

# BOARD OF SUPERVISORS

## AGENDA

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



Agenda materials are available at the Yuba County Government Center, 915 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://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.

**DECEMBER 16, 2014**

**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 Vasquez
- 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. Administrative Services
    1. (549-14) Approve sublease agreement with Peach Tree Clinic for space at 5730 Packard Avenue and authorize Chair to execute.
    2. (550-14) Approve amendment to agreement with Indigo/Hammond and Playle Architects for design changes to Water Agency communications room, review for the new Sheriff's facility, and authorize Chair to execute same.
  - B. Board of Supervisors
    1. (551-14) Approve Board of Supervisors meeting schedule for 2015 and cancelling certain meetings.
  - C. Clerk of the Board of Supervisors
    1. (552-14) Adopt list of ongoing boards, commissions, and committees appointed by the Board of Supervisors.
    2. (553-14) Approve appointment of Ann Soliday to the Public Agency position of the Child Care Planning Council of Yuba and Sutter Counties for the term ending September 30, 2015.
    3. (554-14) Approve Certification Statement regarding Composition of Local Planning Council Membership and authorize Chair to execute.
    4. (555-14) Appoint Cara Irwin to the Yuba County Fish and Game Advisory Commission as the Youth Representative for a term to end December 16, 2015.
  - D. Community Development and Services
    1. (556-14) Adopt resolution approving submittal of application to Federal Highway Administration for Hammonton-Smartsville Road and authorizing Public Works Director to execute the grant and any related documents for the administration of the grant.
    2. (557-14) Approve plans, specifications, estimate, and authorization for advertisement of bids for Spring Valley Road at Browns Valley ditch bridge replacement project and authorize Chair to execute.
    3. (558-14) Receive Notice of Final Tract Map 2011-0001 (TSTM 2010-0001/Cote) under review and pending approval by the County Surveyor.

E. County Administrator

1. (559-14) Adopt resolution repealing and enacting certain sections of the Yuba County Administrative Policy and Procedures Manual. (Finance and Administration Committee recommends approval)
2. (560-14) Adopt resolution recognizing ongoing wildfire threat and supporting Governor's effort to urge Federal action on fire prevention and maintenance.

F. Emergency Services

1. (561-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

G. Health and Human Services

1. (562-14) Authorize increase in the amount of \$15,174 to revenue Account No. 100-0000-361-45.00 (State Social Services Administrations) and to expenditure Account No. 100-5200-451-63.30 (Capital Asset Equipment IT Hardware) for final invoice for Presidio Virtual Desktop Infrastructure project.

IV. **SPECIAL PRESENTATION**

- A. (563-14) Present proclamation to Supervisor Hal Stocker commending 20 years of service. (Five minute estimate)
- B. (564-14) Present proclamation to Sandra Williams commending 20 years of service. (Five minute estimate)
- C. (565-14) Present proclamation to Paul Donoho commending 22 years of service. (Five minute estimate)
- E. (568-14) Present Certificate of Recognition to Linda Fire Protection District. (Five minute estimate)

V. **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.

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (569-14) Adopt resolution amending the Departmental Position Allocation Schedule as it relates to Administrative Services effective December 1, 2014.
2. (570-14) Declare certain property as surplus, authorize the County Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060, and adopt resolution authorizing the Purchasing Agent to regularly process and dispose of electronic waste.

B. County Administrator

1. (571-14) Receive First Quarter Financial Report for Fiscal Year 2014-15 and provide direction as appropriate. (Ten minute estimate)
2. (572-14) Adopt resolution approving Preliminary Official Statement and Bond Purchase Agreement related to the offering and sale of special tax bonds of the County for Community Facilities District 2005-1 (Orchard Montrose Public Improvements) related to Improvement Area A of district and approving other related documents and actions. (Fifteen minute estimate)

VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. (539-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 7.50 of Title VII of the Yuba County Ordinance Code relating to Stormwater Quality. (Second reading. Continued from December 9, 2014) (Ten minute estimate)

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

- A. (566-14) Two notices from State of California Water Resources Control Board of Petitions for Temporary Transfer of water of up to 5,000 acre feet, and petition for long-term transfer by Yuba County Water Agency.

IX. **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.

X. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code §54956.9(d)(1) – PG&E vs. County of Yuba
- B. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations - DDAA Negotiators/Vacek and Wilson

XI. **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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*CONSENT*  
*AGENDA*

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## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services *[Signature]*  
**Date:** December 16, 2014  
**Re:** Peach Tree Clinic Sublease

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### Recommendation

The Board approve the attached sublease agreement between the County of Yuba and Peach Tree Clinic

### Background

In 2007, the County leased the space at 5730 Packard Avenue from Hampac LLC as space for Health & Human Services, Department of Child Support Services, and Peach Tree Clinic. A sublease with Peach Tree Clinic was not entered in to at that time. Peach was referred to in several sections of the original lease but it was limited to a discussion of their share of the rent.

This is a continuation of an item brought to the Finance and Administration Committee on September 16<sup>th</sup>. Peach Tree Clinic had reached out to the County to seek opportunities to reduce their share of the rent obligation. That initiative continues and we will return to your Board when solid solutions are ready to present after the beginning of the new year.

### Discussion

Numerous County staff is working with the Peach and while the discussions continue to research rent reduction opportunities, all parties felt strongly that we ought to have an agreement in place to formalize our relationship as it currently stands.

### Committee Action

On September 16<sup>th</sup>, it was brought before Finance and Administration Committee to present potential ideas that could result in the rental rate reduction for Peach Tree Clinic. The committee provided staff direction as to several ideas, and those are all being investigated, and it also directed staff to develop a sublease agreement with the Clinic. There was no specific

recommendation from the Committee as a result of that presentation, but to bring the suggested solutions back to the full Board in mid-October. The item has been continued since that time.

**Financial Impact**

There is no financial impact to the County from this action.

## SUB-TENANT AGREEMENT

This sub-tenant lease agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the COUNTY OF YUBA ('County'), Lessor, a political subdivision of the State of California and Peach Tree Healthcare, Inc. ('Clinic'), a 501(c)3 nonprofit corporation as Lessee.

For reference purposes, this lease is subordinate to the lease between two parties referred to in the lease dated March 21, 2006 between Hampac LLC, a California Limited Liability Corporation ('Landlord') and the County of Yuba ('County'). That 'primary' lease obligated Peach Tree Clinic by reference only as being responsible for a portion of the County's rent obligation. This sublease agreement shall memorialize the responsibilities of both parties within the parameters of that original lease.

## AGREEMENT

1. Description of Premises: County does hereby lease to Clinic, and Clinic does hereby rent and accept from County, for the consideration and subject to all terms and conditions set forth herein, the premises described as 18,768 square feet space known as Peach Tree Clinic; a fully segregated and separate portion at the south end of the building located at 5730 Packard Avenue in Linda commonly known as APN 021-301-001 and 021-301-002 and comprised of the following components:
  - a. 'Main Building' – original construction of 13,146 square feet
  - b. Pharmacy\*, Lobby and Lab addition of 2,122 square feet
    - i. \* Pharmacy is a sublease tenant to Clinic
  - c. Pediatrics and back office addition of 3,500 square feet
2. Term: The term of this lease shall be for five years; commencing on December 1, 2014 and expiring on November 30, 2019.
  - a. The lease term shall automatically renew for a new five year term at the end of the current five year term unless Lessor is notified in writing prior to 90 days before the lease expiration date.
  - b. This agreement shall not extend past the dates of the primary lease referred to above and any extension shall expire concurrently with said primary lease. The primary lease term is currently set to expire March 31, 2041 unless earlier terminated or extended in accordance with the terms of that lease.

- c. Either party may terminate this agreement without cause by notifying the other party in advance and in writing with a minimum of a 180 day notice. Clinic shall be responsible for all rents, fees, maintenance and any other accumulated costs incurred up until the date of termination.
- 3. Rent: Base rent for each fiscal year shall be calculated annually and communicated by the Landlord to the County late in the calendar year for the subsequent year. Rent cost shall include base rent and any rent adjustments. Rent shall be due by the first of each month and paid directly to the landlord without prior demand. Rent for the 2014 – 2015 fiscal year shall be \$48,542.38 per month.
  - a. Rent increase: On each anniversary of the commencement date, the base rent for the succeeding twelve (12) months shall be increased by two and one-half percent (2.5%). This increase shall apply to base rent only and not any other rent adjustments including the Property Operating Expense.
- 4. Rent Adjustments: Effective January 1 each year, a new annual rent number shall be distributed by the Landlord. This number will be based on square feet occupied, a share of common area costs, and other adjustments. These other adjustments include:
  - a. Late Fees: Rent paid after the first of the month may be assessed a late fee. The County shall be notified of rents not paid, and shall thereby notify Clinic if rent is overdue. Any rents not paid within 10 days of that notice shall be assessed a late fee equal to ten percent (10%) of the amounts due.
  - b. Property Operating Expense: Each month, in addition to the rent, the Clinic shall be responsible for the Property Operating Expense which includes Real Property Taxes and Landlord's Insurance Costs. The annual Property Operating Expense will be calculated annually by the Landlord and communicated at the same time the rent adjustment is communicated.
- 5. Other Charges and Fees:
  - a. Maintenance: The Clinic hereby agrees to work in good faith with the County as to proper maintenance of the facility and its interiors & exteriors and in determining responsibility for a given maintenance issue. Primarily, the Clinic shall be responsible for care and maintenance of their interior spaces and the systems that support it. The County shall be responsible for maintenance of structural features, shared systems, building 'shell,' grounds, etc. The Landlord shall have no maintenance obligations unless specifically documented herein. More specifically:

