of Special Tax for the Improvement Area, as approved pursuant to proceedings commenced by the Resolution Designating Improvement Areas, and as it may be amended from time to time in accordance with the provisions of the Act.

"Record Date" means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date, whether or not such fifteenth (15th) day is a Business Day.

"Refunding Bonds" means bonds issued by the County for the District the net proceeds of which are used to refund all or a portion of the then Outstanding Bonds; provided that the debt service on the Refunding Bonds in any Bond Year is not in excess of the debt service on the Bonds being refunded, and the final maturity of the Refunding Bonds is not later than the final maturity of the Bonds being refunded.

"Registration Books" means the records maintained by the Fiscal Agent pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means, as of any date of calculation, an amount equal to the least of (i) the then Maximum Annual Debt Service, (ii) one hundred twenty-five percent (125%) of the then average Annual Debt Service, or (iii) ten percent (10%) of the initial principal amount of the Bonds. The Reserve Requirement as of the Closing Date is \$_____.

"Resolution" means Resolution No. _____, adopted by the Board of Supervisors of the County on September 23, 2014, authorizing the issuance of the 2014 Bonds.

"Resolution Designating Improvement Areas" means Resolution No. 2007-120, adopted by the Board of Supervisors of the County on August 28, 2007, designating three improvement areas within the District, including the Improvement Area.

"Resolution of Formation" means Resolution No. 2005-271, adopted by the Board of Supervisors of the County on November 8, 2005.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 15L, New York, New York 10041-0099, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the County may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Tax Fund" means the fund by that name established by Section 3.04(A) hereof.

"Special Tax Prepayments" means the proceeds of any prepayments of Special Taxes received by the County, as calculated pursuant to the Rate and Method of Apportionment, less any administrative fees or penalties collected as part of any such prepayment.

"Special Tax Prepayments Account" means the account by that name within the Bond Fund established by Section 4.02(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the County, including any scheduled payments and any prepayments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien, but shall not include interest and penalties, if any, collected with the Special Taxes that are in excess of the rate of interest payable on the Bonds.

"Special Taxes" means the special taxes levied on property within the Improvement Area pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the County under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Tax Consultant" means Goodwin Consulting Group, Inc. or another independent financial or tax consultant retained by the County for the purpose of computing the Special Taxes.

"Treasurer" means the Treasurer-Tax Collector of the County, or such other officer or employee of the County performing the functions of the chief financial officer of the County.

"2014 Bonds" means the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds at any time Outstanding under this Agreement.

"Undeveloped Property" has the meaning given to such term in the Rate and Method of Apportionment.

ARTICLE II

THE 2014 BONDS

Section 2.01. Principal Amount; Designation. 2014 Bonds in the aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____) are hereby authorized to be issued by the County for the District under and subject to the terms of the Resolution, this Agreement, the Act and other applicable laws of the State of California. The 2014 Bonds are hereby designated the "County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds."

Section 2.02. Terms of 2014 Bonds. The 2014 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple in excess thereof. The 2014 Bonds shall be dated the Closing Date, shall be in the principal amounts, shall mature on September 1 in the years and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates per annum as follows:

Maturity Date
(September 1)

Principal
Amount

Interest Rate

Interest on the 2014 Bonds shall be payable on each Interest Payment Date to the person whose name appears on the registration books maintained by the Fiscal Agent as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owner at the address of such Owner as it appears on the registration books maintained by the Fiscal Agent as of the preceding Record Date. Principal of

and premium (if any) on any 2014 Bond shall be paid by check upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Principal Office of the Fiscal Agent. The principal of and interest and premium (if any) on the 2014 Bonds shall be payable in lawful money of the United States of America.

Each 2014 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2015, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the date of authentication of any 2014 Bond, interest thereon is in default, such 2014 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

"CUSIP" identification numbers shall be imprinted on the 2014 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2014 Bonds, and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2014 Bonds. In addition, failure on the part of the County or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute any violation of the County's contract with such Owners and shall not impair the effectiveness of any such notice.

All 2014 Bonds paid by the Fiscal Agent pursuant to this Article shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2014 Bonds and, upon written request of the County, issue a certificate of destruction thereof to the County.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) *Optional Redemption.* The 2014 Bonds maturing on and after September 1, ____, are subject to optional redemption prior to their stated maturity on any Interest Payment Date occurring on or after September 1, ____, as a whole, or in part among maturities as determined by the Treasurer and by lot within a maturity, at a redemption price equal to the principal amount of the 2014 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

(ii) *Mandatory Sinking Payment Redemption.* The 2014 Bonds maturing on September 1, ____, are subject to mandatory sinking payment redemption in part on September 1, ____, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date
(September 1)

Sinking Payments

The Escrow Term Bonds are subject to mandatory sinking payment redemption in part on September 1, ____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date
(September 1)

Sinking Payments

The amounts in the foregoing tables shall be reduced to the extent practicable so as to maintain level debt service on the 2014 Bonds, as a result of any prior partial redemption of the 2014 Bonds pursuant to Section 2.03(A)(i) above or Section 2.03(A)(iii) below, as specified in writing by the Treasurer to the Fiscal Agent. Amounts in the table for the Escrow Term Bonds shall be reduced, prorata, as a result of any prior partial redemption of the Escrow Term Bonds pursuant to Section 2.03(A)(iv) below, as specified in writing by the Treasurer to the Fiscal Agent.

(iii) *Mandatory Redemption From Special Tax Prepayments.* Special Tax Prepayments and any corresponding transfers from the Reserve Fund pursuant to clause (iii) of the second paragraph of Section 3.04(A) and Section 4.03(F) shall be used to redeem 2014 Bonds on the next Interest Payment Date for which notice of redemption can timely be given under Section 2.03(E), by lot and allocated among maturities of the 2014 Bonds so as to maintain substantially level debt service on the Bonds, at a redemption price (expressed as a percentage of the principal amount of the 2014 Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
any Interest Payment Date to and including March 1, ____	%
September 1, ____ and March 1, ____	
September 1, ____ and March 1, ____	
September 1, ____ and thereafter	

(iv) *Mandatory Redemption From Escrow Fund Transfer.* The Escrow Term Bonds are subject to mandatory redemption on _____ 1, ____ (or such later date as may be

permitted under Section 3.07(E)), in part, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from amounts transferred from the Escrow Fund to the Bond Fund pursuant to Section 3.07(E).

(B) Notice to Fiscal Agent. The County shall give the Fiscal Agent written notice of its intention to redeem 2014 Bonds pursuant to subsection (A)(i) or (iii) above not less than forty-five (45) days prior to the applicable redemption date, or such lesser number of days as the Fiscal Agent shall allow. No notice need be given by the County to the Fiscal Agent of a redemption of 2014 Bonds pursuant to subsection (A)(ii) above.

(C) Priority of Redemption. Whenever provision is made in this Agreement for the redemption of less than all of the 2014 Bonds or any given portion thereof pursuant to Section 2.03(A)(i), the Fiscal Agent shall select the 2014 Bonds to be redeemed, from all 2014 Bonds or such given portion thereof not previously called for redemption among maturities as directed in writing by the Treasurer, and within a maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate and fair. Whenever provision is made in this Agreement for the redemption of less than all of the 2014 Bonds or any given portion thereof pursuant to Section 2.03(A)(iii), the Fiscal Agent shall select the 2014 Bonds to be redeemed, from all 2014 Bonds or such given portion thereof not previously called for redemption among maturities so as to maintain substantially level debt service on the Bonds, and within a maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate and fair. In each case, for purposes of selection of Bonds to be redeemed, all Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

(D) Purchase of Bonds in lieu of Redemption. In lieu of redemption under Section 2.03(A) above, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2014 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase prior to the selection of 2014 Bonds for redemption, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2014 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(E) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services (or by such other means as permitted by such services), and to the respective registered Owners of any 2014 Bonds designated for redemption, at their addresses appearing on the 2014 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the 2014 Bonds to be redeemed by giving the individual CUSIP

number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the 2014 Bonds of one or more maturities have been called for redemption, shall state as to any 2014 Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any redemption of the 2014 Bonds under Section 2.03(A)(i) or (iii) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the 2014 Bonds on the anticipated redemption date, and that the redemption shall not occur if by no later than the scheduled redemption date sufficient moneys to redeem the 2014 Bonds have not been deposited with the Fiscal Agent. In the event that the Fiscal Agent does not receive sufficient funds by the scheduled redemption date to so redeem the 2014 Bonds to be redeemed, the Fiscal Agent shall send written notice to the owners of the 2014 Bonds, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2014 Bonds for which notice of redemption was given shall remain Outstanding for all purposes of this Agreement.

Upon the payment of the redemption price of 2014 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2014 Bonds being redeemed with the proceeds of such check or other transfer.

Upon surrender of 2014 Bonds redeemed in part only, the County shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the County, a new 2014 Bond or 2014 Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2014 Bond or 2014 Bonds.

(F) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2014 Bonds so called for redemption shall have been deposited in the 2014 Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds and, upon written request of the County, issue a certificate of destruction thereof to the County.

(G) Redemption of Parity Bonds. Redemption provisions, if any, pertaining to any Parity Bonds shall be set forth in the Supplemental Agreement providing for such Parity Bonds.

Section 2.04. Form of 2014 Bonds. The 2014 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated

herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the County by the facsimile signatures of the Chair of the Board of Supervisors of the County and the Clerk of the Board who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the County shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the owner. Any Bond may be signed and attested on behalf of the County by such persons as at the actual date of the execution of such Bond shall be the proper officers of the County although at the nominal date of such Bond any such person shall not have been such officer of the County.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A executed manually and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the County from any lawfully available funds of the District attributable to the Improvement Area, including but not limited to amounts in the Administrative Expense Fund. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations of the same series and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the County. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series number, date, amount, rate of interest and last known owner of each Bond and shall at all times be open to inspection by the County during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

The County and the Fiscal Agent will treat the Owner of any Bond whose name appears on the Bond register as the absolute Owner of such Bond for any and all purposes, and the County and the Fiscal Agent shall not be affected by any notice to the contrary. The County and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond register for any and all purposes.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the County, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under to this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent.

If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the County and the Fiscal Agent satisfactory to the Fiscal Agent shall be given, the County, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The County may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the County and the Fiscal Agent for the preparation, execution, authentication and

delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the County under this Agreement and the Bonds shall be special obligations of the County, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the faith and credit nor the taxing power of the County (except with respect to the levy of Special Taxes on property in the Improvement Area, to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

Section 2.13. Book-Entry Only System. DTC shall act as the initial Depository for the 2014 Bonds. One 2014 Bond for each maturity of the 2014 Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the 2014 Bonds shall be registered in the Registration Books kept by the Fiscal Agent for the Bonds in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The representatives of the County and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the 2014 Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Registration Books in the name of Cede & Co., as nominee of DTC, neither the County nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the County nor the Fiscal Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the County elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds; except that so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, any Beneficial Owner of \$1,000,000 or more in aggregate principal amount of any series of Bonds

who has filed a written request to receive notices, containing such Beneficial Owner's name and address, with the Fiscal Agent shall be provided with all notices relating to such Bonds by the Fiscal Agent.

Except as set forth above, the Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to or upon the order of the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Registration Books, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.13 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the 2014 Bonds at any time by giving written notice to the Fiscal Agent during any time that the 2014 Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The County may terminate the services of DTC with respect to the 2014 Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the 2014 Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the County shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the County determines that it is in the best interest of the Beneficial Owners of the 2014 Bonds that they be able to obtain certificated Bonds, the 2014 Bonds shall no longer be restricted to being registered in the Registration Books of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or name the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06 the 2014 Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.14. Issuance of Parity Bonds. The County may issue one or more series of Parity Bonds, in addition to the 2014 Bonds authorized under Section 2.01 hereof, by means of a Supplemental Agreement and without the consent of any Bondowners, upon compliance with the provisions of this Section 2.14. Only Refunding Bonds that comply with the requirements of this Section 2.14 shall be Parity Bonds, and such Parity Bonds shall constitute Bonds hereunder and shall be secured by a lien on the Special Tax Revenues and funds pledged for the payment

of the Bonds hereunder on a parity with all other Bonds Outstanding hereunder. The County may issue Refunding Bonds that are Parity Bonds subject to the following specific conditions precedent:

(A) Current Compliance. The County shall be in compliance on the date of issuance of the Parity Bonds with all covenants set forth in this Agreement and all Supplemental Agreements.