- i. Maintenance - Clinic Obligation – Throughout the term of this lease, the Clinic shall retain responsibility for maintaining the interior occupied and dedicated support spaces, including: ‘fit and finish,’ walls, dedicated plumbing / electrical / mechanical systems (including HVAC), glass, dedicated life safety systems, and all other components or systems that support their space. It shall also have responsibility for maintenance costs relative to their fair share of all ‘shared’ or common building systems as well as its share of exterior, parking, and landscape maintenance. ‘Share’ to be determined by percentage of occupied square feet of space in the building. Clinic shall not be limited to using County building maintenance staff.
      1. Should the clinic decide to source maintenance and repair of the HVAC system to a third party, the County cannot grant the third party access to the County’s building controls (BAS) system and shall be liable for any damage done to the BAS system by the third party vendor.
    - ii. Maintenance - County Obligation – The County shall have overall responsibility for all repair, replacement and maintenance of the building – interior and exterior, all systems and components in support of all building tenants. County shall be responsible for coordinating repairs and maintenance and communicating with the Clinic as to their share of the cost of a project or repair when their space is impacted.
    - iii. Maintenance - Landlord Obligation – The Landlord shall have no obligations to provide maintenance or repair of any kind unless the County or the Clinic fails to provide maintenance; then they reserve the right to step in and perform the maintenance and charge the tenants. The Landlord also agrees to make a reasonable effort to assist the County with any required warranty service.
  - b. Energy / Utilities: Clinic shall be responsible for all utility costs they incur, as well as the allocated percentage share of the exterior common area costs (i.e. parking lot lights).
  - c. Alterations and Improvements: Clinic is free to execute upgrades or alterations to their space but only after prior approval in writing of the Landlord and of the County; which shall not unreasonably withheld. There shall be no requirement to use any particular contractor or provider.
6. Building Security: Within the following conditions, the Clinic shall be responsible for its own physical security;

- a. Card Readers: a County-managed, RFID-based ID card reader system is installed throughout the building at all entrances and certain secure areas within the building. Building access cards are issued by the County's Administrative Services Dept. The fee for creation of these cards is published annually in the County's Master Fee Ordinance. The Clinic retains the right to determine who has card access, the allowed hours of each person's access, and to usage information from the card system upon demand.
  - b. It shall also retain the right to generate its own photo ID cards; although they remain separate from the building access system.
  - c. Uniformed Security: The County uses a contracted service that oversees physical security of the facility. The Clinic shall pay for their percentage share of the afterhours building patrol. Further use of this service at the County's contracted rate is available for the Clinic to use this service as desired.
  - d. Cameras: The County has a network of cameras installed on the building exterior that includes the immediate area around the Clinic. Recorded video is available to Clinic leadership upon demand.
7. Insurance: See Exhibit A - Insurance
8. Taxes and Assessments: Known taxes and assessments are captured and paid by the Landlord. The costs are then allocated to the building tenants based on percentage of square feet occupied as the Property Operating Expense. See Section 4.B – Rent Adjustments. Clinic agrees to pay its fair share of any applicable assessments that may arise in the future as mandated by a local, state or federal governing body.
9. Assignment or Sublease: Clinic may not sublease all or any portion of their space without written permission of the Landlord and of the County. The County reserves the right to renegotiate terms of this sublease if the occasion of a new sublease is presented.
10. Bankruptcy: In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Clinic, Clinic's interest hereunder shall automatically terminate.
11. Default / Remedies: If in the event the Clinic defaults through non-payment of rent (as defined in Section 3 – Rent above), or Clinic takes action rendering facility unusable, or abandons the premises altogether Landlord or County reserve the right to terminate this lease and re-enter the premises. In the event Clinic defaults, County must assume responsibility for the liability and therefore reserves the right to all rents and any other sums owing and unpaid to the date of termination of this agreement.
12. Damage to Premises: If the leased space in and around the Clinic, and/or the exterior of the Clinic is damaged through any peril not directly attributable to a tenant, Landlord shall have the





Landlord:  
Hampac LLC  
Suite 250  
3164 Gold Camp Drive  
Rancho Cordova, CA 95670

Clinic:  
Peach Tree Clinic  
Attn. Office of the CEO  
Suite 500  
5730 Packard Avenue  
Marysville CA 95901

County:  
County of Yuba  
Attn: Director of Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

County:  
County of Yuba  
Attn: County Counsel  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

IN WITNESS THEREOF the parties hereto have executed this lease as of the date entered above;

“County”  
County of Yuba

By: \_\_\_\_\_

John Nicoletti, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Donna Stottlemeyer, Clerk of the  
Board of Supervisors

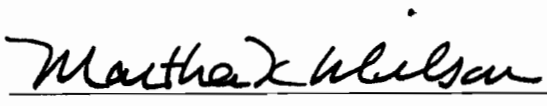
“Clinic”  
Peach Tree Clinic

  
\_\_\_\_\_  
By: Greg Stone, CEO

Approved as to Form:

  
\_\_\_\_\_  
Angil Morris Jones  
County Counsel

Review of Insurance Risk:

  
\_\_\_\_\_  
Martha Wilson  
Risk Manager

## **Exhibit A - Insurance Requirements**

Clinic, as Lessee, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Clinic's operation and use of the leased premises. The cost of such insurance shall be borne by the Clinic.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

### **Other Insurance Provisions:**

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

1. For General Liability, the County, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The Clinic's insurance coverage shall be **primary insurance** as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Clinic's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a **waiver of all rights of subrogation** against the County
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
5. The Property insurance shall **name the County as Loss Payee** as its interests may appear.

### **Acceptability of Insurers**

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

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the Clinic shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Verification of Coverage***

Clinic shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the County's Risk Manager. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Waiver of Subrogation***

Clinic hereby grants to County a waiver of any right to subrogation which any insurer of said Clinic may acquire against the County by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Special Risks or Circumstances***

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



## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
**Date:** December 16, 2014  
**Re:** Amendment #4 – Indigo/Hammond & Playle Architects, LLP

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### Recommendation

It is recommended that the Board approve contract Amendment #4 between the County of Yuba and Indigo / Hammond & Playle Architects, LLP for additional charges in connection with changes needed for the YCWA Communications Room and a Constructability Review, and authorize the Chair to sign.

### Background

In May 2012, the Board authorized a two-year agreement with Indigo / Hammond & Playle Architects LLP for design of the New Sheriff facility located at 720 Yuba Street, Marysville. On June 24, 2014, that agreement was extended through January 2016. And on July 22, 2014 the Water Agency portion of the project was added.

### Discussion

Indigo Architects has been working with the County and the YCWA to determine the Water Agency's needs and connectivity to the tower and has completed an architectural design that meets the needs of both agencies. Through the design process the Water Agency has made some changes to the plans that have resulted in additional charges. In addition, a constructability review was recommended by the construction manager due to some open items in the plans.

### Committee Action

Due to the routine nature of this action, it has been brought directly to your Board for consideration.

### Fiscal Impact

The Total Indigo Contract shall be amended from \$1,042,600 to 1,147,600. Costs have been budgeted in the Sheriff Capital Expenditure Account 101-1205-418-2300.

**PROFESSIONAL SERVICES AGREEMENT  
YUBA COUNTY ADMINISTRATIVE SERVICES**

**AMENDMENT # 4**

This is the fourth amendment to the agreement, dated May 4, 2012, for Architectural Design and Engineering Services for the Yuba County Sheriff's Facility between the County of Yuba (COUNTY) and INDIGO / Hammond & Playle Architects, LLP (CONTRACTOR).

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

- (1) Attachment B, Payment. Revise payment section to B.4, Payment Schedule for the Yuba County Water Agency Communication Room.
  - B.4.1a Phase 1 – Scoping Phase
  - B.4.3a Phase 2 – Design and Final Approvals
  - B.4.4a Phase 3 – Bidding and Construction
  - B.4.5a Total Compensation Not to Exceed increased from \$50,000 to \$83,000
- (2) Attachment B, Payment. Revise B.3 Additional Services to B.5 Additional Services
- (3) Attachment B, Payment. Add to Section B.5 Additional Services
  - B.5.1 Additional Services to be Added: Constructability Review Not to Exceed \$80,000
- (4) Total Compensation to be increased to a Not To Exceed \$1,147,600.

All other terms and conditions remain unchanged.

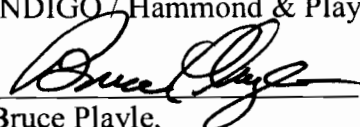
In witness thereof, the parties hereto have executed this Amendment # 4 to the Agreement on

\_\_\_\_\_, 2014.

"COUNTY"  
County of Yuba

\_\_\_\_\_  
John Nicoletti,  
Chair  
Board of Supervisors

"CONTRACTOR"  
INDIGO / Hammond & Playle Architects, LLP

  
\_\_\_\_\_  
Bruce Playle,  
Principal

Approved by County Counsel

\_\_\_\_\_  
for Angil Morris-Jones



# *The County of Yuba*

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## **Office of the Board of Supervisors**

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Andy Vasquez – Supervisorial District One  
John Nicoletti – Supervisorial District Two  
Mary Jane Griego – Supervisorial District Three  
Roger Abe – Supervisorial District Four  
Hal Stocker – Supervisorial District Five

Donna Stottlemeyer, Clerk of the Board  
Yuba County Government Center  
915 8<sup>th</sup> Street, Suite 109  
Marysville CA 95901  
(530) 749-7510/Fax 749-7353

December 16, 2014

**TO:** Board of Supervisors  
**FROM:** Chairman Nicoletti and Vice-Chair Griego  
**SUBJECT:** Meeting Schedule for 2015 and Cancellation of Certain Board Meetings

### ***Recommendation:***

Approve Board of Supervisors meeting schedule for 2015 and cancelling certain meetings.

### ***Background and Discussion:***

The proposed meeting calendar consists of 34 regular Board meetings and one workshop. A total of ten meetings are proposed to be cancelled. Certain meetings are recommended cancelled for department heads to prepare budgets and presentations for Fiscal Year 2015/16. Pursuant to Ordinance Section 2.25.010 two meetings will not be held due to holidays.

During 2014, there were 29 regular meetings, three special meetings, and four workshops which included one on the budget.

### ***Committee Action:***

This matter brought directly to the Board for consideration.

### ***Fiscal Impact:***

None.

Attachment

**2015 Proposed Meeting Schedule  
Board of Supervisors**

Jan. 05 Noon Swearing In

**Jan. 06 6:00 p.m. *Cancelled***

Jan. 13 9:30 a.m.

***Jan 20 Cancelled***

Jan. 27 9:30 a.m.

Feb. 03 6:00 p.m.

Feb. 10 9:30 a.m.

***Feb. 17 Cancelled***

Feb. 24 9:30 a.m.

Mar. 03 6:00 p.m.

Mar. 10 9:30 a.m.

Mar. 17 9:30 a.m.

Mar. 24 9:30 a.m.

***Mar. 31 No Meeting 5th Tuesday***

Apr. 07 6:00 p.m.

Apr. 14 9:30 a.m.

Apr. 21 9:30 a.m.

Apr. 28 9:30 a.m.

May 05 6:00 p.m.

May 12 9:30 a.m.

May 19 9:30 a.m.

***May 26 Cancelled***

Jun. 02 6:00 p.m.

***Jun. 09 Cancelled***

***Jun. 16 Cancelled***

Jun. 23 9:30 a.m./Prpsd Bgt Apprvl

***June 30 No Meeting 5th Tuesday***

***Jul. 07 Cancelled***

Jul. 14 9:30 a.m.

Jul. 21 9:30 a.m.

Jul. 28 9:30 a.m.

***Aug. 04 Cancelled - National Nite***

Aug. 11 9:30 a.m.

Aug. 18 & 19 8:30 a.m. Budget

Aug. 25 9:30 a.m.

Sept. 01 6:00 P.M.

***Sept. 08 Cancelled***

Sept. 15 9:30 am/Final Bgt 1:30 p.m.

Sept. 22 9:30 a.m.

***Sept. 29 No Meeting 5th Tuesday***

Oct. 06 6:00 p.m.

Oct. 13 9:30 a.m.

Oct. 20 9:30 a.m.

Oct. 27 9:30 a.m.

Nov. 03 6:00 p.m.

***Nov. 10 Cancelled***

Nov. 17 9:30 a.m.

***Nov 24 No Meeting Holiday***

***Dec. 01 Cancelled CSAC/ACWA***

Dec. 08 9:30 a.m.

Dec. 15 9:30 a.m.

***Dec. 22 No Meeting - Holiday***

***Dec. 29 No Meeting - 5th Tuesday***

*\*Pursuant to Ordinance Code 2.25.010 "any regular meeting...that falls upon a holiday or Election day is cancelled.*

*There shall be no regular meeting in any work week having 2 County holidays. Section 2.25.020 provides no regular meeting shall be held on the 5th Tuesday in any calendar month.*

*2015 Holidays - Jan 1 and 19, Feb 16, May 25, July 3, Sept 7, Nov 11, 26, & 27, Dec 24 & 25*



## 2015 HOLIDAY SCHEDULE

DATE	DAY OF THE WEEK	HOLIDAY
January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King's Birthday
February 16	Monday	President's Day
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday/Friday	Thanksgiving
December 24	Thursday	Christmas Eve
December 25	Friday	Christmas Day

For additional rules and provisions please refer to the following:

Article 23, Sections 23.01 through 23.04 of the Master Labor Agreement for Yuba County Employees' Association (YCEA) Bargaining Units and Addendums;

- 1 - Office/Clerical
- 2 - Crafts/Maintenance/Services
- 3 - Technical
- 4 - Professional
- 5 - Supervisory
- 16 - Probation Peace Officer
- 17 - Probation Peace Officer (supervising)

Article 10, Sections 1 through 4 of the Memorandum of Understanding for Yuba County Deputy Sheriff's Association (DSA) and Yuba County Management Supervisory Association (MSA) Bargaining Units:

- 6 - Deputy Sheriff's
- 7 - Management/ Supervisory

Article Eleven, Sections 11.01 through 11.04 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba as amended by Resolution #2006-59 for the Deputy District Attorneys' Association and the following groups:

- 8 - Management Employees
- 10 - Elected Official
- 11 - Confidential Employees
- 14 - Deputy District Attorneys'

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**THE COUNTY OF YUBA****Clerk of the Board of Supervisors**915 8<sup>th</sup> Street, Suite 109

Marysville, CA 95901

(530) 749-7510

(530) 749-7353 Fax

**To:** Board of Supervisors**From:** Donna Stottlemeyer, Clerk of the Board **Subject:** Local Appointment List**Date:** December 16, 2014**Recommendation**

Adopt list of ongoing boards, commissions, and committees appointed by the Board of Supervisors.

**Background and Discussion**

The Maddy Appointive List Act of 1975 requires that on or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency.

A current list is attached for your review and adoption. The list is continually posted at the Government Center, in the office of the Clerk of the Board of Supervisors, the Library, and on the County website, and is updated as vacancies and appointments occur.

**Fiscal Impact**

None

**Committee Action**

None required.

ds  
attachment

**YUBA COUNTY LOCAL APPOINTMENT LIST  
BOARD APPOINTED COMMITTEES/COMMISSIONS/BOARDS**

November 25, 2014

-----  
**AREA 4 AGENCY ON AGING ADVISORY COUNCIL**

**www.a4aa.com**

Tai Love

2260 Park Towne Circle, Suite 100

Sacramento, CA 95825-0416

(916) 486-1876

**Appointees:** 2, Three-year term ending June 30

**Qualifications:** Resident of Yuba County; low income, older minority persons, or actual consumer of services under the Area Plan (El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, & Yuba). **Meets:** Third Thursday of each month, 1:00 p.m. at different locations within the counties represented

**Compensation:** Mileage at the IRS rate for out of county meetings

Elden Fowler, 10/15/2013 – 06/30/2016

Dennis Michael Ayres, 3/11/2014 – 6/30/2017

**AREA 4 AGENCY ON AGING/GOVERNING BOARD**

**www.a4aa.com**

2260 Park Towne Circle Suite 100

Sacramento, CA 95825-0416

(916) 486-1876

**Appointees:** 1 At-large appointee Two-year term, and 1 Supervisor/Designee – One-year term. Terms end December 31

**Qualifications:** Resident of Yuba County **Meets:** Second Friday of each month at 10 a.m. at different locations within the 7 counties represented (El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, & Yuba).

**Compensation:** Mileage at the IRS rate for out of county meetings excluding Board of Supervisors members

Supervisor Andy Vasquez/Alternate Supervisor Hal Stocker

John Hollis, At-Large Representative – 12/18/2012 - 12/31/2015

**ASSESSMENT APPEALS BOARD NO. 2**

**http://www.co.yuba.ca.us/departments/bos/Assessment%20Appeals%20Board.aspx**

Clerk of the Board of Supervisors

915 – 8<sup>th</sup> Street, Suite 109

Marysville, CA 95901

(530) 749-7510

**Appointees:** 3/2 Alternates, Three-year term ending first Monday in September

**Qualifications:** Five years professional experience in California as one of the following: CPA/Public Accountant, licensed real estate broker, attorney, property appraiser accredited by a nationally recognized professional organization, or person which the Board of Supervisors believes possesses competent knowledge of property appraisal and taxation.

**Meets:** 9:00 a.m. on Monday one to two times monthly January through May and at varied times as needed throughout the year.

**Compensation:** \$75 per hour with \$150 minimum per meeting

Robert Storm, 10/23/2007 – 09/05/2016

Mimi Mathews, 08/26/2008 - 09/04/2017

Pete Hammontre, 08/15/2006 - 09/07/2015

Alternates

Kuldip S. Atwal, 4/24/12 – 9/07/2015

Norbert Kominsky, 8/13/2013 – 9/5/2016

**BEHAVIORAL HEALTH ADVISORY BOARD (Bi-County)**

Sue Hopper, Executive Secretary

***2 VACANCIES - One Family Representative and One Consumer Representative***

P.O. Box 1520

Yuba City, CA 95992

(530) 822-7200 ext. 2275

**Appointees:** 5, Three-year terms ending June 30 with terms being staggered/Plus 1 Supervisor (6/30/2017)

**Qualifications:** Resident of Yuba County and at least two members must be consumer representatives

**Meets:** First Thursday of month at 5:30 p.m. at 1965 Live Oak Blvd. Conference Room, Yuba City (Except for August and December)

Supervisor Andy Vasquez Representative/Supervisor John Nicoletti Alternate 08/26/2014 – 6/30/2017

Dennis Ayres, At-Large, 08/26/2014 – 06/30/2017

Claudia Hollis, At-Large, 10/7/2014 – 06/30/2015

Tamaira Ramsey, Consumer Rep., 08/26/2014 – 06/30/2016

**BI-COUNTY SOLID WASTE INDEPENDENT HEARING PANEL**

<http://www.co.yuba.ca.us/Departments/Community%20Development/EH/solid%20waste/solidwaste.aspx>

Environmental Health  
915 – 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901  
(530) 749-5450

Appointees: 3, Four-year term (May serve more than one term but not more than two consecutive terms)

Meets: As needed

Qualifications: One member shall be a technical expert with knowledge of solid waste management methods and technology; one member of the local governing body (Yuba County Board of Supervisors); and at least one member shall be a representative of the public at large residing in Yuba or Sutter County.

Supervisor John Nicoletti, 11/13/2012 – 12/31/2016  
Terry A. Noble 06/24/2014 – 06/24/2018

Dennis Green, 06/14/2011 – 1/28/2018

**BROWNS VALLEY CEMETERY DISTRICT**

Ruth Mikkelsen, Chair  
P.O. Box 102  
Brownsville, CA 95918

Appointees: 3, Four-year term

Qualifications: Elector within the District

Meets: As needed

Ruth Mikkelsen, 10/27/09 – 08/22/2016

Susan Lee, 08/09/2011 – 10/21/2018

Roland D'Arcy, 09/10/2013 – 09/10/2017

**BROWNSVILLE CEMETERY DISTRICT**

Norma Escherman, Secretary  
P.O. Box 333  
Brownsville, CA 95919  
(530) 675-2115

Appointees: 3, Four-year term

Qualifications: Elector within the District

Meets monthly

Jim Bamford, 07/06/2010 – 07/06/2014

George Maasen, 02-26-2013 – 02-26-2017

Alvin Bell, 06/26/2012 – 06/07/2015

**BUILDING CONSTRUCTION APPEALS BOARD**

c/o Community Development  
915 – 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901  
(530) 749-5430

Appointees: 5, Serve at the pleasure of the Board of Supervisors.