(B) Payment Dates. The Supplemental Agreement providing for the issuance of such Parity Bonds shall provide that interest thereon shall be payable on March 1 and September 1, and principal thereof shall be payable on September 1 in any year in which principal is payable (provided that there shall be no requirement that any Parity Bonds pay interest on a current basis).

(C) Funds and Accounts; Reserve Fund Deposit. The Supplemental Agreement providing for the issuance of such Parity Bonds may provide for the establishment of separate funds and accounts, and shall provide for a deposit to the Reserve Fund (or to a separate account created for such purpose) in an amount necessary so that the amount on deposit in the Reserve Fund (together with the amount in any such separate account), following the issuance of such Parity Bonds, is equal to the Reserve Requirement.

(D) Refunding Bonds. The Parity Bonds must be Refunding Bonds.

(E) Officer's Certificate. The County shall deliver to the Fiscal Agent an Officer's Certificate certifying that the proposed issue of Parity Bonds constitute Refunding Bonds, and that the conditions precedent to the issuance of such Parity Bonds set forth in subsections (A), (B), (C) and (D) of this Section 2.14 have been satisfied. In delivering such Officer's Certificate, the Authorized Officer that executes the same may conclusively rely upon such certificates of the Fiscal Agent and others selected with due care, without the need for independent inquiry or certification.

Nothing in this Section 2.14 shall prohibit the County from issuing bonds or otherwise incurring debt for the District secured by a pledge of Special Tax Revenues subordinate to the pledge thereof under Section 4.01 of this Agreement.

ARTICLE III

ISSUANCE OF 2014 BONDS

Section 3.01. Issuance and Delivery of 2014 Bonds. At any time after the execution of this Agreement, the County may issue the 2014 Bonds for the District in the aggregate principal amount set forth in Section 2.01 and deliver the 2014 Bonds to the Original Purchaser. The Authorized Officers of the County are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2014 Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance, and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2014 Bonds to the Original Purchaser.

The validity of the authorization and issuance of the Bonds shall not be dependent upon the performance by any person of his obligation with respect to the Project.

Section 3.02. Application of Proceeds of Sale of 2014 Bonds. The proceeds of the purchase of the 2014 Bonds by the Original Purchaser (being \$_____) shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows (for record keeping purposes, the Fiscal Agent may establish such accounts as may be necessary to reflect such transfer of proceeds):

(A) Deposit in the Reserve Fund \$_____ (being an amount equal to the initial Reserve Requirement).

(B) Deposit in the Costs of Issuance Fund an amount equal to \$_____.

(C) Deposit in the Improvement Fund an amount equal to \$_____.

(D) Deposit in the Capitalized Interest Account an amount equal to \$_____.

(E) Deposit in the Administrative Expense Fund an amount equal to \$_____.

(F) Deposit in the Escrow Fund an amount equal to \$_____.

Section 3.03. Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Improvement Fund (the "Improvement Fund"). Deposits shall be made to the Improvement Fund as required by Section 3.02(C) and 3.07(B). Moneys in the Improvement Fund shall be held by the Fiscal Agent for the benefit of the County, and shall be disbursed as provided in Sections 3.03(B) and (D).

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate executed by the Treasurer

which shall: (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made (which shall be for payment of a Project cost or to reimburse expenditures of the County or any other party for Project costs previously paid), that the disbursement is a proper expenditure from the Improvement Fund, and the person to which the disbursement is to be paid; and (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate executed by the Treasurer previously filed requesting a disbursement.

Each such Officer's Certificate or other certificate submitted to the Fiscal Agent as described in this Section 4.02(B) which has been executed by the Treasurer shall be sufficient evidence to the Fiscal Agent of the facts stated therein, and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment and deposit of amounts in the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of such fund.

(D) Closing of Fund. Upon the filing with the Fiscal Agent of an Officer's Certificate executed by the Treasurer stating that there are no longer any amounts on deposit in the Escrow Fund and that the costs of the Project to be paid from the Improvement Fund have been so paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund to be used to pay Debt Service on the Bonds on the next Interest Payment Date. Following such transfer, the Improvement Fund shall be closed.

Section 3.04. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Special Tax Fund. The County shall transfer or cause to be transferred to the Fiscal Agent, as soon as practicable following receipt, all Special Tax Revenues received by the County, which amounts shall be deposited by the Fiscal Agent to the Special Tax Fund. In addition, the Fiscal Agent shall deposit in the Special Tax Fund amounts to be transferred thereto pursuant to Section 3.05(B) hereof.

Notwithstanding the foregoing,

(i) with respect to the first \$25,000.00 of Special Tax Revenues collected by the County in any Fiscal Year; first, the County may retain all or any portion thereof, and not remit the same to the Fiscal Agent, to the extent the County determines that it needs said amount to pay Administrative Expenses of the County; and second, any remaining portion of such amount shall be separately identified by the County and shall be deposited by the Fiscal Agent in the Administrative Expense Fund;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes shall be separately identified by the County and shall be

deposited by the Fiscal Agent first, in the Bond Fund to the extent needed to pay any past due debt service on the Bonds; second, to the Reserve Fund to the extent needed to increase the amount then on deposit in the Reserve Fund up to the then Reserve Requirement; and third, to the Special Tax Fund for use as described in Section 3.04(B) below; and

(iii) any proceeds of Special Tax Prepayments shall be separately identified by the County and shall be deposited by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A).

Moneys in the Special Tax Fund shall be held by the Fiscal Agent for the benefit of the County and the Owners of the Bonds, shall be disbursed as provided below and, pending and disbursement, shall be subject to a lien in favor of the Owners of the Bonds and the County.

(B) Disbursements. From time to time as needed to pay the obligations of the Improvement Area, but no later than the Business Day before each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund and transfer the following amounts in the following order of priority (i) to the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund and any expected transfers from the Reserve Fund and the Special Tax Fund to the Bond Fund pursuant to Sections 4.03(C), (E), (F) and (G), Section 3.04(A) and Section 3.07(E), such that the amount in the Bond Fund equals the principal (including any sinking payment, or principal due pursuant to optional or special tax prepayment redemptions), premium, if any, and interest due on the Bonds on the next Interest Payment Date, and (ii) to the Reserve Fund an amount, taking into account amounts then on deposit in the Reserve Fund, such that the amount in the Reserve Fund is equal to the Reserve Requirement; provided that no such transfers shall exceed the amount then available to be transferred from the Special Tax Fund.

In addition to the foregoing, if in any Fiscal Year there are sufficient funds in the Special Tax Fund to make the foregoing transfers to the Bond Fund and the Reserve Fund in respect of the Interest Payment Dates occurring in the Bond Year that commences in such Fiscal Year, the Treasurer may direct the Fiscal Agent to transfer to the Administrative Expense Fund, from time to time, any amount in the Special Tax Fund in excess of the amount needed to make such transfers to the Bond Fund and the Reserve Fund, if the Treasurer determines that monies are needed to pay Administrative Expenses in excess of the amount then on deposit in the Administrative Expense Fund.

(C) Investment. Moneys in the Special Tax Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from investment of amounts in the Special Tax Fund shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.05. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Administrative Expense Fund, to the credit of which deposits shall be made as required by

Section 3.02(E), clause (i) of the second paragraph of Section 3.04(A) and Section 3.06(B). Moneys in the Administrative Expense Fund shall be held by the Fiscal Agent for the benefit of the County, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the County or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense. Amounts transferred to the Administrative Expense Fund pursuant to Section 3.06(B) shall be used for purposes of such fund prior to using other available amounts therein.

Annually, on the last day of each Fiscal Year, the Fiscal Agent shall withdraw any amounts then remaining in the Administrative Expense Fund in excess of \$30,000 that have not otherwise been allocated to pay Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered, and transfer such amounts to the Special Tax Fund.

(C) Investment. Moneys in the Administrative Expense Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.06. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02(B). Moneys in the Costs of Issuance Fund shall be held by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent concurrently with the delivery of the 2014 Bonds. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Cost of Issuance Fund for a period of 90 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Administrative Expense Fund.

(C) Investment. Moneys in the Cost of Issuance Fund shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Cost of Issuance Fund to be used for the purposes of such fund.

Section 3.07. Escrow Fund.

(A) Establishment of Escrow Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Escrow Fund, to the credit of which a deposit shall be made as required by Section 3.02(F) hereof. Moneys in the Escrow Fund shall be held by the Fiscal Agent and, pending disbursement as hereinafter provided, shall be subject to a lien in favor of the Owners, and shall be administered as hereinafter provided.

(B) Disbursements for Project Purposes. The Fiscal Agent shall make disbursements from the Escrow Fund to the Improvement Fund upon receipt of Officer's Certificates stating that the Release Test (as hereafter defined) has been met as to all or a portion of the Escrow Term Bonds. Upon receipt of any such Officer's Certificate, the Fiscal Agent shall deposit the requested disbursement to the Improvement Fund. The transfers referred to in the preceding sentence shall only be made (i) no more than semiannually, in each case on an Interest Payment Date, or (ii) on the Initial Escrow Close Date or any Revised Escrow Close Date (as such terms are defined in Section 4.08(E)), and any Officer's Certificate requesting any such draw shall be presented to the Fiscal Agent by the Treasurer at least two Business Days (or such lesser number of days as agreed to by the Fiscal Agent) prior to the date for the transfer to be made.

(C) Release Test. For any proposed date of release of funds from the Escrow Fund, the Treasurer shall determine (i) the number of parcels of Undeveloped Property in the Improvement Area as of the Closing Date, and (ii) the number of parcels referred to in clause (i) that, following the Closing Date, had a building permit for new construction of a single family residence issued by the County. The Treasurer shall then multiply the amount initially deposited to the Escrow Fund on the Closing Date pursuant to Section 3.02(F), by a fraction with the number in clause (i) of the preceding sentence divided by the number in clause (ii) of the preceding sentence, with the resulting amount being the aggregate amount that can be released from the Escrow Fund (the "Aggregate Release Amount"). The Treasurer shall then subtract from the Aggregate Release Amount any amounts previously released from the Escrow Fund to determine the amount that can be released from the Escrow Fund. In making the determinations described above, the Treasurer may conclusively rely on a certificate of a Tax Consultant.

(D) Investment. Moneys in the Escrow Fund shall be invested and deposited in accordance with Section 6.01. Investment earnings and profits from such investment shall be transferred by the Fiscal Agent to the Improvement Fund on the Business Day prior to each Interest Payment Date.

(E) Disbursement For Bond Redemption; Closing of Fund. On and after _____, ____ (the "Initial Escrow Close Date"), the Fiscal Agent shall make no further disbursements from the Escrow Fund pursuant to Section 3.07(B), and on _____ 1, ____ (the "Initial Escrow Redemption Date") the Fiscal Agent shall transfer all amounts on deposit in the Escrow Fund to the Bond Fund, to be applied to the redemption of Bonds to the maximum extent possible on the Initial Escrow Redemption Date, as provided in Section 2.03(A)(iv).