Qualifications: Need not be Yuba County resident. Must be sufficiently experienced in building and construction matters to pass upon matters coming before the Board, such as materials to be used in construction and technical rules relating to building permits.

Meets: As needed

Gerald Sparks, 02/18/1992  
Bart E. Johnson, 12/03/1985

Lloyd Appleby, 09/19/1995  
Garry E. Laughlin, 02/07/1984

John Stevens, 10/12/1999

## **CHILD CARE PLANNING COUNCIL OF YUBA & SUTTER COUNTIES**

**[www.childcareyubasutter.org](http://www.childcareyubasutter.org)**

Executive Director Tonya K. Byers

1104 E Street

Marysville, CA 95901

(530) 749-4040

**1 UNSCHEDULED VACANCY Public Agency Rep., Term Ends 9/30/2015**

**1 UNSCHEDULED VACANCY Consumer Rep., Term ends 09/30/2016**

**1 UNSCHEDULED VACANCY Discretionary Rep., Term Ends 9/30/2016**

**Appointees:** 5, 3 year term of office ending 9/30

**Qualifications:** Consumer – Parent or person who receives, or has received child care services; Child Care Provider – a person who provides child care services or represents persons who provide child care services; Public Agency – a person who represents a city, county, city and county, or local education agency; Community – a person who represents an agency or business that provides private funding or advocates for child care services through participation in civic or community-based organizations and is not a child care provider and does not represent an agency that contracts with the California Department of Education to provide child care and development services; or Discretionary – a person from any of the above categories or outside of these categories at the discretion of the appointing agencies

**Meets:** Fourth Tuesday of month at 1:00 p.m. at Yuba County Office of Education, Center for Education, 1104 E Street, Marysville.

Kathy Woods, Child Care Provider Rep., 10/15/2013 – 09/30/2016

Donna Greist, Community Representative, 10/15/2013 – 09/30/2016

## **COMMISSION ON AGING**

Chairman Sue Cejner-Moyers

915 8<sup>th</sup> Street, Suite 109

Marysville, CA 95901

(530) 743-7554

**VACANT - District Two Rep. Term Ends 12/31/2016**

**Appointees:** 7, Three-year term for At-Large and District reps run concurrent with Supervisorial District

**Qualifications:** Each Supervisor shall appoint one member who shall be a resident of his/her Supervisorial District. Two At-large members shall be appointed who shall be a County resident.

**Meets:** Second Wednesday at 10:00 a.m. at the Yuba County Senior Center, 4979 Olivehurst Avenue, Olivehurst

**Compensation:** None

Gertrude Hinojosa, District One Rep., 01/09/2007 – 12/31/2014

Daisy Shelton, District Three Rep., 02/20/2007 – 12/31/2016

Debbie Panteloglou, District Four Rep., 08/13/2013 – 12/31/2016

Sue Cejner-Moyers, District Five Rep., 12/14/2010 – 12/31/2014

Gayle Diemond, At-Large, 12-14-2010 – 5-08-2015

Gary Arlington, At-Large, 2-26-2013 – 4-13-2016

## **COMMUNITY SERVICES COMMISSION**

**[http://www.co.yuba.ca.us/Departments/Community%20Development/Community%20Services/communityservicescommission\\_NEW.aspx](http://www.co.yuba.ca.us/Departments/Community%20Development/Community%20Services/communityservicescommission_NEW.aspx)**

Kimberley Grimes, Community Services

915 – 8<sup>th</sup> Street, Suite 123

Marysville, CA 95901

(530) 749-5460

**Appointees:** 5, Term runs concurrent with District Supervisor

**Qualifications:** Resident of Supervisorial District.

The Board of Supervisors has the option of designating themselves individually as members or appointing a representative.

**Meets:** First Thursday of each month at 6:00 p.m.

William Ransom – District One 02-18-2012 – 12/31/2014

Supervisor John Nicoletti, District Two, 01/03/2009 – 12/31/2016

Vera Correa, District Three, 01/15/2013 – 12/30/2016

Roy Crabtree, District Four, 06/14/2011 – 12/31/2016

Brenda Wright, District Five, Term expires – 09/17/2013 - 12/31/2014

### **DEVELOPMENTAL DISABILITIES AREA BOARD III**

[www.areaboard3.org/AB3](http://www.areaboard3.org/AB3)

Michael Rosenberg Executive Director  
2033 Howe Avenue, Suite 160  
Sacramento, CA 95825  
(916) 263-3085

Appointees: 1, Four-year term

Qualifications: Resident of Yuba County; A person with developmental disabilities, or family member or the parent, guardian, or conservator of such person is preferred or a person interested in serving the needs of those with developmental disabilities.

Meets: Once a month

Compensation: Mileage reimbursement

Robert Rogers, 08/12/2014 – 06/26/2016

### **ECONOMIC DEVELOPMENT ADVISORY COMMITTEE**

John Fleming

**TWO VACANCIES**

915 8<sup>th</sup> Street, Suite 115  
Marysville, CA 95901  
(530) 749-7575

Appointees: 20, Serves at the pleasure of the Board

Qualifications: Business owners and professionals within the County

Meets: Third Friday of odd numbered months at 7:30 a.m. in various county locations

Compensation: None. Voluntary

Purpose: Provides recommendations and strategies on implementing programs in the areas of business marketing, business attraction, business retention, business development, and tourism to further the economic strength and vitality of the County.

Nate Pomeroy, 4-13-2010  
Randy Fletcher, 4-13-2010  
Wayne Bishop, 4-13-2010  
Rich Gabel, 3-22-2011  
Steven Dambeck, 2-26-2013  
Glenn Stifflemire, 1-21-2014

Rick Brown, 4-13-2010  
Sheila Kern, 4-13-2010  
Cary Wilson, 4-13-2010  
Rosemary Daoust, 01-15-13  
Sean Andersen, 3-19-2013  
Hilton Perez, 4-1-2014

Sarbdeep Atwal, 2-14-2012  
Todd Hambrook, 2-1-2011  
Tib Belza, 4-13-2010  
Terry Bently, 02-26-2013  
Chong Yang, 10-21-2014  
Steve Hammarstrom 8-12-2014

### **ENVIRONMENTAL HEALTH APPEALS BOARD**

Environmental Health  
915 – 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901  
(530) 749-5450

Appointees: 5, Serve at pleasure of Board of Supervisors

Qualifications: One contractor licensed to install private sewage disposal systems in California; one registered environmental health specialist; one medical doctor; one registered or professional civil engineer; and one member of the public.

Meets: As needed

Fred H. Kawashima, Public At-Large Rep., 10/12/1999  
Archibald H. Beard, Medical Doctor Rep., 03/12/1996  
Susan Chalpin, Environmental Health Specialist Rep., 09/19/1995

Bob Nicholson, General Contractor Rep., 09/19/1995  
Wes Faubel, Civil Engineer Rep., 10/12/1999

### **FIRST 5 YUBA COMMISSION**

[www.first5yuba.org](http://www.first5yuba.org)

Cynthia Sodari, Executive Director  
1114 Yuba Street, Suite 147  
Marysville, CA 95901-6132  
(530) 749-4877

**Appointees:** 7, Three-year term of office ending the last Monday of April

**Qualifications:** 1. One Board of Supervisor; 2. Two members from among the County Health Officer and persons responsible for management of the following County functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services; and 3. Four members who represent any of the persons described in section 2. above and from the following categories: (a) recipients of project services in the County Strategic plan; (b) educators specializing in early childhood development; (c) representatives of a local child care resource or referral agency or a local child care coordinating group; (d) representatives of a local organization for prevention or early intervention for families at risk; (e) representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; (f) representatives of local school districts; and (g) representatives of local medical, pediatric, or obstetric associations or societies.

**Meets:** Fourth Thursday of every other month at 3:30 p.m. beginning January (except Nov. and Dec) at the Yuba County Government Center, Marysville Conference Room

**Compensation:** Voluntary.

Supervisor Andy Vasquez/Alternate Supervisor John Nicoletti 07/01/2013 – 01/28/2014

Pam Morasch, Deputy Director Health and Human Services Jim Arnold Chief Probation Officer

Joginder J. Sekhon, 04/17/2012 - 04/27/2015

Scotia Holmes Sanchez 7/23/2013 - 04/25/2016

Melinda Staples, 09/13/2011 – 04/25/2016

Sally Sokoloski, 08/13/2013 – 04/23/2017

### **FISH AND GAME ADVISORY COMMISSION**

<http://www.co.yuba.ca.us/Departments/Ag/fishandgame.aspx>

Agriculture Commissioner - Todd Quist

915 – 8<sup>th</sup> Street, Suite 123

Marysville, CA 95901

(530) 749-5400

### **VACANCY – YOUTH REPRESENTATIVE**

**Appointees:** 16 Total. 7 specific district members, runs concurrent with the elected nominating officers; 8 at-large and 1 youth; youth member one year; all other terms shall be four years.

**Qualifications:** Resident of Yuba County, and other than the youth member who should be between the ages of 15 and 17, shall have not attained the age of 18 years by date of appointment.

**Meets:** First Thursday of the month at 5:30 p.m. at the Yuba County Government Center, Wheatland Conference Room

Robert Gaschke, YCWA North Area, 01/15/2013 – 12/31/2016

Robert W. Gass South Area, 5-17-2011 – 12-31-2014

Frank Hall, District One, 01/11/2011 – 12/31/2014

Larry Flynn, District Three, 02/03/2009 – 12/31/2016

Robert Winchester, District Five, 03-18-2003 – 12/31/2014

Bill M. Van Ooyen 12-18-2012 5-17-2015

Montie Lunkley 06-12-2012 – 07/23/2017

Terry Oakes, 03/18/2014 - 9/23/2018

Gregory T. Soliz 2-17-09 – 2-26-2017

Christian Hogan, District Two, 01-20-2009 – 12/31/2016

Mike Boom, District Four, 12/18/2012 – 12/31/2016

Mark Harrison 01/22/2013 – 01-22-2017

Grady Windham 11-16-2010 – 01/25/2015

Carl Dinwiddie 5-14-2013 – 07/24/2015

James M. Dousman 11/16/2010 – 11/16/2014

### **HOUSING ADVISORY AND APPEALS BOARD**

Community Development/Building

915 – 8<sup>th</sup> Street, Suite 123

Marysville, CA 95901

(530) 749-5430

**Appointees:** 5, Serve at the pleasure of Board

**Qualifications:** Resident of Yuba County, and experience and training to pass upon matters pertaining to building and construction

**Meets:** As needed

**Compensation:** \$25 per day/meeting

John Guanzon, 12/16/2003

Thomas C. Stoller, 12/16/2003

Scott Slayton, 12/16/2003

Christina Pierce, 03/23/2004

Sarbdeep Atwal, 2/28/2012



### **IN-HOME SUPPORTIVE SERVICES (IHSS) ADVISORY COMMITTEE**

John Crocker, Adult Services Program Manager  
5730 Packard Avenue  
Marysville, CA 95901  
(530) 749-6371

Appointees: Up to 11, Two-year term

Qualifications: Resident of Yuba County and interest in serving persons with disabilities.