Notwithstanding the foregoing, the Initial Escrow Close Date (and any Revised Escrow Close Date established pursuant to this paragraph) and the Initial Escrow Redemption Date (and any Revised Escrow Redemption Date established pursuant to this paragraph) may be extended from time to time upon receipt by the Fiscal Agent, not later than one Business Day prior to the Initial Escrow Close Date (or, if extended pursuant to the terms of this paragraph, the then applicable Revised Escrow Close Date), of:

(i) an Officer's Certificate requesting such extension and stating (a) the new date after which amounts in the Escrow Fund will no longer be subject to disbursement pursuant to Section 3.07(B) (the "Revised Escrow Close Date") which date shall be at least 45 days but not more than 90 days prior to an Interest Payment Date on which such amounts are to be used to redeem Bonds as described in the following clause (b), and (b) the new date on which Bonds are to be subject to mandatory redemption from the amounts transferred from the Escrow Fund to the Bond Fund pursuant to this Section 3.07(E) (the "Revised Escrow Redemption Date"), which date shall be an Interest Payment Date;

(ii) cash (which cash shall immediately be deposited by the Fiscal Agent in the Capitalized Interest Account) in an amount determined in writing by an Independent Financial Consultant (without regard to any future withdrawal from the Escrow Fund pursuant to Section 3.07(B)) at the rate of return on the permitted investment described in (iii) below, to be sufficient to pay interest on the portion of the 2014 Bonds attributable to the funds then on deposit in the Escrow Fund, from the Initial Escrow Close Date (or, if applicable, the most recently established Revised Escrow Close Date) to the then proposed Revised Escrow Redemption Date, accompanied by (a) such written determination by the Independent Financial Consultant, and (b) a schedule prepared by such Independent Financial Consultant showing each Interest Payment Date thereafter to occur on and prior to the Revised Escrow Redemption Date and the amount to be transferred from the Capitalized Interest Account to the Bond Fund on each such date (said amounts to be so transferred to be equal to the debt service due on the Escrow Term Bonds attributable to amounts then remaining in the Escrow Fund, without regard to any future withdrawal from the Escrow Fund pursuant to Section 3.07(B)) and (c) an opinion of counsel to the effect that such cash is not subject to recovery upon the commencement of bankruptcy proceedings with respect to any landowner within the District; and

(iii) a Permitted Investment or Permitted Investments which provides for the investment of amounts deposited thereunder from the Initial Escrow Close Date (or the most recent Revised Escrow Close Date, if applicable) to the then proposed Revised Escrow Redemption Date, for amounts then in the Escrow Fund, and for the amount of cash referred to in the preceding clause (ii) to be deposited in the Capitalized Interest Account, which Permitted Investment or Permitted Investments will provide a fixed rate of return equal to or better than that assumed by the Independent Financial Consultant in its determination pursuant to the preceding clause (ii) above.

Notwithstanding the foregoing, in no event shall any Revised Escrow Redemption Date be later than September 1, ____.

The Fiscal Agent shall provide the Bondowners, the Original Purchaser and the Treasurer with a written statement as to any Revised Escrow Redemption Date established under this Section 3.07(E), promptly following receipt of the Officer's Certificate and other documents described in clauses (i) through (iii) above, which notice shall set forth the Initial Escrow Redemption Date (or, if applicable, the most recent Revised Escrow Redemption Date), and shall state that such redemption date has been extended to the newly-established Revised Escrow Redemption Date. In addition, on the Initial Escrow Redemption Date (or, if applicable, the most recent Revised Escrow Redemption Date), the Fiscal Agent shall invest all amounts on deposit in the Escrow Fund in the Permitted Investment or applicable Permitted Investments described in clause (iii) above.

On or after any Revised Escrow Close Date the Fiscal Agent shall make no further disbursements from the Escrow Fund pursuant to Section 3.07(B), and on the Revised Escrow Redemption Date the Fiscal Agent shall transfer all amounts on deposit in the Escrow Fund to the Bond Fund, to be applied to the redemption of Bonds to the maximum extent possible on the Revised Escrow Redemption Date as provided in Section 2.03(A)(iv).

The Escrow Fund shall be closed when no funds remain therein.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds shall be secured by a first pledge of all of the Special Tax Revenues (other than the Special Tax Revenues to be retained by the County or deposited to the Administrative Expense Fund pursuant to clause (i) of the second paragraph of Section 3.04(A)) and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed as provided herein, in the Escrow Fund and the Special Tax Fund. The Special Tax Revenues and all moneys deposited into said funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Improvement Fund, the Administrative Expense Fund, the Costs of Issuance Fund, and the Special Tax Revenues to be retained by the County or deposited to the Administrative Expense Fund pursuant to clause (i) of the second paragraph of Section 3.04(A) or the second paragraph of Section 3.04(B), are not pledged to the repayment of the Bonds. The facilities financed with proceeds of the 2014 Bonds are not in any way pledged to pay the debt service on the Bonds. Any proceeds of the sale, condemnation or destruction of any facilities financed with proceeds of the 2014 Bonds are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund, Capitalized Interest Account and Special Tax Prepayments Account. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Bond Fund, to the credit of which deposits shall be made as required by the first subclause of clause (ii) of the second paragraph of Section 3.04(A), Section 3.04(B), Section 3.07 and Section 4.03, and any other amounts required to be deposited therein by this Agreement or the Act. There are also hereby created in the Bond Fund separate accounts held by the Fiscal Agent, consisting of (i) the Capitalized Interest Account, to the credit of which deposits shall be as provided in Sections 3.02(D) and 3.07(E), and (ii) the Special Tax Prepayments Account, to the credit of which deposits shall be made as required by clause (iii) of the second paragraph of Section 3.04(A). Moneys in the Bond Fund and the accounts therein shall be held by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. (i) Bond Fund Disbursements. On each Interest Payment Date, and following any transfers required pursuant to Sections 3.04(B), 3.07(B), (C), (D) and (E), 4.02(B)(ii), 4.02(B)(iii) and 4.03(C), (E), (F) and (G) in connection with such Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds

the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(ii), or a redemption of the Bonds required by Section 2.03(A)(i) or (iii), such payments to be made in the priority listed in the second succeeding paragraph. Notwithstanding the foregoing, amounts in the Bond Fund as a result of a transfer pursuant to clause (ii) of the second paragraph of Section 3.04(A) shall be immediately disbursed by the Fiscal Agent to pay past due amounts owing on the Bonds.

In the event that amounts in the Bond Fund are insufficient for the purpose set forth in the preceding paragraph, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein amounts to cover the amount of such Bond Fund insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited by the Fiscal Agent in the Bond Fund.

If, after the foregoing transfers, there are insufficient funds in the Bond Fund to make the payments provided for in the first sentence of the first paragraph of this Section 4.02(B), the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Each such payment shall be made ratably to the Owners of the Bonds based on the then Outstanding principal amount of the Bonds, if there are insufficient funds to make the corresponding payment for all of the then Outstanding Bonds. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(ii) **Special Tax Prepayments Account Disbursements.** Moneys in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent to the Bond Fund on the next date for which notice of redemption of Bonds under Section 2.03(A)(iii) can timely be given by the Fiscal Agent under Section 2.03(E), and shall be used (together with any amounts transferred pursuant to Section 4.03(F)) to redeem Bonds on the redemption date selected in accordance with Section 2.03.

(iii) **Capitalized Interest Account Disbursements.** Moneys in the Capitalized Interest Account shall be transferred to the Bond Fund on the Business Day prior to March 1, 2015 and September 1, 2015, in the amount equal to and to be used for the payment of Debt Service on the 2014 Bonds due on the immediately succeeding Interest Payment Date; provided that no such transfer shall exceed the amount then on deposit in the Capitalized Interest Account. Any money deposited to the Capitalized Interest Account pursuant to Section 3.07(E) shall be used for the payment of Debt Service on the Escrow Term Bonds as directed by the Treasurer consistent with the provisions of Section 3.07(E). When no amounts remain on deposit in such account or in the Escrow Fund, the Capitalized Interest Account shall be closed.

(C) **Investment.** Moneys in the Bond Fund, the Special Tax Prepayments Account and the Capitalized Interest Account shall be invested in accordance with Section 6.01. Interest earnings and profits resulting from investment of amounts in the Bond Fund, the Special Tax Prepayments Account and the Capitalized Interest Account shall be retained in the Bond Fund, the Special Tax Prepayments Account and the Capitalized Interest Account, respectively, to be used for the purposes of such fund and accounts as applicable.

(D) State Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds, the Fiscal Agent shall notify the Treasurer in writing of such failure or withdrawal, and (in addition to any notice required under the Continuing Disclosure Agreement) the Treasurer shall notify CDIAC of such failure or withdrawal within 10 days of the failure to make such payment or the date of such withdrawal.

Section 4.03. Reserve Fund.

(A) Establishment of Reserve Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Area C of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) Reserve Fund, to the credit of which a deposit shall be made as required by Section 3.02(A), which deposit is equal to the initial Reserve Requirement, and deposits shall be made as provided in subclause second of clause (ii) of the second paragraph of Section 3.04(A) and Section 3.04(B). Moneys in the Reserve Fund shall be held by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of principal of, and interest and any premium on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

(B) Use of Reserve Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest and any premium on, the Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming Bonds from the Bond Fund.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day before any Interest Payment Date, or on any other date at the request of an Authorized Officer, the amount in the Reserve Fund exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the County of the amount of the excess and shall transfer an amount equal to the excess from the Reserve Fund to the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 4.02.

(D) Transfer for Rebate Purposes. Amounts in the Reserve Fund shall be withdrawn, at the written request of an Authorized Officer, for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03, as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the County to be used for any lawful purpose under the Act.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after (i) the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and (ii) payment of any fees and expenses due to the Fiscal Agent.

(F) Transfer Upon Special Tax Prepayment. Whenever Special Taxes are prepaid and Bonds are to be redeemed with the proceeds of such prepayment pursuant to Section 2.03(A)(iii) and 4.02(B)(ii), a proportionate amount in the Reserve Fund (determined by the Treasurer on the basis of the principal of Bonds to be redeemed and the then original principal of the Bonds) shall be transferred on the Business Day prior to the redemption date by the Fiscal Agent to the Bond Fund to be applied to the redemption of the Bonds pursuant to Section 2.03(A)(iii).

(G) Investment. Moneys in the Reserve Fund shall be invested in accordance with Section 6.01. One Business Day before each Interest Payment Date, interest earnings and profits resulting from said investment shall be transferred by the Fiscal Agent to the Bond Fund to be used by the Fiscal Agent for the purposes of such fund, but any such transfer shall be made only to the extent that following such transfer the amount on deposit in the Reserve Fund equals the then Reserve Requirement.

ARTICLE V

OTHER COVENANTS OF THE COUNTY

Section 5.01. Punctual Payment. The County will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms and subject to the provisions of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of the County for the District of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the County on behalf of the Improvement Area and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund (including Capitalized Interest Account and the Special Tax Prepayments Account therein), the Reserve Fund, the Escrow Fund and the Special Tax Fund created hereunder.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the County shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the County, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The County will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Records. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Special Tax Revenues. Such books of record and accounts shall at all times during County business hours and following reasonable prior written notice be subject to the inspection of the Fiscal Agent and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The County will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

Section 5.07. Compliance with Law. The County will comply with all applicable provisions of the Act in administering the District and the Improvement Area; provided that the County shall have no obligation to advance any of its own funds for any purpose whatsoever under this Agreement.

Section 5.08. Private Activity Bond Limitation. The County shall assure that the proceeds of the 2014 Bonds are not so used as to cause the 2014 Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The County shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2014 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The County shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or about July 1 of each year, the Fiscal Agent shall provide the Treasurer with a notice stating the amounts then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Treasurer shall in no way affect the obligations of the County under the following three paragraphs. Upon receipt of such notice, the Treasurer shall communicate with the Auditor or other appropriate official of the County to ascertain the relevant parcels in the Improvement Area on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year. In computing the amount of Special Taxes to be levied, the County shall take into account funds available in the Bond Fund and the Special Tax Fund to make the payment of debt service on the Bonds due on the Interest Payment Dates occurring in the next calendar year, along with any transfers of investment earnings pursuant to Sections 4.03(C) or 4.03(G) to the Bond Fund expected to occur on such Interest Payment Date.

The County shall effect the levy of the Special Taxes from time to time during each Fiscal Year in accordance with the Ordinance and the Rate and Method of Apportionment. Specifically, the County shall compute the amount of Special Taxes to be so levied each Fiscal Year before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the Improvement Area for inclusion on the next secured or unsecured, as applicable, real property tax roll. Upon the completion of the computation of the amounts of the levy, the County shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll. The Special Taxes so levied shall be payable and be collected in the same manner and at the same time and in the same installment as the taxes on property levied on the tax roll are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general ad valorem taxes levied on the County tax roll.

In the event that the County determines to levy all or a portion of the Special Taxes by means of direct billing of the property owners within the Improvement Area, and to the extent permitted by the Ordinance, the County shall, not less than forty-five (45) days prior to the first

Interest Payment Date for which the levy is being made, send bills to the property owners in the Improvement Area for Special Taxes necessary to meet the financial obligations of the Improvement Area due on the Interest Payment Dates for which the levy is being made, said bills to specify that the amounts so levied shall be due and payable in two equal installments with each installment due not less than thirty (30) days prior to the related Interest Payment Date and each installment shall be delinquent if not paid when due.