At least 50% of members must be current or past consumers of in-home personal assistance services, and two must be past or present IHSS care providers.

Meets: Quarterly

Ron Russell, 04/07/2009 – 09/10/2015  
Lucille Bryant, 09/13/2003 – 09/10/2015  
Claudia Hollis, 04/03/2012 – 04/03/2014

Opal Richardson, 08/11/2009 – 09/10/2015  
David Hantusch, 07/06/2010 – 09/11/2014  
Xia Lia Yang, 08/13/2013 – 08/13/2015

**5 VACANCIES – Two year term**

### **KEYSTONE CEMETERY DISTRICT**

Robert Roberts, Chairman  
P.O. Box 8  
Dobbins, CA 95935  
(530) 692-2408

Appointees: 3, Four-year term

Qualifications: Elector within Cemetery District

Meets: As needed

Dan Lucero, 12/06/2011 – 12/06/2015  
Morris Moody, 2/6/2007 – 05/08/2015

Robert W. Roberts, 03/17/2010 – 10/21/2018

### **LAW LIBRARY BOARD OF TRUSTEES**

County Counsel  
915 – 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901  
(530) 749-7565

**1 At-Large - SCHEDULED VACANCY**

Appointees: 2 (Board Chair or his designee and 1 At-Large Representative) One year terms ending the last meeting in January

Qualifications: Member of the California state bar or resident of the County

Meets: Second Tuesday of the month at noon at Department 7, Yuba County Courthouse, 215 5<sup>th</sup> Street

John Whidden, Designee Rep. 1/27/2015

### **LIBRARY ADVISORY COMMISSION**

<http://www.co.yuba.ca.us/Departments/Library/LibAdvisComm.aspx>

Sandeep Sidhu, Administration Supervisor  
Yuba County Library  
303 Second Street  
Marysville, CA 95901  
(530) 741-7380

Appointees: 7/5 members Concurrent with District Supervisor/1 Board of Supervisor (1 year term)/1 City of Marysville Council Member appointed by the City Council (1 year term)

Qualifications: Resident of Supervisorial District representing

Meets: 1<sup>st</sup> Thursday of every other month beginning in February

Supervisor Andy Vasquez, 1/22/2012 – 1/22/2014  
Steve Wigley, District One, 4/22/2014 - 12/31/2014  
Michael Paine, District Two, 01/20/2009 – 12/31/2016  
Charissa McClain, District Three, 01/11/2011 - 12/31/2016  
Pat Camarena, District Four, 06/15/2010 - 12/31/2016  
Sue Cejner-Moyers, District Five 01/09/2007 – 12/31/2014

**PEORIA CEMETERY DISTRICT**

[Peoria6240@yahoo.com](mailto:Peoria6240@yahoo.com)

Dolores McGuire, Secretary

P.O. Box 23

Browns Valley, CA 95918

(530) 749-8473

(530) 742-8674 – fax

Appointees: 3, Four-year term

Qualifications: Elector within the Cemetery District

Meets: 2<sup>nd</sup> Thursday of the second month of year quarterly at 7:00 p.m. at the Loma Rica Lions Club

Raymond G. Bradley, Jr., 09/09/2008 – 10/23/2016

Nancy Houser, 08/22/2004 – 09/10/2017

David Pietz, 4/22/2014 – 08/13/2017

**PLANNING COMMISSION**

<http://www.co.yuba.ca.us/Departments/Community%20Development/Planning/Default%20Pages/planningcommission.aspx>

Community Development

915 – 8<sup>th</sup> Street, Suite 123

Marysville, CA 95901

(530) 749-5470

Appointees: 5/4 year term concurrent with Supervisor expiring on the 2<sup>nd</sup> Tuesday following the first Monday in January

Qualifications: Each Supervisor shall appoint one member who shall be a resident of his/her supervisorial district.

Meets: 3rd and 4th Wednesday each month, 6:00 p.m., Board of Supervisors Chambers.

Compensation: \$75 per meeting pursuant to YCOC 11.05.110

Alyssa Lindman, District One, 01/11/2011 – 01/13/2015

Michele Barker, District Two, 02/03/2009 – 01/10/2017

Vera Correa, District Three 05-14-2013 – 01/10/2017

Randy Rasmussen, District Four, 10/01/2013 – 01/10/2017

Meldine Rodda, District Five 10/6/2009 – 01/13/2015

**PLUMAS LAKE SPECIFIC PLAN DESIGN REVIEW COMMITTEE**

<http://www.co.yuba.ca.us/departments/Community%20Development/Planning/Default%20Pages/plumaslakedesignreview.aspx>

Community Development

915 – 8<sup>th</sup> Street, Suite 123

Marysville, CA 95901

(530) 749-5430

Appointees: 5, One Year

Qualifications: Three members shall demonstrate combination of technical knowledge, training or experience architectural, urban planning, landscape, civil engineering and or art or architectural history. Two members shall be residents of the Plumas Lake Specific Plan area.

Meets: As needed on 1<sup>st</sup> Thursday of the month at 5:30 p.m. in Board of Supervisors Chambers

David Villanueva, Resident Rep., 01/10/2012 – 02/26/2014

Donald Rae, Resident Rep., 01/08/2008 – 08/13/2014

Patrick Osborne, Technical Rep., 12/10/2013 – 12/10/2014

James F. Purcell, Resident Rep., 08/12/2014 – 08/12/2015

Carla Lemon-Wilcoxon, Technical Rep., 2/11/2014 – 2/11/2015

**REDEVELOPMENT AGENCY OVERSIGHT BOARD (Yuba County)**

Sean Powers, Director of Finance and Administration

Community Development

915 – 8<sup>th</sup> Street, Suite 123

Marysville, CA 95901

(530) 749-5430

Appointees: 1 Board appointed, serves at pleasure of the Board

Qualifications: County resident

Meetings: 3:30 p.m. on the 4<sup>th</sup> Tuesday of March, June, and September. (Special meetings as needed)

Dennis Ayres, 6/24/2014

**REDEVELOPMENT AGENCY OVERSIGHT BOARD (City of Marysville)**

Billie Fangman, Marysville City Clerk  
526 C Street  
Marysville, CA 95901  
(530) 749-3901

**ONE VACANCY**

Appointees: 1 Board appointed, serves at pleasure of the Board  
Qualifications: City or county resident  
Meetings: As needed

**RESOURCE CONSERVATION DISTRICT**

<http://www.co.yuba.ca.us/ycrcd/>  
1511 Butte House Road, Ste. B  
Yuba City, CA 95993  
(530) 674-1461 x 3

**1 SCHEDULED VACANCIES – TERM EXPIRES 11/30/2016**  
**1 UNSCHEDULED VACANCY – TERM EXPIRES 11/30/2014**

Appointees: 5, Four-year term of office ending November 30 of even numbered years  
Qualifications: Landowner in Reclamation District (Entire County except for cities of Wheatland and Marysville) and endorsement from 10 Yuba County registered voters  
Meets: Normally on the 3<sup>rd</sup> Tuesday of the month at 2:00 p.m. at Yuba County Government Center Agriculture Commissioner Conference Room.

Robert Mathews, 03/22/2011 – 11/30/2014  
Gary Hawthorne, 10/21/2014 – 11/30/2016

Gerald Norene, 03/22/2011 – 11/30/2014

**RESOURCE/DEVELOPMENT CODE ADVISORY COMMITTEE**

<http://www.yubazoningupdate.org/AdvisoryCommittee.aspx>  
Wendy Hartman  
915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901  
(530) 749-5470

Appointees: 7 – 1 from each Supervisorial District and 2 Planning Commissioners. Term Ends upon approval of Updated Code  
Qualifications: Resident of District and consideration given to applicants with personal or professional experience in the fields of planning, land use, building, environmental sciences  
Meets: As needed

Richard Reiss, District 1, 12/6/2011  
Dawn Foster, District 3, 2/11/2014  
Charlie Sexton, District 5, 12/6/2011  
Vera Correa, Planning Commission Alternate

G. Michael Paine, District 2, 12/6/2011  
Johanna Lassage, District 4, 2/11/2014  
Alyssa Lindman, Planning Commission

**SMARTSVILLE CEMETERY DISTRICT**

P.O. Box 198  
Smartville, CA 95977  
(530) 713-5947

**ONE SCHEDULED VACANCY – FOUR YEAR TERM**

Appointees: 3, Four-year term

Qualifications: Elector within Cemetery District

Meets: As needed

Leanna Beam, 06/12/2001 – 08/27/2017

Rita Ann Goss, 6/19/2012 – 06/19/2016

**STRAWBERRY VALLEY CEMETERY DISTRICT**

Mary L. Lauck, Secretary  
P.O. Box 395  
Strawberry Valley, Ca 95981  
(530) 675-2340

Appointees: 3, Four-year term

Qualifications: Elector within Cemetery District

Meets: As needed

James Parnell, 03/23/2010 – 05/20/18  
Autumn Meadow, 09/16/2014 – 09/16/2018

Cynara (Lea) Barthelmes, 05/02/2006 – 7/22/2018

**SUTTER-YUBA MOSQUITO & VECTOR CONTROL DISTRICT**

[http://sutter-yubamvcd.org/Board\\_of\\_Trustees.asp](http://sutter-yubamvcd.org/Board_of_Trustees.asp)

Ronald McBride, Manager

P.O. Box 726

Yuba City, CA 95992

(530) 674-5456

Appointee: 1, Two-year or Four-year term at the discretion of the Board of Supervisors

Qualifications: Elector and resident of portion of County which is within District

Meets: Second Thursday of each month at 4:30 p.m. at District office

Compensation: \$100 per meeting in lieu of expenses

Erica O. Jeffrey, 01/15/2013 – 12/31/2016

**WHEATLAND CEMETERY DISTRICT**

Holly Welch, Secretary

PO Box 281

Wheatland, CA 95692

(530) 633-4333

Appointees: 5, Four-year term

Qualifications: Elector within Cemetery District

Meets: As needed

Patricia Agles, 5/15/2012 – 7/22/2018

Robert Bradshaw, 11/13/2012 – 11/18/2016

Roy Crabtree, 8/13/2013 – 8/13/2016

David C. Creps, 12/06/2011 – 12/06/2015

Debra J. Coker, 07-09-2013 – 07-09-2017

**YOUTH COMMISSION**

Clerk of the Board of Supervisors

915 8<sup>th</sup> St. Ste. 109

Marysville, CA 95901

(530) 749-7510

Appointees: 11 one year terms beginning July 1 and ending June 30. Each Board member appoints two District representatives, initially one each to a one year and two year term. Board Liaison appoints one at large member.

Qualifications: Yuba County Resident and/or Supervisorial District; at least 12 years of age entering the eighth (8<sup>th</sup>) through twelfth (12<sup>th</sup>) grade of school at the time of appointment; have an interest in the needs of young people in Yuba County.

Meets: Second and Fourth Monday of every month at 5:30 p.m. in Board Chambers at the Yuba County Government Center. The Youth Commission shall meet at least once a month except during the months of June through August.

John Nicoletti, Board Liaison

**2 Vacancies -District Two**

**2 Vacancies -District Five**

**2 Vacancies -District Three**

**1 At-Large Representative**

**2 Vacancies -District Four**

# *The County of Yuba*

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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** Child Care Planning Council – Public Agency Representative  
**Date:** December 16, 2014

## **Recommendation**

Appoint Ann Soliday to the Child Care Planning Council of Yuba and Sutter Counties as the Public Agency representative for a term ending September 30, 2015.

## **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 and updated bi-monthly. This is an unscheduled vacancy due to the resignation of Ms. Cynthia Sodari in March 2014. One application for appointment has been received from Christina May and is attached along with a recommendation from the Council.

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

## **Fiscal Impact**

None due to appointment.

## **Committee Action**

Brought directly to the Board for consideration.



**Child Care  
Planning Council**  
of yuba and sutter counties

1104 E Street  
Marysville, CA 95901  
Phone: (530) 749-4040  
Fax: (530) 749-3279

# Memorandum

**Date:** December 16<sup>th</sup>, 2014

**To:** Yuba County Board of Supervisors

**From:** Tonya K. Byers, Coordinator  
Child Care Planning Council of Yuba & Sutter Counties

**RE:** Appointment to the Child Care Planning Council

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**RECOMMENDATION:** The Council is recommending that the Board of Supervisors consider the appointing Ann Soliday to the Public Agency position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2015

**BACKGROUND:** The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

**DISCUSSION:** The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

**COMMITTEE ACTION:** No committee has reviewed the request.

**FISCAL IMPACT:** None



# Child Care Planning Council

of yuba and sutter counties

## CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name Ann Soliday  
Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Agency \_\_\_\_\_ Title \_\_\_\_\_  
Business Address 5730 Packard Ave City Marysville Zip 95901  
Day Phone (530) 749-6785 Fax (530) 749-6397 E-Mail asoliday@co.yuba.ca.us

### A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

☐ **1. Consumer of Child Care Services**-using child care or have used it within the past 36 months.  
Are you currently receiving child care? ☐ Yes ☐ No Date last used it: \_\_\_\_\_  
Name of Provider \_\_\_\_\_ City \_\_\_\_\_

☐ **2. Child Care Provider**-please check the type of care you provide:  
☐ a) Licensed family child care provider (# of children licensed for \_\_\_\_\_)  
☐ b) Licensed & publicly funded child care center (# of children licensed for \_\_\_\_\_)  
Center Name \_\_\_\_\_ City \_\_\_\_\_  
☐ c) Licensed, private for profit, or private non profit child care center (# of children \_\_\_\_\_)  
Center Name \_\_\_\_\_ City \_\_\_\_\_  
☐ d) License exempt child care provider (# of children licensed for \_\_\_\_\_)  
Program Name if applicable \_\_\_\_\_

☐ **3. Community Representative**-excluding agencies that contract with the California Department of Education to provide child care and development services.  
Organization \_\_\_\_\_  
Location of Agency \_\_\_\_\_ Service Area \_\_\_\_\_

☒ **4. Public Agency Representative**-including city, county, and local education agencies.  
Agency Yuba County Health and Human Services Department City Marysville

☐ **5. Discretionary Category**-Please describe  
\_\_\_\_\_

**B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION**

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

- ☒ White (includes Indo-European, Pakistani, East Indian)  
☐ Black (includes African, Jamaican, Trinidadian, and West Indian)  
☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)  
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)  
☐ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)  
☐ Filipino (includes only Filipino)  
☐ Other \_\_\_\_\_

**C. MEMBERSHIP RESPONSIBILITIES** – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

☒ Yes ☐ No

**D. INVOLVEMENT**–Please describe related organizations with which you are currently involved.

TPCC, Yuba County MCAH

**E. APPLICANT INTERESTS** – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

Interested in enhancing health and well-being of Yuba County children, as a public health nurse and as MCAH coordinator for Yuba County

Have you ever been convicted of a felony? ☐ Yes ☒ No  
(A felony conviction may preclude you from service)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature A. Holiday Date 9/10/14

Mail or Fax the application to: Child Care Planning Council 1104 E Street, Marysville, CA 95901

Fax: 530-749-3279

For more information call 530-749-4040

**FOR OFFICE USE ONLY:** The Council recommends appointment \_\_\_\_ Yes \_\_\_\_ No





1104 E Street  
Marysville, CA 95901  
Phone: (530) 749-4040  
Fax: (530) 749-3279

# Memorandum

**Date:** December 16, 2014

**To:** Yuba County Board of Supervisors

**From:** Tonya K. Byers, Coordinator  
Child Care Planning Council of Yuba & Sutter Counties

**RE:** Membership Self-Certification for Child Care Planning Council

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**RECOMMENDATION:** Board of Supervisors to approve the Certification Statement Regarding Composition of Local Planning Council (LPC) Membership and authorize the Chairman of the Board to sign.

**BACKGROUND:** In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met.

**DISCUSSION:** The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council. The submission of the Certification Statement Regarding Composition of the LPC is required annually by the State Department of Education, Child Development Division.

**COMMITTEE ACTION:** No committee has reviewed the request because it is annually reviewed and recertified.

**FISCAL IMPACT:** None

Attachments

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**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
Child Development Division  
Local Planning Council Consultant  
1430 N. Street, Suite 3410  
Sacramento, CA 95814

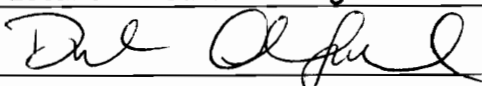
**Due Date:**

**Annually on January 20**

Please complete all information requested below:

County Name:  Yuba County	County Coordinator Name and Telephone Number:  Tonya K. Byers ~ (530) 749-4041
<b>Membership Categories</b>	
<b>20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)</b>	
Name of Representative	Address/Telephone Number
Appointment Date and Duration	
Vacant	October 1, 2012 – September 30, 2015
Vacant	October 1, 2013 – September 30, 2016
<b>20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)</b>	
Name of Representative	Address/Telephone Number
Appointment Date and Duration	
Jodie Keller	1128 Yuba Street Marysville, CA 95961 530-741-2295
October 1, 2012 – September 30, 2015	
Kathy Woods	1919 B Street Marysville, CA 95901 530-749-6162
October 1, 2013 – September 30, 2016	
<b>20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)</b>	
Name of Representative	Address/Telephone Number
Appointment Date and Duration	
Leslie Cena	935 14 <sup>th</sup> Street Marysville, CA 95901 530-749-4871
October 1, 2012 – September 30, 2015	
Christina May	2125 East Onstott Road Yuba City, CA 95991 530-673-1460
October 1, 2012 – September 30, 2015	

Membership Categories		
<b>20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)</b>		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Denice Burbach	2088 North Beale Road Marysville, CA 95901 530-741-6926	October 1, 2013 – September 30, 2016
Donna Greist	6249 C Street Beale AFB, CA 95903 530-634-4984	October 1, 2013 – September 30, 2016
<b>20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)</b>		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Lena Westman	900 Olive Street Wheatland, CA 95692 530-633-9369	October 1, 2013 – September 30, 2016
Vacant		October 1, 2013 – September 30, 2016

<b>Authorized Signatures</b>		
<p>We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of <u>December 2, 2014</u> the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California <i>Education Code</i> Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.</p>		
Authorized Representative - County Board of Supervisors	Telephone Number	Date
	530-749-7510	
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	530-749-4845	
Local Child Care Planning Council Chairperson	Telephone Number	Date
	530-674-1885, ext. 109	12/2/2014

# *The County of Yuba*

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**Office of Clerk of the Board of Supervisors**

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555-14

**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** Fish and Game Advisory Commission – Youth Representative

**Date:** December 16, 2014

## **Recommendation**

Appoint Cara Irwin to the Yuba County Fish and Game Advisory Commission as the Youth Representative for a term to end December 16, 2015.

## **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 and updated bi-monthly. The youth representative has been vacant since September of 2013. Miss Cara Irwin has submitted an application and meets the age qualifications to serve. The application was provided to the Fish and Game Advisory Commission, and the Agriculture Commissioner has confirmed her attendance at a Commission meeting.

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

## **Fiscal Impact**

None. Committee service is voluntary.