In any event, the County shall fix and levy the amount of Special Taxes within the Improvement Area required for the timely payment of principal of and interest on any outstanding Bonds becoming due and payable, including any necessary replenishment or deposit to the Reserve Fund to the amount of the then Reserve Requirement and an amount estimated to be sufficient to pay the Administrative Expenses, and shall take into account any prepayments of Special Taxes theretofore received by the County. The Special Taxes so levied shall not exceed the maximum amounts as provided in the Rate and Method of Apportionment.

The Treasurer is hereby authorized to employ consultants to assist in computing the levy of the Special Taxes hereunder and any reconciliation of amounts levied to amounts received. The fees and expenses of such consultants and the costs and expenses of the Treasurer (including a charge for County staff time) in conducting its duties hereunder shall be an Administrative Expense.

Section 5.11. Further Assurances. The County will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The County shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the 2014 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2014 Bonds would have caused the 2014 Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.13. Maintenance of Tax-Exemption. The County shall take all actions necessary to assure the exclusion of interest on the 2014 Bonds from the gross income of the owners of the 2014 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2014 Bonds.

Section 5.14. Covenant to Foreclose. Pursuant to Section 53356.1 of the Act, the County, on behalf of the Improvement Area, hereby covenants with and for the benefit of the Owners of the Bonds that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the Improvement Area are delinquent in the payment of Special Taxes and, if such delinquencies exist, the County, on behalf of the Improvement Area, will order and cause to be commenced no later than October 1, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of any Special Taxes or installment thereof not paid when due; provided, however, that the County shall not be required to order the commencement of foreclosure proceedings if (a) the total

Special Tax delinquency in the Improvement Area for such Fiscal Year is less than 5% of the total Special Tax levied in such Fiscal Year, and (b) the amount then on deposit in the Reserve Fund is equal to the Reserve Requirement. If both the preceding clauses (a) and (b) are not satisfied as of August 15 of any Fiscal Year, the County, on behalf of the District, will diligently institute, prosecute and pursue foreclosure proceedings against any property owner in the Improvement Area that is delinquent in excess of \$2,500 (including penalties and interest) in the payment of the Special Tax.

The Treasurer is hereby authorized to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel (including a charge for County staff time) in conducting foreclosure proceedings shall be an Administrative Expense hereunder.

Section 5.15. No Additional Bonds. Except as expressly permitted by Section 2.14 hereof, the County shall not issue any additional bonds secured by (A) a pledge of Special Taxes on a parity with or senior to the pledge thereof under Section 4.01 hereof; or (B) any amounts in any funds or accounts established hereunder.

Section 5.16. Yield of the 2014 Bonds. In determining the yield of the 2014 Bonds to comply with Section 5.12 and 6.02 hereof, the County will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the County, as of the Closing Date, regarding prepayments of Special Taxes and use of prepayments for redemption of the 2014 Bonds, without regard to whether or not prepayments are received or 2014 Bonds redeemed.

Section 5.17. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the County to comply with the Continuing Disclosure Agreement shall not be considered a default on the Bonds or a breach of any other provision of this Agreement; however, at the request of any Participating Underwriter or the owners of at least a majority aggregate principal amount of Outstanding 2014 Bonds, and in either case upon receipt of satisfactory indemnity by the Fiscal Agent (which indemnity shall include payment of its fees and expenses, including attorneys' fees), the Fiscal Agent shall, or in any event the Participating Underwriter or any 2014 Bondholder may, take such actions as may be necessary and appropriate to compel performance by the County of its obligations under the Continuing Disclosure Agreement, including seeking mandate or specific performance by court order.

Section 5.18. Reduction of Special Taxes. The County covenants and agrees to not consent or conduct proceedings with respect to a reduction in the maximum Special Taxes that may be levied in the Improvement Area below an amount, for any Fiscal Year, equal to 110% of the aggregate of the debt service due on the Bonds in such Fiscal Year, plus a reasonable estimate of Administrative Expenses for such Fiscal Year. It is hereby acknowledged that Bondowners are purchasing the Bonds in reliance on the foregoing covenant, and that said covenant is necessary to assure the full and timely payment of the Bonds.

Section 5.19. State Reporting Requirements. The following requirements shall apply to the 2014 Bonds, in addition to those requirements under Section 5.17:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30, 2015, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the County shall cause the following information to be supplied to CDIAC: (i) the name of the County; (ii) the full name of the Improvement Area; (iii) the name, title, and series of the Bond issue; (iv) any credit rating for the Bonds and the name of the rating agency; (v) the Closing Date of the Bond issue and the original principal amount of the Bond issue; (vi) the amount of the Reserve Requirement; (vii) the principal amount of Bonds outstanding; (viii) the balance in the Reserve Fund; (ix) the balance in the Escrow Fund and in the Capitalized Interest Account; (x) the number of parcels in the Improvement Area that are delinquent with respect to Special Tax payments, the amount that each parcel is delinquent, the total amount of Special Taxes due on the delinquent parcels, the length of time that each has been delinquent, when foreclosure was commenced for each delinquent parcel, the total number of foreclosure parcels for each date specified, and the total amount of tax due on the foreclosure parcels for each date specified; (xi) the assessed value of all parcels subject to the Special Tax to repay the Bonds as shown on the most recent equalized roll, the date of assessed value reported, and the source of the information; (xii) the total amount of Special Taxes due, the total amount of unpaid Special Taxes, and whether or not the Special Taxes are paid under the County's Teeter Plan (Chapter 6.6 (commencing with Section 54773) of the California Government Code); (xiii) the reason and the date, if applicable, that the Bonds were retired; and (xiv) contact information for the party providing the foregoing information. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the County of such failure or withdrawal in writing. The County shall notify CDIAC and the Original Purchaser of such failure or withdrawal within 10 days of such failure or withdrawal, and the County shall provide notice under the Continuing Disclosure Agreement of such event as required thereunder.

(C) Special Tax Reporting. The Treasurer shall file, or cause to be filed, a report with the County no later than January 1, 2015, and at least once a year thereafter, which annual report shall contain: (i) the amount of Special Taxes collected and expended with respect to the Improvement Area, (ii) the amount of Bond proceeds collected and expended with respect to the Improvement Area, and (iii) the status of the Project. It is acknowledged that the Special Tax Fund and the Special Tax Prepayments Account are the accounts into which Special Taxes collected on the Improvement Area will be deposited for purposes of Section 50075.1(c) of the California Government Code, and the funds and accounts listed in Section 4.01 are the funds and accounts into which Bond proceeds will be deposited for purposes of Section 53410(c) of the California Government Code, and the annual report described in the preceding sentence is

intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Amendment. The reporting requirements of this Section 5.19 shall be amended from time to time, without action by the County or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, and (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the County's obligations under the Continuing Disclosure Agreement. The County shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement.

(E) No Liability. None of the County and its officers, agents and employees (including but not limited to the Treasurer), or the Fiscal Agent, shall be liable for any inadvertent error in reporting the information required by this Section 5.19.

The Treasurer shall provide, or cause to be provided, copies of any reports prepared pursuant to this Section 5.19 to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the County to produce such information and pay any postage or other delivery cost to provide the same, as determined by the Treasurer. The term "Bondowner" for purposes of this Section 5.19 shall include any beneficial owner of the Bonds.

Section 5.20. Limits on Special Tax Waivers and Bond Tenders. The County covenants not to exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare a Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the owners of the Bonds. The County further covenants not to permit the tender of Bonds in payment of any Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the County having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds that will remain Outstanding following such tender.

Section 5.21. County Bid at Foreclosure Sale. The County will not bid at a foreclosure sale of property in respect of delinquent Special Taxes unless it expressly agrees to take the property subject to the lien for Special Taxes imposed by the Improvement Area and that the Special Taxes levied on the property are payable while the County owns the property.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE COUNTY

Section 6.01. Deposit and Investment of Moneys in Funds. Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. The Officer's Certificate shall contain a certification to the Fiscal Agent that the investments being directed are Permitted Investments as required hereunder. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (h) of the definition thereof; provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund into which the funds shall be invested and, if no such Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested.

Moneys in any fund or account created or established by this Agreement and held by the County shall be invested by the County in any lawful investments that the County may make or in any Permitted Investment, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in this Agreement any moneys are required to be transferred by the County to the Fiscal Agent, such transfer may be accomplished by transferring a like amount of Permitted Investments.

The Fiscal Agent or the Treasurer may act as principal or agent in the acquisition or disposition of any investment, and all investments may be made through the Fiscal Agent's investment department or that of its affiliates. The Fiscal Agent or its affiliates may act as sponsor, agent manager or depository with regard to any Permitted Investment. Neither the Fiscal Agent nor the Treasurer shall incur any liability for losses arising from any investments made pursuant to this Section.

Except as otherwise provided in the next sentence, the County shall direct or make investments hereunder such that all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. The County shall direct or make investments hereunder such that investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Code). The Fiscal Agent shall have no duty in connection with the determination of the Fair Market Value of any investment other than to follow: (A) its normal practices in the purchase, sale and

determining the value of Permitted Investments; and (B) the investment directions of the County.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Treasurer hereunder, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell in a commercially reasonable manner, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The County acknowledges that regulations of the Comptroller of the Currency grant the County the right to receive brokerage confirmations of security transactions to be effected by the Fiscal Agent hereunder as they occur. The County specifically waives the right to receive such notification to the extent permitted by applicable law and agrees that it will instead receive monthly cash transactions statements which include detail for the investment transactions effected by the Fiscal Agent hereunder; provided, however, that the County retains its rights to, upon written request to the Fiscal Agent, receive brokerage confirmation on any investment transaction requested by the County.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The County shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2014 Bonds.

The County shall direct the Fiscal Agent to withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D) as necessary to make any required rebate payments, and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the County shall make such payment from any amounts available in the Administrative Expense Fund or from any other lawfully available funds of the Improvement Area. Any fees or expenses incurred by the County under or pursuant to this Section 6.02 shall be Administrative Expenses.

In order to provide for the administration of this Section 6.02, the Treasurer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Treasurer may deem appropriate and in addition, and without limitation of the provisions of Sections 7.01 and 7.02, the Treasurer may rely conclusively upon and be fully protected from all liability in relying upon the opinions, determinations, calculations and advice of such agents, attorneys and consultants employed hereunder.

The Fiscal Agent may rely conclusively upon the County's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the County's calculations hereunder.

Section 6.03. Liability of the County. The County shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The County shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The County shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the County, including the Treasurer, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the County and conforming to the requirements of this Agreement. The County, including the Treasurer, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the County to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The County may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The County may consult with counsel, who may be the County Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The County shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactory established, if disputed.

Whenever in the administration of its duties under this Agreement the County shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the County, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent or other appropriate agent or consultant, and such certificate shall be full warrant to the County for any action taken or suffered under the provisions of this Agreement or any Supplemental

Agreement upon the faith thereof, but in its discretion the County may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Engagement of Agents by the County. In order to perform its duties and obligations hereunder, the County, the Treasurer and County Counsel may employ such persons or entities as it deems necessary or advisable. The County shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank National Association, at its corporate trust office in Los Angeles, California is hereby appointed Fiscal Agent and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company or association into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company or association resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company or association shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Fiscal Agent shall give the Treasurer written notice of any such succession hereunder.

The County may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank, association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the County and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective only upon acceptance of appointment by the successor Fiscal Agent. Upon such acceptance, the successor Fiscal Agent shall be vested with all rights and powers of its predecessor hereunder without any further act.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Fiscal Agent shall have given to the County written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

If, by reason of the judgment of any court, or reasonable agency, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and

powers of the Fiscal Agent hereunder shall be assumed by and vest in the Treasurer for the benefit of the Owners. The County covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owners of the Bonds. In such event, the Treasurer may designate a successor Fiscal Agent qualified to act as Fiscal Agent hereunder.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the County, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, requisition, Officer's Certificate, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent security or indemnity satisfactory to it against the fees, expenses and liabilities (including reasonable attorney's fees) which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, and its liability shall be limited to the proper accounting for such funds as it shall actually receive.