## **Committee Action**

None.

attachments

# The County of Yuba

RECEIVED

NOV 10 2014



Application for Board/Commission/Committee  
Appointed by the Board of Supervisors

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510

BOARD/COMMISSION/COMMITTEE  
ON WHICH YOU WOULD LIKE TO SERVE:

Yuba County Youth Fish and Game

APPLICANT NAME

Cara Irwin

MAILING ADDRESS  
(Street/P.O. Box, City, Zip)

[REDACTED]

PHYSICAL ADDRESS  
(Street, City, Zip)

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER

REASONS YOU WISH TO  
SERVE ON THIS BODY:

I would love to be more involved in the  
community and help with the wildlife.

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU  
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF  
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE

Cara Irwin  
SIGNATURE

11-10-14  
DATE

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE MENTIONED BODY. APPLICANT NOTIFIED
- ☐ APPLICANT APPOINTED
- ☐ OTHER

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://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

### FINANCE AND ADMINISTRATION

749-5430 • Fax 749-5434

December 16, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: RESOLUTION TO APPROVE SUBMITTAL OF AN APPLICATION TO THE FEDERAL HIGHWAY ADMINISTRATION FOR HAMMONTON-SMARTSVILLE ROAD AND TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE THE GRANT AND ANY REALATED DOCUMENTS FOR THE ADMINISTRATION OF THE GRANT.

### RECOMMENDATION:

Adopt the attached resolution regarding submittal of an application to the Federal Highway Administration for improvements to Hammonton-Smartsville Road and authorize the Public Works Director to execute the Grant and administer the project.

### BACKGROUND:

The Federal Moving Ahead for Progress in the 21<sup>st</sup> Century Act (Map-21) provides funds for work on public highways, roads, bridges, trails, and transit systems that are located on, are adjacent to, or provide access to Federal Lands through the Federal Lands Access Program (FLAP). Beale Air Force Base (Beale AFB) is one of the largest federal lands within Yuba County.

Public Works, through many grant programs, has improved the access to 4 of the 5 access routes to Beale AFB over the last 20 years.

Hammonton-Smartsville Road is the last access route to Beale AFB that is in need of improvements to bring the roadway up to current standards. Currently, Hammonton-Smartsville Road has a weight limit of 22 tons between Doolittle Road and State Route 20 due to inadequate roadway structural section.

### DISCUSSION:

Public Works has secured funding for 4 roadway segments on Hammonton-Smartsville Road between Doolittle Road and Chuck Yeager Road to widen and improve the roadway. The proposed application would provide funds to improve the final segment of Hammonton-Smartsville Road between Doolittle Road and Chuck Yeager Road that does not have identified funding. The proposed project would widen the shoulders and improve the structural section of the roadway for approximately 2.9 miles.

FISCAL IMPACT:

The estimated project cost is \$3,500,000, which FHWA will provide 88.53% of the project's costs. The County's portion of the project is estimated at \$400,000, which will be covered by the Road Fund.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed because of the available Board meetings that are scheduled prior to application deadline.



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

**APPROVE THE SUBMITTAL OF AN )  
APPLICATION TO THE FEDERAL )  
HIGHWAY ADMINISTRATION FOR )  
HAMMONTON-SMARTSVILLE ROAD )  
AND TO AUTHORIZE THE PUBLIC )  
WORKS DIRECTOR TO EXECUTE )  
THE GRANT AND ANY RELATED )  
DOCUMENTS FOR THE )  
ADMINISTRATION OF THE GRANT )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Federal Lands Access Program (FLAP) provides funds for work on public highways, roads, bridges, trails, and transit systems that are located on, are adjacent to, or provide access to Federal Lands. FLAP is a new program created under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21); and

**WHEREAS**, Beale Air Force Base is Federal land that is within the boundaries of Yuba County; and

**WHEREAS**, Hammonton-Smartsville Road is a County maintained road that provides direct access to Beale Air Force Base.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors authorizes the submittal of a FLAP application to the Federal Highway Administration for improvements to Hammonton-Smartsville Road; and

**BE IT FURTHER RESOLVED** that if the project is selected, the County of Yuba will commit to providing sufficient funds for the project when requested by the Federal Highway Administration, or their agents, and will provide sufficient maintenance funds for Hammonton-Smartsville Road for a period of 20 years or for the life of the facility, whichever is greater; and,

////

////

////

**BE IT FURTHER RESOLVED** that the Public Works Director, or his designee, is hereby authorized and empowered to execute in the name of the County of Yuba all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved project.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:  
ANGIL MORRIS-JONES  
COUNTY COUNSEL

  
\_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



557-14

**BUILDING**  
749-5440 • Fax

**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

December 16, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for Spring Valley Road over Browns Valley Ditch Bridge Replacement Project

### RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of January 27, 2015. The Specifications are available for review at Public Works.

### BACKGROUND:

This project will entail replacing the bridge and bridge approaches on Spring Valley Road crossing Browns Valley Ditch. The project is fully funded through the HBP program utilizing state Toll Credits for the local match.

### DISCUSSION:

The work in general will consist of removing the old bridge and replacing it with a wider concrete structure and reconstructing the roadway approaches.

The engineer's estimate for construction and construction engineering costs are projected to be approximately \$1,187,000. The project is expected to be completed by October 2015.

### COMMITTEE ACTION:

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

### FISCAL IMPACT:

The project is being fully funded with Federal-aid money through the Highway Bridge Program (HBP) with no local match required.

COUNTY OF YUBA DEPARTMENT OF PUBLIC WORKS  
PROJECT PLANS FOR CONSTRUCTION OF THE  
SPRING VALLEY ROAD OVER BROWNS VALLEY  
DITCH BRIDGE REPLACEMENT

FEDERAL HIGHWAY BRIDGE PROGRAM PROJECT  
FEDERAL AID PROJECT BRLO5916(093)  
BRIDGE NO. 16C-0083

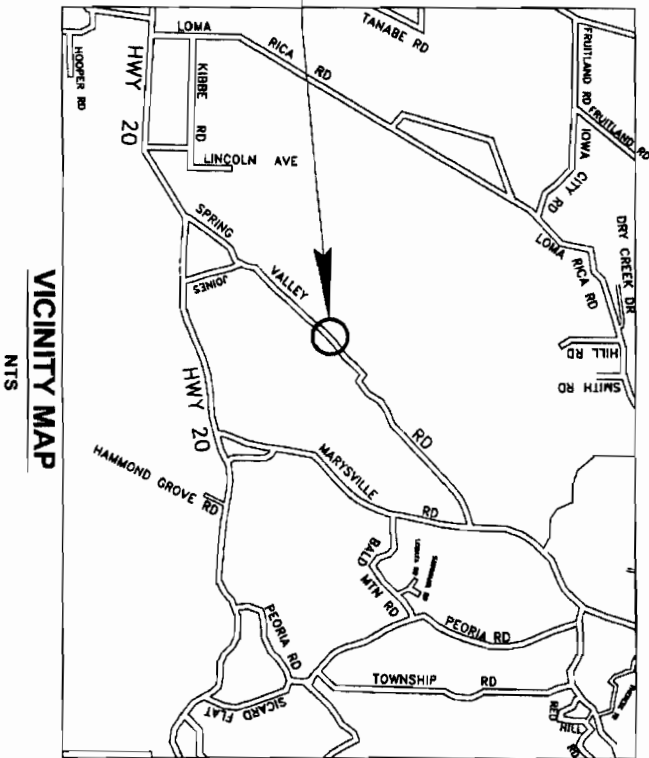
TO BE SUPPLEMENTED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
STANDARD PLANS, STANDARD SPECIFICATIONS, AND REVISED STANDARD SPECIFICATIONS DATED 2010  
AND YUBA COUNTY STANDARD PLANS DATED JANUARY 11, 2010

INDEX OF SHEETS

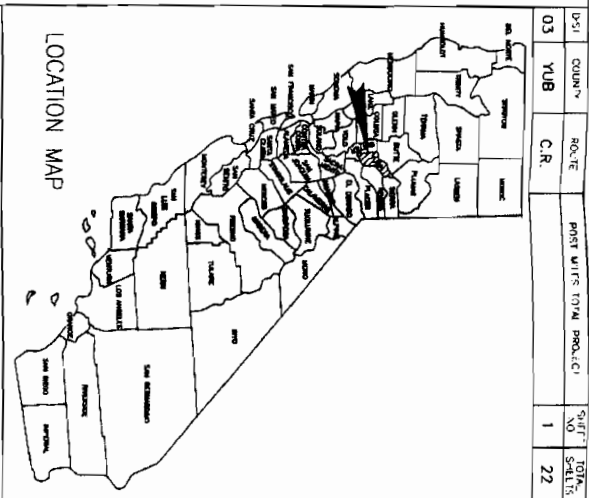
SHEET NO.	DRAWING	TITLE
1	T-1	TITLE SHEET
2	N-1	GENERAL NOTES
3	X-1	TYPICAL SECTIONS & CONSTRUCTION DETAILS
4-5	L-1, L-2	PLAN AND PROFILE
6	L-3	TEMPORARY DETOUR PLAN
7	D-1	DRAINAGE PLAN
8	EC-1	EROSION CONTROL
9	WPC-1	CONCEPTUAL WATER POLLUTION CONTROL PLAN
10	CS-1	CONSTRUCTION AREA SIGN PLAN
11	RD-1	STRIPING & SIGN PLAN
12	RSP-1	ROCK SLOPE PROTECTION
13	GP	GENERAL PLAN
14	DC	DECK CONTOURS
15	FP	FOUNDATION PLAN
16	AL	ABUTMENT LAYOUT
17	AD	ABUTMENT DETAILS
18	TS	TYPICAL SECTION & DECK REINFORCEMENT
19	SRD	SLAB REINFORCEMENT DETAILS
20		STRUCTURE APPROACH TYPE EQ(10)
21		STRUCTURE APPROACH DRAINAGE DETAILS
22		LOG OF TEST BORINGS
1	WD-1	WATER DIVERSION - 54" CULVERT REPLACEMENT

CALTRANS STANDARD PLANS DATED 2010  
Standard Detail Sheet No.  
Detail No.