The Fiscal Agent may consult with counsel, who may be counsel of or to the County, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

In order to perform its duties and obligations hereunder, the Fiscal Agent may employ such persons or entities as it deems necessary or advisable. The Fiscal Agent shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Fiscal Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the County elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent in its discretion elects to act upon such instructions, the Fiscal Agent's reasonable understanding of such instructions shall be deemed controlling. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Fiscal Agent, including without limitation the risk of interception and misuse by third parties.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of god or of the public enemy or terrorists, acts of a government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

Section 7.03. Information; Books and Accounts. The Fiscal Agent shall provide to the County such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the County shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund, the Bond Fund, the Special Tax Prepayments Account, the Capitalized Interest Account, the Escrow Fund, the Reserve Fund, the Administrative Expense Fund and the Costs of Issuance Fund. Such books of record and accounts shall upon reasonable prior notice at all times during business hours be subject to the inspection of the County and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, requisition, Officer's Certificate, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the County, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The County shall pay to the Fiscal Agent from time to time, promptly upon written request, reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The County further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder (including legal fees and expenses) which are not due to its negligence or willful misconduct. The obligation of the County under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of

this Agreement, but any monetary obligation of the County arising under this Section shall be limited solely to amounts on deposit in the Administrative Expense Fund.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the County and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the County to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the County of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the County and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the County in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the County;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the County in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the County may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure the exclusion from gross income, for purposes of federal income taxation, of interest on the 2014 Bonds; and

(E) in connection with the issuance of Parity Bonds under and pursuant to Section 2.14.

The Fiscal Agent may in its discretion, but shall not be obligated to, enter into any such Supplemental Agreement authorized by this Section which materially adversely affects the

Fiscal Agent's own rights, duties or immunities under this Fiscal Agent Agreement or otherwise with respect to the Bonds or any agreements related thereto. The Fiscal Agent may request and shall be fully protected in relying upon, an opinion of Bond Counsel that any proposed Supplemental Agreement complies with the applicable requirements of this Section 8.01

Section 8.02. Owners' Meetings. The County may at any time call a meeting of the Owners. In such event the County is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The County and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. The County or the Fiscal Agent may obtain an opinion of Bond Counsel that such Supplemental Agreement complies with the provisions of this Article VIII, and the County and Fiscal Agent may rely conclusively upon such opinion. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the County shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the County and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final

decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the County, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon written request, the County shall specify to the Fiscal Agent those Bonds disqualified pursuant to this Section 8.04. The Fiscal Agent may conclusively rely upon such request.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the County and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The County may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the County, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. The County may determine that new Bonds, so modified as in the opinion of the County is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the County, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the County shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the County or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the County or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. The County shall have the option to pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03 is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities in such amount as the County shall determine as confirmed by Bond Counsel, an Independent Financial Consultant or an independent certified public accountant will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If the County shall have taken any of the actions specified in (A), (B) or (C) above, and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the County, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the County under this Agreement with respect to such Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Fiscal Agent. Notwithstanding the

foregoing, the obligations of the County to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon, to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05, and otherwise to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds from gross income for federal income tax purposes, shall continue in any event.

Upon compliance by the County with the foregoing with respect to all Bonds Outstanding, any funds held by the Fiscal Agent after payment of all fees and expenses of the Fiscal Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the County and any Special Taxes thereafter received by the County shall not be remitted to the Fiscal Agent but shall be retained by the County to be used for any purpose permitted under the Act.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No Board of Supervisors member, officer, agent or employee of the County shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on County and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the County may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the County with the Fiscal Agent) as follows:

Yuba County
915 8th Street, Suite 103
Marysville, CA 95901-4187
Attention: County Treasurer-Tax Collector

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the County to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the County) as follows:

U.S. Bank National Association
633 W. Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust Services
Reference: _____

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The County hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the County as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the County for the payment of the principal of, and interest and any premium on, such Bonds. Any right of any Owner to look to the County for such payment shall survive only so long as required under applicable law.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of the Closing Date.

COUNTY OF YUBA, CALIFORNIA, for
and on behalf of the COUNTY OF YUBA
COMMUNITY FACILITIES DISTRICT NO.
2005-1 (ORCHARD/MONTROSE PUBLIC
IMPROVEMENTS)

By: _____
Its: _____

U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent

By: _____
Authorized Officer

25002.08:j12818

EXHIBIT A

FORM OF 2014 BOND

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

COUNTY OF YUBA
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(ORCHARD/MONTROSE PUBLIC IMPROVEMENTS) – IMPROVEMENT AREA C,
2014 SPECIAL TAX BOND

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, ____	November __, 2014	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The County of Yuba, California (the "County"), for and on behalf of County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as defined in the Agreement referenced below) to be collected in the Improvement Area (as hereafter defined) or amounts in the funds and accounts held under the Agreement, to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2015 (each, an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed on each Interest Payment Date to the registered owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the registration books maintained by the Fiscal Agent, or (i) if the Bonds are in book-entry-only form, or (ii) otherwise upon written request filed with the Fiscal Agent prior to any Record Date by a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to the

depository for the Bonds or to an account in the United States designated by such registered owner in such written request, respectively.

Interest on this Bond shall be payable from the interest payment date next preceding the date of authentication hereof, unless (i) it is authenticated on an interest payment date, in which event it shall bear interest for such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of \$_____ approved by the Board of Supervisors of the County on September 23, 2014 pursuant to the California Government Code (the "Act") for the purpose of _____, and is one of the series of Bonds designated "County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds" (the "Bonds"). The creation of the Bonds and the terms and conditions thereof are provided for the Fiscal Agent Agreement, dated as of November 1, 2014, between the County, for and on behalf of the Improvement Area, and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Pursuant to and as more particularly provided in the Agreement, additional bonds may be issued by the County from time to time secured by a lien on certain funds held under the Agreement on a parity with the lien securing the Bonds. The Agreement is authorized under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

The Bonds are not general obligations of the County, but are limited obligations payable solely from the revenues and funds pledged therefor under the Agreement. Neither the faith and credit nor the taxing power of the County (except to the extent of the Special Tax levy in the Improvement Area, as set forth in the Agreement) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Pursuant to the Act, and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Mello-Roos Community Facilities Act of 1982 to be collected within Improvement Area C of the District (the "Improvement Area") and certain funds held under the Agreement. Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the County, as may be permitted by law. The Bonds do not constitute obligations of the County for which said County is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove.

The County has covenanted for the benefit of the owners of the Bonds that it will commence and pursue to completion appropriate foreclosure actions in the event of delinquencies of any special tax installments levied for payment of principal and interest as more particularly set forth in the Agreement.

The Bonds maturing on or after September 1, ____ are subject to redemption prior to their stated maturity on any interest payment date occurring on or after September 1, ____, as a whole or in part among maturities as provided in the Agreement, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on September 1, ____, are subject to mandatory sinking payment redemption in part on September 1, ____ and on September 1, ____, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date
(September 1)

Sinking Payments

The Escrow Term Bonds are subject to mandatory sinking payment redemption in part on September 1, ____, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Redemption Date
(September 1)

Sinking Payments

The Bonds are also subject to redemption from the proceeds of Special Tax Prepayments and any corresponding transfers from the Reserve Fund pursuant to the Agreement, on any Interest Payment Date, among maturities as specified in the Agreement and by lot within a maturity, at a redemption price (expressed as a percentage at the principal amount of the Bonds to be redeemed), as set forth below, together with accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
any Interest Payment Date to and including March 1, ____	%
September 1, ____ and March 1, ____	
September 1, ____ and March 1, ____	
September 1, ____ and thereafter	

The Escrow Term Bonds are subject to mandatory redemption on September 1, ____ (or such later date as may be permitted under the Agreement), in part, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed

for redemption, without premium, from amounts transferred from the Escrow Fund to the Bond Fund pursuant to the Agreement.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement. Notices of optional redemption may be conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the Bonds on the anticipated redemption date, and if the Fiscal Agent does not receive sufficient funds by the scheduled redemption date the redemption shall not occur and the Bonds for which notice of redemption was given shall remain outstanding for all purposes of the Agreement.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Agreement, Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount and maturity of Bonds of other authorized denominations.

Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such owner's order. The Fiscal Agent shall require the registered owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) fifteen days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the County thereunder may be modified or amended as set forth therein. The Agreement contains provisions permitting the County to make provision for the payment of the interest on, and the principal of the Bonds so that such Bonds shall no longer be deemed to be outstanding under the terms of the Agreement.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, COUNTY OF YUBA, California, has caused this Bond to be dated the Bond Date shown above, to be signed by the facsimile signature of the Chair of the Board of Supervisors of the County and countersigned by the facsimile signature of the Clerk of the Board.

COUNTY OF YUBA, CALIFORNIA

By: _____
Chair, Board of Supervisors

[S E A L]

ATTEST: _____
Clerk of the Board

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement which has been authenticated on _____.

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)
_____ attorney,
to transfer the same on the books of the Fiscal Agent with full power of substitution in the
premises.

Dated: _____

Signatures Guaranteed:

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Fiscal Agent.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement"), dated as of November 1, 2014, is by and between GOODWIN CONSULTING GROUP, INC., as dissemination agent (the "Dissemination Agent"), and the COUNTY OF YUBA, CALIFORNIA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County").

RECITALS:

WHEREAS, the County has issued, for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), its County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds (the "Bonds") in the initial principal amount of \$_____; and

WHEREAS, the Bonds have been issued pursuant to a Fiscal Agent Agreement, dated as of November 1, 2014 (the "Fiscal Agent Agreement"), by and between U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and the County, for and on behalf of the District; and

WHEREAS, this Disclosure Agreement is being executed and delivered by the County and the Dissemination Agent for the benefit of the owners and beneficial owners of the Bonds and in order to assist the underwriter of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5).

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. In addition to the definitions of capitalized terms set forth in Section 1.03 of the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the Recitals above, the following terms shall have the following meanings when used in this Disclosure Agreement:

"*Annual Report*" means any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding any Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Disclosure Representative" means the Treasurer, or the Treasurer's designee, or such other officer or employee as the County shall designate as the Disclosure Representative hereunder in writing to the Dissemination Agent from time to time.

"Dissemination Agent" means Goodwin Consulting Group, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"EMMA" or *"Electronic Municipal Market Access"* means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"Listed Events" means any of the events listed in Section 5(a) or 5(b) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the Official Statement, dated _____, 2014, relating to the Bonds.

"Participating Underwriter" means the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County and the Dissemination Agent for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report.* The County shall, or shall cause the Dissemination Agent to, not later than the March 1 occurring after the end of each fiscal year of the County, commencing with the report for the 2013-14 fiscal year, which is due not later than March 1, 2015, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the

County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than six months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b) of this Section 3 for providing the Annual Report to EMMA), the County shall provide the Annual Report to the Dissemination Agent (if other than the County). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the County.

(d) *Report of Non-Compliance.* If the County is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the County shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the County is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Agreement, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. It is acknowledged that the Closing Date for the Bonds occurred after the end of the 2013-2014 fiscal year of the County. In light of the foregoing, submission of the Official Statement shall satisfy the County's obligation to file an Annual Report for fiscal year 2013-2014.

The Annual Report for each fiscal year commencing with the Annual Report for the 2014-2015 fiscal year, shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the County for the most recently completed fiscal year, prepared in accordance generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* The Annual Report for each fiscal year commencing with fiscal year 2014-2015 shall also include the following information:

(i) The principal amount of Bonds Outstanding as of the September 30 next preceding the date of the Annual Report.

(ii) The balance in the Reserve Fund, and a statement of the Reserve Requirement, as of the September 30 next preceding the date of the Annual Report.

(iii) The balance in the Improvement Fund and the Escrow Fund as of the September 30 next preceding the date of the Annual Report.

(iv) The total assessed value of all parcels within the Improvement Area on which the Special Taxes are levied, as shown on the assessment roll of the County Assessor last equalized prior to the September 30 next preceding the date of the Annual Report, and a statement of assessed value-to-lien ratios therefor, either by individual parcel or by categories, in a table similar to Table ____ in the Official Statement.

(v) The Special Tax aggregate delinquency rate for all parcels within the Improvement Area on which the Special Taxes are levied, the aggregate number of parcels within the Improvement Area on which the Special Taxes are levied and which are delinquent in payment of Special Taxes, and the percentage of the most recent annual Special Tax levy that is delinquent.

(vi) The status of foreclosure proceedings for any parcels within the Improvement Area on which the Special Taxes are levied and a summary of the results of any foreclosure sales, or other collection efforts with respect to delinquent Special Taxes, as of the September 30 next preceding the date of the Annual Report.

(vii) The identity of any property owner representing more than five percent (5%) of the annual Special Tax levy who is delinquent in payment of such Special Taxes, as shown on the assessment roll of the County Assessor last equalized prior to the September 30 next preceding the date of the Annual Report, the number of parcels so delinquent, and the total dollar amount of all such delinquencies.

(viii) A land ownership summary listing property owners responsible for more than five percent (5%) of the annual Special Tax levy, as shown on the assessment roll of the County Assessor last equalized prior to the December next preceding the date of the Annual Report, in a table similar to Table ____ in the Official Statement.

(ix) The most recent annual information required to be provided to the California Debt and Investment Advisory Commission pursuant to Section 5.19 of the Fiscal Agent Agreement.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the County or related public entities, which are available to the public on EMMA. The County shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the County shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The County shall, or shall cause the Dissemination (if not the County) to, give notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (4) Substitution of credit or liquidity providers, or their failure to perform.
- (5) Defeasances.
- (6) Rating changes.
- (7) Tender offers.
- (8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
- (9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Non-payment related defaults.
- (2) Modifications to rights of security holders.
- (3) Bond calls.
- (4) The release, substitution, or sale of property securing repayment of the securities.
- (5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
- (6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* The County shall, or shall cause the Dissemination Agent (if not the County) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of any Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Fiscal Agent Agreement.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent.* The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Goodwin Consulting Group, Inc.

If the Dissemination Agent is not the County, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Agreement. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the County. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Agreement and has no liability to any person, including any Bond owner, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the County shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the County.

(b) *Compensation of Dissemination Agent.* The Dissemination Agent shall be paid compensation by the County for its services provided hereunder as agreed to between the Dissemination Agent and the County from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder, with payment to be made from any lawful funds of the District. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the County, the owners of the Bonds, the Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any written direction from the County or a written opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the County. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent.* In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the County to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the County under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the County that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Agreement may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances.* If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date.* The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel,

have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bond owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Bond owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bond owners or Beneficial Owners.

If this Disclosure Agreement is amended or any provision of this Disclosure Agreement is waived, the County shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or future notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the County to comply with any provision of this Disclosure Agreement, any Bond owner, any Beneficial Owner, the Fiscal Agent or the Participating Underwriter may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Agreement. The sole remedy under this Disclosure Agreement in the event of any failure of the County to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and the owners and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

COUNTY OF YUBA, CALIFORNIA

By: _____

Its: _____

GOODWIN CONSULTING GROUP, INC.,
as Dissemination Agent

By: _____

Its: _____

25002.08;J12831

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: County of Yuba, California

Name of Bond Issue: \$_____ County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area C, 2014 Special Tax Bonds

Date of Issuance: November __, 2014

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Bonds as required by Section 5.17 of the Fiscal Agent Agreement, dated as of November 1, 2014, between the Obligor and U.S. Bank National Association, as fiscal agent. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

By: Goodwin Consulting Group, Inc., as
Dissemination Agent



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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



442-14

BUILDING
749-5440 • Fax 749-

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

To: Board of Supervisors

From: Wendy Hartman, Planning Director
Kevin Perkins, Planner III *W. Hartman*
KP

Subject: Off-Sale General Alcoholic Beverage License Type 20 License –Rajinder Gill
APN: 020-135-001

Date: September 23, 2014

RECOMMENDATION:

Consider the application from Rajinder Gill to the Board of Supervisors to make a finding of public convenience or necessity to allow a Type 20 Off-Sale Beer & Wine Alcoholic Beverage License.

BACKGROUND/DISCUSSION:

Yuba County has received an application from Rajinder Gill to make a finding that public convenience or necessity will be served by allowing an Off-Sale Beer & Wine (Type 20) alcoholic beverage license for permanent use for a convenience store they are reopening in Linda located at 5871 Feather River Blvd and near the intersection of Feather River Blvd and Arboga Road (APN: 020-135-001) on a parcel zoned Commercial and having a General Plan land use designation of Valley Neighborhood.

Alcoholic beverage licenses are regulated by ABC and only a specific number of licenses are allotted (based on population) per census tract. Accompanying the application from Rajinder Gill is documentation from the State of California Department of Alcoholic Beverage Control (ABC), which includes information regarding a 1998 ABC moratorium on the issuance of off-sale beer and wine licenses in jurisdictions where the ratio of Off-Sale ABC Type 20 & 21 licenses exceeds one for each 2,500 residents. Rajinder Gill's convenience store is located in Census Tract #0404, which currently has four permitted Off-Sale licenses which is one less than the five ABC Off-Sale licenses authorized in the census tract. In order to proceed with the application, ABC directed the applicant to contact the local governing body to obtain an official finding regarding public convenience or necessity. Therefore, in order for ABC to allow a Type 20 ABC License in Yuba County, the Board of Supervisors must make a finding that the public convenience or necessity will be served.

Yuba County currently has a ratio of 1 Off-Sale ABC license per 992 residents which exceeds the 1998 moratorium threshold of 1 Off-Sale ABC license per 2,500 residents. As a result of Yuba County exceeding the 1998 moratorium threshold, a finding of public convenience or necessity by the Board of Supervisors is necessary to obtain or transfer an Off-Sale ABC license. In this instance, Rajinder Gill is seeking to transfer an existing Type 20 license that he utilizes at Quick N Save Market (1780 N. Beale

Road) and Census Tract #403.03 to 5871 Feather River Blvd and Census Tract #404. If your Board approves this license transfer, there will be no new Type 20 licenses added to Yuba County and both Census Tracts #404 (five allotted; five issued) and 403.03 (six allotted; three issued) would still meet the allotted number of ABC licenses allowed in each Census Tract.

The County does not have any adopted policies on alcoholic beverage licenses therefore, in order for the Board of Supervisors to take action in favor of the Rajinder Gill's application; the Board must make findings of public necessity or convenience. This is consistent with the requirements of the State of California Department of Alcoholic Beverage Control.

COMMITTEE:

Since this is an item of "public interest" it was not presented to the Land Use & Public Works Committee.

ACTION BY BOARD of SUPERVISORS:

In order for the Board of Supervisors to take action in favor of the Rajinder Gill's application, the Board must find that such is a public necessity or for the convenience of the public. Therefore, if the Board **finds** that allowing an Off-Sale Beer & Wine alcoholic beverage license for convenience store is a public necessity or is for the convenience of the public then such findings shall be stated by the Board when taking action on the request. In the alternative, the application would be denied if the Board of Supervisors does **not** find that there is a public necessity or that such is for the convenience of the public.

In either event, Planning Department staff will send a letter outlining the Board's action by a minute order to ABC at their Sacramento office.

FISCAL IMPACT:

Staff does not anticipate a fiscal impact resulting from this action.

ATTACHMENTS:

1. ABC License Application
2. Breakdown of ABC Off-Sale (Type 20 & 21) Licenses Authorized in Census Tract 404
3. Census Tract Map
4. Map of Existing ABC Type 20 & 21 Licenses in Census Tract 404

Case Number: LUC 2014-0015

APPLICATION FOR ABC REVIEW – PUBLIC HEARING
INSTRUCTIONS FOR FILING

Chapter 12.01(A).110

This application, and all necessary submittal requirements must be properly completed and have original signatures of the applicant(s) and property owner(s). All fees and application materials must be received at the time of filing.

FILING FEE SCHEDULE:

Revised 7/2014

**Add Fee When Applicable*

APPLICATION TYPE	FLAT FEE	DEPOSIT
ABC Review Fee when Public Hearing is Required Planning	--	\$882.00 (6 hrs)
CDSA Fees Sub-Total = \$882.00		
CDSA Support & Technology Fee 6%	\$52.92	----
Hearing/Publication/Prep (per hearing)	\$350.00	----
<i>Total Initial Submittal \$1,248.92</i>		

NOTE: APPLICATIONS THAT ARE NOT COMPLETELY FILLED OUT AND WHICH DO NOT HAVE ALL THE REQUIRED SUBMITTALS WILL NOT BE ACCEPTED FOR FILING. STAFF'S ACCEPTANCE OF THE APPLICATION OR DEEMING THE APPLICATION COMPLETE DOES NOT IMPLY THAT STAFF WILL RECOMMEND APPROVAL _____ (INITIAL) OR THAT YOU WILL RECEIVE APPROVAL FROM THE HEARING BODY.

Contact Information:*Please check the appropriate box below.*BILL TO ☒ PROPERTY OWNER ☐ APPLICANT ☐ OTHER: (must submit contact information)

Applicant(s):

Name: _____

Address: _____

Street City/State/Zip

Phone: (Business) _____ (Home) _____ Email: _____

Property Owner(s):

Applicant(s):

Name: RATINDER GILLAddress: 424 D STREET MARYSVILLE, OR 95901

Street City/State/Zip

Phone: (Business) (530) 301-0455 (Home) _____ Email: chrisgillb7@yahoo.com**APPLICANT'S/OWNER'S* DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by the Applicant and the Property Owner)

I am (we are) the owner(s) of the property that is the subject of this application and I (we) have completed this application and all other documents and maps required herein, or have permitted the person(s) identified as the Applicant on Page 1 of this application to do so on my (our) behalf. Owner and/or Applicant hereby certify that the information and statements made herein are, in all respects, true and correct to the best of my (our) knowledge and belief.

I (we) also declare under penalty of perjury that the foregoing is true and correct as evidenced by my (our) signature(s) below.

X Property Owner(s):

Print: RATINDER GILL Signed: _____ Date: 08-26-14

Print: _____ Signed: _____ Date: _____

Applicant(s):

Print: _____ Signed: _____ Date: _____

*Note: If the owner or applicant is other than an individual(s), a copy of a Resolution from the corporation or partnership agreement authorizing this application must be attached hereto.

Project Information

Location of Project Site:

5871 Feather River Blvd

Assessor's Parcel Number:

020-135-001

Census Tract:

404

Current Zoning of Property:

Commercial

Current Use of Project Site and Name of Business:

Convenience Store

Request – include your justification for Board of Supervisors consideration of "Public Convenience or Necessity".

one-stop shop; transferring existing license
from Census tract 403.03 to 404

1. Submit a copy of ABC application and any other documents from ABC.

.....
TO BE COMPLETED BY THE PLANNING DEPARTMENT

Date Filed: 8-26-14 By: Kevin Perkins

Receipt Number: PL-02617

Notes:

For Department Use Only

GP Designation: VN Zoning Designation: C Chapter: 1 Property Owner Verified: Yes ☒
 No ☐ Minimum lot size allowed: More Info Complete: Yes ☐ No ☐
 Setbacks: F R S C Special Trakit information complete: Yes ☐ No ☐ OPUD Clearance Yes ☐ No ☐ N/A ☐
 Application reviewed by: KP Date: 8/26/14

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

Abdul Karim Ghulamhussain

2. PREMISES ADDRESS (Street number and name, city, zip code)

5871 Feather River Blvd, Olivehurst, CA 95961

3. LICENSE TYPE

20- Off Sale Beer and wine

4. TYPE OF BUSINESS

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Hofbrau/Cafeteria | <input type="checkbox"/> Cocktail Lounge | <input type="checkbox"/> Private Club |
| <input type="checkbox"/> Deli or Specialty Restaurant | <input type="checkbox"/> Comedy Club | <input type="checkbox"/> Night Club | <input type="checkbox"/> Veterans Club |
| <input type="checkbox"/> Cafe/Coffee Shop | <input type="checkbox"/> Brew Pub | <input type="checkbox"/> Tavern: Beer | <input type="checkbox"/> Fraternal Club |
| <input type="checkbox"/> Bed & Breakfast: | <input type="checkbox"/> Theater | <input type="checkbox"/> Tavern: Beer & Wine | <input type="checkbox"/> Wine Tasting Room |
| <input type="checkbox"/> Wine only | <input type="checkbox"/> All | | |
| <input type="checkbox"/> Supermarket | <input type="checkbox"/> Membership Store | <input type="checkbox"/> Service Station | <input type="checkbox"/> Swap Meet/Flea Market |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Department Store | <input type="checkbox"/> Convenience Market | <input type="checkbox"/> Drive-in Dairy |
| <input type="checkbox"/> Drug/Variety Store | <input type="checkbox"/> Florist/Gift Shop | <input checked="" type="checkbox"/> Convenience Market w/Gasoline | |
| <input type="checkbox"/> Other - describe: | | | |

5. COUNTY POPULATION

73,439

6. TOTAL NUMBER OF LICENSES IN COUNTY

4

☐ On-Sale ☒ Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

1:992

☐ On-Sale ☒ Off-Sale

8. CENSUS TRACT NUMBER

404

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

5

☐ On-Sale ☒ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

4

☐ On-Sale ☒ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☒ Yes (Go to Item #13)
- ☐ No (Go to Item #20)

Yuba County Sheriff's Department

13. CRIME REPORTING DISTRICT NUMBER

WL13

14. TOTAL NUMBER OF REPORTING DISTRICTS

192

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

1161

16. AVERAGE NO. OF OFFENSES PER DISTRICT

6

17. 120% OF AVERAGE NUMBER OF OFFENSES

7

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

20

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- ☒ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☐ No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

Yuba County Board of Supervisors

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

915 OST, Ste 104, Marysville, CA 95901
Danica Storms

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

23. DATE SIGNED

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

☐ Yes ☐ No ☐ See Attached (i.e., letter, resolution, etc.)

[illegible]

30. DATE SIGNED	
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DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
NUMBER OF LICENSES AUTHORIZED
BY CENSUS TRACT

County Name	County Population	County Ratio On Sale	County Ratio Off Sale	Census Tract #	Census Tract Population	On Sale	Off Sale
YOLO	206,381	803	1,165	0103.10	5,485	6	4
YOLO	206,381	803	1,165	0103.12	5,130	6	4
YOLO	206,381	803	1,165	0104.01	4,532	5	3
YOLO	206,381	803	1,165	0104.02	3,832	4	3
YOLO	206,381	803	1,165	0105.01	5,922	7	5
YOLO	206,381	803	1,165	0105.05	4,807	5	4
YOLO	206,381	803	1,165	0105.08	2,453	3	2
YOLO	206,381	803	1,165	0105.09	3,471	4	2
YOLO	206,381	803	1,165	0105.10	5,267	6	4
YOLO	206,381	803	1,165	0105.11	3,135	3	2
YOLO	206,381	803	1,165	0105.12	3,406	4	2
YOLO	206,381	803	1,165	0105.13	2,817	3	2
YOLO	206,381	803	1,165	0106.02	5,615	6	4
YOLO	206,381	803	1,165	0106.05	3,559	4	3
YOLO	206,381	803	1,165	0106.06	7,902	9	6
YOLO	206,381	803	1,165	0106.07	4,095	5	3
YOLO	206,381	803	1,165	0106.08	5,882	7	5
YOLO	206,381	803	1,165	0107.01	4,625	5	3
YOLO	206,381	803	1,165	0107.03	5,854	7	5
YOLO	206,381	803	1,165	0107.04	2,267	2	1
YOLO	206,381	803	1,165	0108.00	3,881	4	3
YOLO	206,381	803	1,165	0109.01	5,311	6	4
YOLO	206,381	803	1,165	0109.02	6,189	7	5
YOLO	206,381	803	1,165	0110.01	6,464	8	5
YOLO	206,381	803	1,165	0110.02	3,093	3	2
YOLO	206,381	803	1,165	0111.01	3,070	3	2
YOLO	206,381	803	1,165	0111.02	4,884	6	4
YOLO	206,381	803	1,165	0111.03	3,118	3	2
YOLO	206,381	803	1,165	0112.03	2,561	3	2
YOLO	206,381	803	1,165	0112.04	4,672	5	4
YOLO	206,381	803	1,165	0112.05	8,123	10	6
YOLO	206,381	803	1,165	0112.06	7,329	9	6
YOLO	206,381	803	1,165	0113.00	8,106	10	6
YOLO	206,381	803	1,165	0114.00	4,193	5	3
YOLO	206,381	803	1,165	0115.00	5,325	6	4
YUBA	73,682	1,067	995	0401.00	4,615	4	4
YUBA	73,682	1,067	995	0402.00	7,767	7	7
YUBA	73,682	1,067	995	0403.01	3,366	3	3
YUBA	73,682	1,067	995	0403.02	2,143	2	2
YUBA	73,682	1,067	995	0403.03	6,555	6	6
* YUBA	73,682	1,067	995	0404.00	5,538	5	5
YUBA	73,682	1,067	995	0405.00	4,111	3	4
YUBA	73,682	1,067	995	0406.00	6,130	5	6
YUBA	73,682	1,067	995	0407.00	10,879	10	10
YUBA	73,682	1,067	995	0408.00	4,233	3	4
YUBA	73,682	1,067	995	0409.01	2,783	2	2
YUBA	73,682	1,067	995	0409.02	1,737	1	1
YUBA	73,682	1,067	995	0410.00	7,357	6	7
YUBA	73,682	1,067	995	0411.00	4,941	4	4

→ 4 currently exist



**California Department of Alcoholic Beverage Control
For the County of YUBA - (Off-Sale Licenses)
and Census Tract = 404**

Report as of 9/1/2014

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	408710	ACTIVE	20	2/24/2004	1/31/2015	SINGH, PAUL 1114 GRAND AVE MARYSVILLE, CA 95901-7084 Census Tract: 0404.00	ALICIA MARKET	1044 NORTHGATE DR YUBA CITY, CA 95991-1206	5801
2)	416807	ACTIVE	21	11/23/2004	10/31/2014	SINGH, KULWINDER 5870 FEATHER RIVER BLVD OLIVEHURST, CA 95961-6644 Census Tract: 0404.00	FEATHER RIVER MARKET	3361 COACH LN CAMERON PARK, CA 95682-8455	5800
3)	478947	ACTIVE	21	7/27/2009	6/30/2015	TAJBER ENTERPRISES CORP 5779 FEATHER RIVER BLVD OLIVEHURST, CA 95961-7816 Census Tract: 0404.00	SMITTYS LIQUOR	2183 AUGUST WAY OLIVEHURST, CA 95961-9086	5800
4)	487210	ACTIVE	20	4/20/2010	3/31/2015	SANGHU, BALRAJ SINGH 5780 FEATHER RIVER BLVD OLIVEHURST, CA 95961-6642 Census Tract: 0404.00	CLOVERLEAF MARKET		5800

- - - End of Report - - -

For a definition of codes, view our [glossary](#).



• License to be transferred

**California Department of Alcoholic
Beverage Control**
*License Query System Summary
as of 9/1/2014*

License Information
License Number: 500941
Primary Owner: GILL, RAJINDER SINGH
ABC Office of Application: 23 - SACRAMENTO
Business Name
Doing Business As: QUICK N SAVE
Business Address
Address: 1780 N BEALE RD Census Tract: 0403.03
City: MARYSVILLE County: YUBA
State: CA Zip Code: 95901
Licensee Information
Licensee: GILL, RAJINDER SINGH
License Types
1) License Type: 20 - OFF-SALE BEER AND WINE
License Type Status: ACTIVE
Status Date: 21-OCT-2010 Term: 12 Month(s)
Original Issue Date: 20-OCT-2010 Expiration Date: 30-SEP-2014
Master: Y Duplicate: 0 Fee Code: P0
Condition: OPERATING RESTRICTIONS
License Type was Transferred On: 20-OCT-2010 FROM: 20-487525
License Type was Transferred On: TO: 20-548372
Current Disciplinary Action
... No Active Disciplinary Action found ...
Disciplinary History
... No Disciplinary History found ...
Hold Information
... No Active Holds found ...
Escrow
... No Escrow found ...

- - - End of Report - - -

For a definition of codes, view our [glossary](#).



**California Department of Alcoholic Beverage Control
For the County of YUBA - (Off-Sale Licenses)
and Census Tract = 403.03**

Report as of 9/1/2014

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	484807	ACTIVE	21	12/31/2009	4/30/2015	LALLY FOOD MART INC 1946 N BEALE RD MARYSVILLE, CA 95901-6921 Census Tract: 0403.03	LALLY FOOD MART		5800
2)	500941	ACTIVE	20	10/20/2010 2:11:28 PM	9/30/2014	GILL, RAJINDER SINGH 1780 N BEALE RD MARYSVILLE, CA 95901-6924 Census Tract: 0403.03	QUICK N SAVE	424 D ST MARYSVILLE, CA 95901-5707	5800
3)	501509	ACTIVE	20	9/23/2010 8:50:29 AM	8/31/2014	KAUR, RAJDEEP 1706 N BEALE RD MARYSVILLE, CA 95901-6911 Census Tract: 0403.03	STOP N SAVE	1156 SANBORN RD YUBA CITY, CA 95993-6045	5800
4)	528009	ACTIVE	21	2/7/2013 10:55:49 AM	1/31/2015	EL CHICO PRODUCE INC 1822 N BEALE RD MARYSVILLE, CA 95901 Census Tract: 0403.03	EL CHICO PRODUCE	4600 MISSION ST SAN FRANCISCO, CA 94112	5800

- - - End of Report - - -

For a definition of codes, view our [glossary](#).

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Alcoholic Beverage Control

OTHER

Search for a specific

License Number:

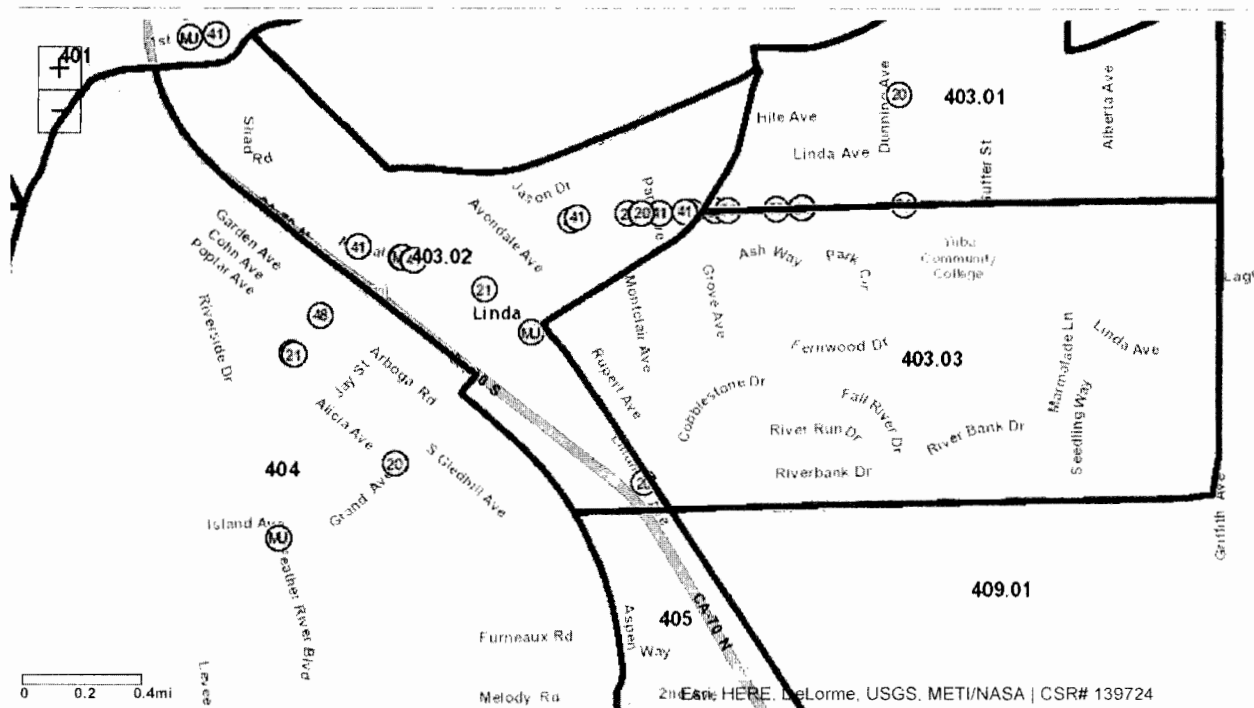
Or, locate a general area by entering:

Premises Address: 5871 Feather River blvd

Census Tract: **404** City: (None)

Search

Clear

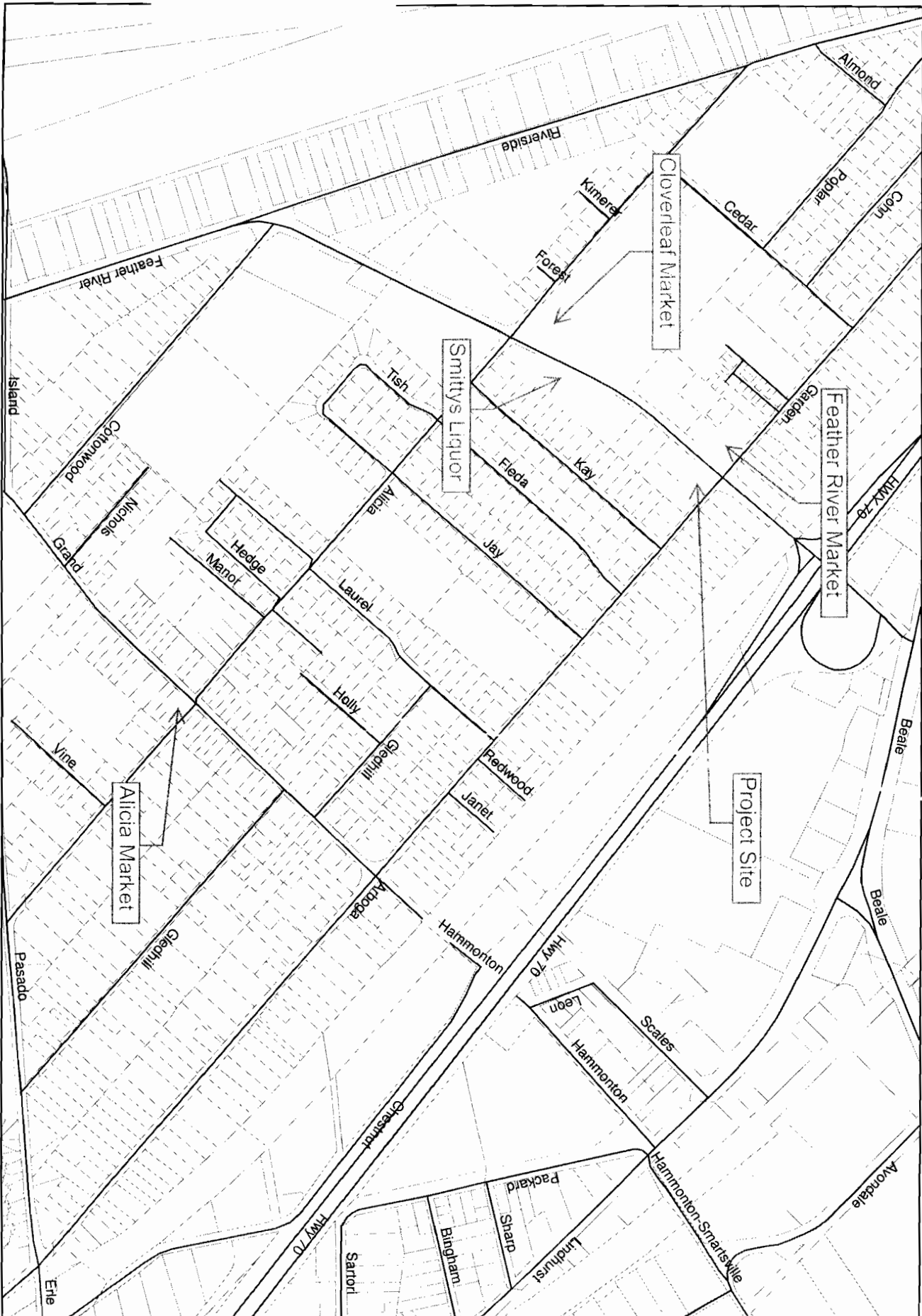


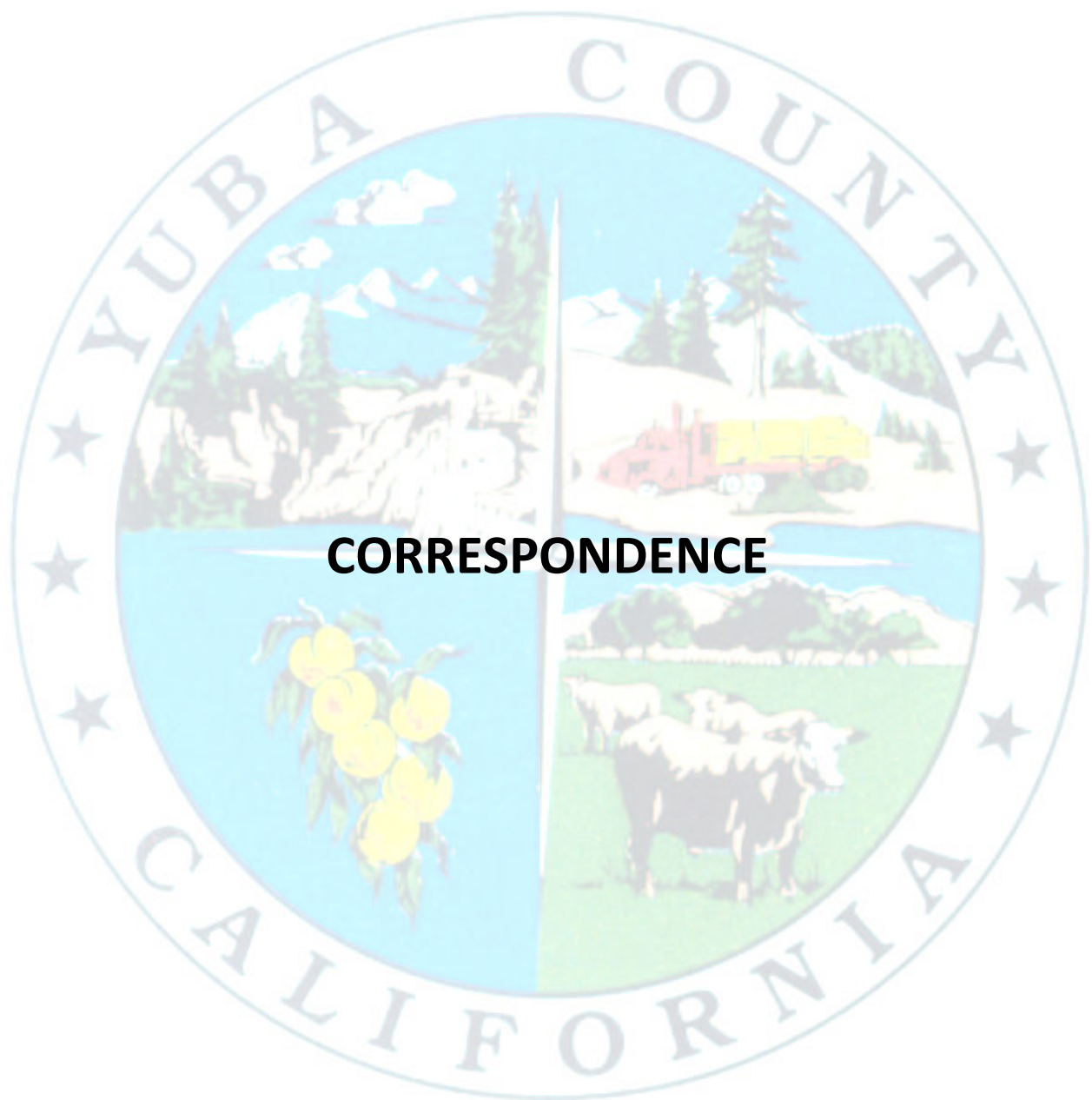
Licenses on the map display the license type that is currently issued for it. In the event there is more than one license type issued, the code MU is displayed.

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CENSUS TRACT 404







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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

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

RECEIVED

SEP 11 2014

Clerk/Board of Supervisors

September 10, 2014

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Petition to list the Livermore tarplant as endangered under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on September 12, 2014.

Sincerely,

Sheri Tiemann
 Associate Governmental Program Analyst

Attachment

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

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

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, on August 26, 2014, the California Fish and Game Commission received a petition from Mr. Heath Bartosh to list the Livermore tarplant (*Deinandra bacigalupii*) as endangered under the California Endangered Species Act.

Livermore tarplant is supported by poorly drained, seasonally dry, high alkaline Pescadero and Solano series soils of sedimentary parent material. It occurs in alkaline meadows and grasslands in the vicinity of barren alkali scalds, alkali vernal pools, and playa-like pools.

Pursuant to Section 2073 of the Fish and Game Code, on August 28, 2014, the Commission transmitted the petition to the California Department of Fish and Wildlife for review pursuant to Section 2073.5 of said code. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its February 2015 meeting.

Interested parties may contact Ms. Helen Birss, Habitat Conservation Planning Branch Chief, California Department of Fish and Wildlife, 1416 Ninth Street, Suite 1260, Sacramento, CA 95814, or telephone 916.653.9834, for information on the petition or to submit information to the Department relating to the petitioned species.

August 28, 2014

Fish and Game Commission

Sonke Mastrup
Executive Director

Department of the Interior
 U.S. Fish & Wildlife Service
 Sacramento Fish and Wildlife Office
 2800 Cottage Way, Room W-2605
 Sacramento, CA 95825
 Phone: 916/414-6600
 Fax: 916/414-6713
<http://www.fws.gov/sacramento/>

News Release



September 16, 2014 - For Immediate Release

Media Contact: Robert Moler, robert_moler@fws.gov, (916) 414-6606

Fish and Wildlife Service Withdraws Proposal to Delist Valley Elderberry Longhorn Beetle from the ESA Following Scientific Review

Decision Reflects Service's Commitment to Use the Best Available Information in its Endangered Species Decisions

Sacramento –The U.S. Fish and Wildlife Service today announced it is withdrawing its proposal to remove the valley elderberry longhorn beetle from the Federal List of Threatened and Endangered Species. This medium-sized beetle, found only in California's Central Valley, remains protected as a threatened species under the Endangered Species Act (ESA).

After careful review and additional information received from both the public and peer review scientists, the Service has concluded that the scientific information and analysis relied upon in its October 2012 proposal was not strong enough to support a decision to delist the species.

"Today's decision reflects the value of a robust public comment and scientific peer review process in ensuring we base our actions on the best available scientific information," said Service Director Dan Ashe. "It shows our commitment to fully consider critical review and comment before making a final decision."

The scientific review process following publication of the proposed rule did reveal, however, that the species' range is smaller than that described in the proposed delisting rule. As a result, the regulatory protections of the ESA will now be applied to a smaller area. Kings, Kern and Tulare counties will no longer be considered within the range of the species.

The Service is also working on new guidance for consultation within the range of the species for projects (such as those associated with flood control), and guidance on site-specific approaches for areas that overlap with the California elderberry longhorn beetle or where occurrences may be rare or sparsely distributed.

To increase understanding of the valley elderberry longhorn beetle, including its current population and distribution, the Service continues to support additional studies on the beetle and its habitat. Should new information indicate that the beetle does not warrant protection under the ESA, the Service will again propose delisting.

The decision to withdraw the proposal to remove the species from the Federal List of Threatened and Endangered Species will publish in the *Federal Register* on September 17, 2014. The decision to withdraw, as well as the proposal to delist and associated peer reviews and public comments, can be found online at www.regulations.gov. Additional information about the species can be found at www.fws.gov/sacramento.

The U.S. Fish and Wildlife Service works with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. For more information on our work and the people who make it happen, visit www.fws.gov/cno. Connect with our Facebook page at <http://www.facebook.com/usfwspacificsouthwest>, follow our tweets at <http://twitter.com/USFWSPacSWest>, watch our YouTube Channel at <http://www.youtube.com/usfws> and download photos from our Flickr page at http://www.flickr.com/photos/usfws_pacificsw/

-FWS-