LOCATION OF CONSTRUCTION  
SPRING VALLEY ROAD BRIDGE  
BR. NO. 16C-0083



VICINITY MAP  
NTS



County of Yuba Department of Public Works  
915 Eighth Street, Suite 125  
Marysville, CA 95901

BENCHMARK  
600 MAIL - CONTROL POINT  
PT# 11  
N 2215480.6920  
E 6719009.5840  
EL 133.26  
DATUM INFORMATION  
HORIZONTAL DATUM: NAD83  
VERTICAL DATUM: NAVD83

DATE  
YUBA COUNTY BOARD OF SUPERVISORS, CHAIRMAN  
W. CHASE LEE, P.E.  
YUBA COUNTY DIRECTOR OF PUBLIC WORKS  
RCL 55795 EXP 12/31/14  
12/4/14



County Project No. 6016

DATE: December 16, 2014  
 TO: YUBA COUNTY BOARD OF SUPERVISORS  
 FROM: MICHAEL LEE, COUNTY SURVEYOR  
 SUBJ: FINAL MAP UNDER REVIEW PENDING APPROVAL

\*\*\*\*\*

## NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Subdivision Ordinance §11.15.440 and §11.15.445, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval and acceptance of offers of dedications:

### Tract Map No. 2011-0001 (TSTM 2010-0001)


For  
**Albert J. Cote and Lucille G. Cote**  
**Husband and Wife as joint tenants**

This map is a subdivision of APN 005-390-042, being a developed 17.72 acre parcel along Spring Valley Road about  $\frac{3}{4}$  miles southeast of Marysville Road, creating three parcels; a 7.64 acre parcel with the existing improvements, and two undeveloped 5± acres parcels. This map was initially applied for as a Parcel Map, but due to a previous subdivision of contiguous property by the same owner, this project did not meet the requirement of four or fewer lots for a Parcel Map and was processed as a Tract Map.

There is an offer of dedication, which will be accepted, for a drainage easement which follows the course of existing natural drainages.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2010-0001.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

  
 \_\_\_\_\_  
 Michael Lee, County Surveyor

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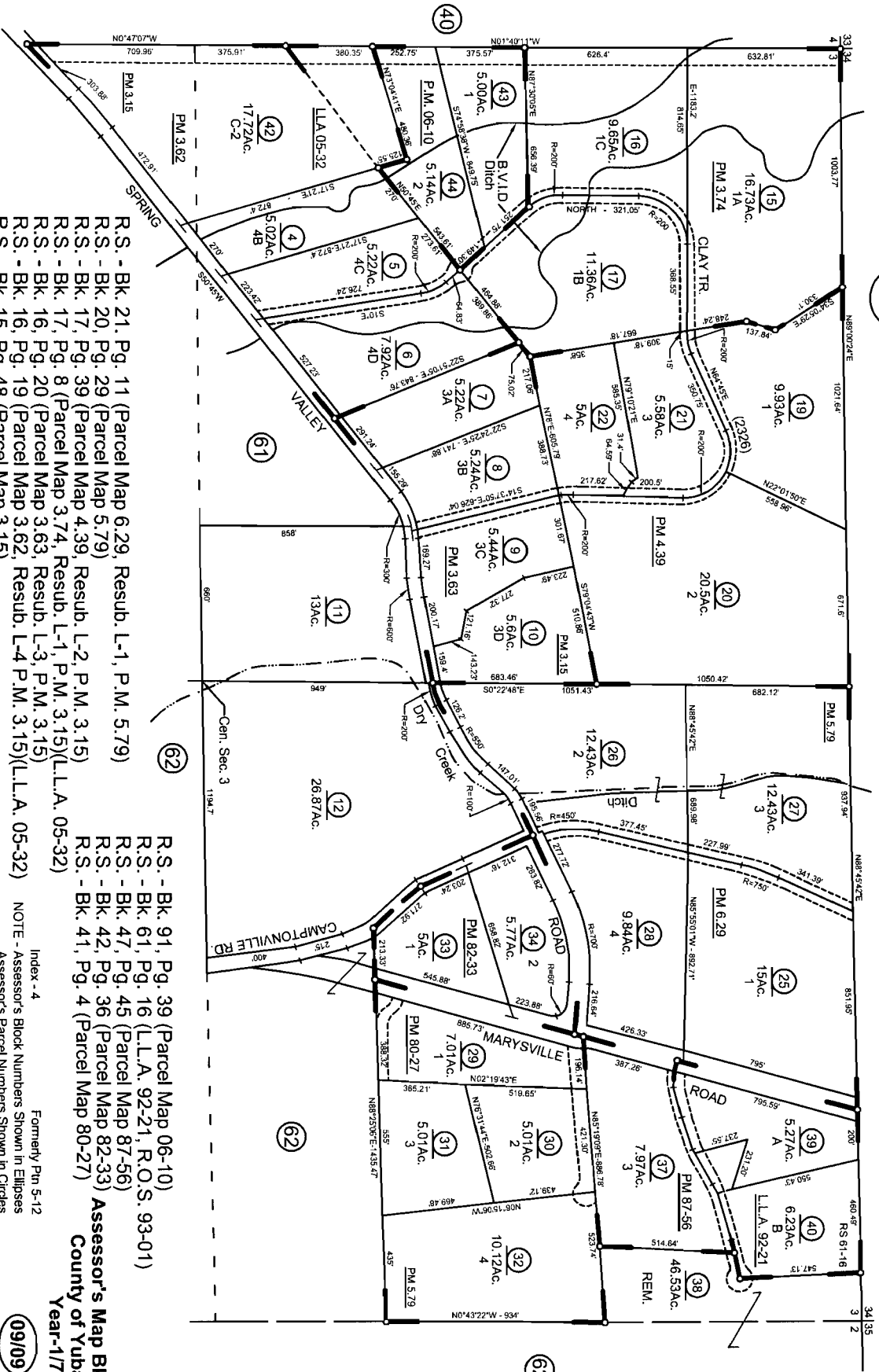
POR. SEC. 3, T.16N., R.5E., M. D. B. & M.

Tax Area Code  
64-129

5-39

Bk.40  
Pg.30

Bk.40  
Pg.34



NOTE: This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

- Index - 4  
Formerly Pin 5-12  
Assessor's Parcel Numbers Shown in Ellipses  
Assessor's Map Bk. 5, Pg. 39  
County of Yuba, Calif.  
Year-1/75
- R.S. - Bk. 21, Pg. 11 (Parcel Map 6-29, Resub. L-1, P.M. 5.79)
  - R.S. - Bk. 20, Pg. 29 (Parcel Map 5.79)
  - R.S. - Bk. 17, Pg. 39 (Parcel Map 4.39, Resub. L-2, P.M. 3.15)
  - R.S. - Bk. 17, Pg. 8 (Parcel Map 3.74, Resub. L-1, P.M. 3.15)(L.L.A. 05-32)
  - R.S. - Bk. 16, Pg. 20 (Parcel Map 3.63, Resub. L-3, P.M. 3.15)
  - R.S. - Bk. 16, Pg. 19 (Parcel Map 3.62, Resub. L-4 P.M. 3.15)(L.L.A. 05-32)
  - R.S. - Bk. 15, Pg. 48 (Parcel Map 3.15)
  - R.S. - Bk. 91, Pg. 39 (Parcel Map 06-10)
  - R.S. - Bk. 61, Pg. 16 (L.L.A. 92-21, R.O.S. 93-01)
  - R.S. - Bk. 47, Pg. 45 (Parcel Map 87-56)
  - R.S. - Bk. 42, Pg. 36 (Parcel Map 82-33)
  - R.S. - Bk. 41, Pg. 4 (Parcel Map 80-27)

09/09

- NOTES:**
1. ADDITIONAL INFORMATION DOCUMENTS, CERTIFICATES, STATEMENTS, ACKNOWLEDGMENTS FOR TRACT MAP 2011-0001 FILED CONCURRENTLY AT DOCUMENT No. \_\_\_\_\_ OFFICIAL RECORDS OF YUBA COUNTY.
  2. THERE IS NO ASSURANCE THAT UNDERGROUND WATER SOURCES EXIST WITHIN THE LIMITS OF THE HEREON SHOWN PARCELS WHICH WILL BE ADEQUATE IN SUFFICIENT QUANTITY OR QUALITY TO MEET FUTURE NEEDS. DEVELOPER(S) OF THE PARCELS HEREIN CREATED WILL BE RESPONSIBLE FOR DEMONSTRATING THAT ADEQUATE ON-SITE WATER IS AVAILABLE FOR THE PROPOSED USE OF THE PARCELS.
  3. ALL FUTURE STRUCTURES MUST MAINTAIN A 30 FOOT SETBACK FROM ALL PROPERTY LINES AND A 50 FOOT SETBACK FROM ALL SEASONAL DRAINAGE AREAS AND PONDS.

**ACREAGE:**  
17.72 ACRES

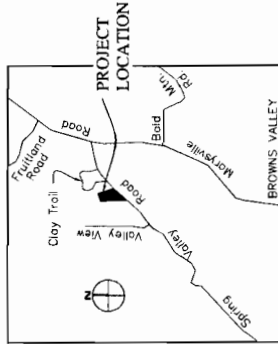
### SOILS CERTIFICATE

A PRELIMINARY SOILS REPORT IS ON FILE IN THE OFFICES OF LAUGHLIN AND SPENCE, YUBA CITY, CALIFORNIA, AND THE YUBA COUNTY DEPARTMENT OF PUBLIC WORKS.

### TRACT MAP APPROVAL AND DEDICATION STATEMENT

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.15.445, CHAPTER 11.15 OF TITLE XI OF THE YUBA COUNTY ORDINANCE CODE, HEREBY FINDS THE FINAL MAP FOR TRACT MAP NO. 2011-0001 TO BE IN ACCORDANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP AND THEREFORE HEREBY APPROVES THE WITHIN FINAL MAP OF TRACT MAP NO. 2011-0001. THE UNDERSIGNED OFFICER ALSO ACCEPTS ON BEHALF OF THE PUBLIC THE IRREVOCABLE OFFER OF DEDICATION OF ITEM 1 AS STATED IN THE OWNER'S STATEMENT ON THE FINAL MAP OF TRACT MAP NO. 2011-0001. IN THE ACCEPTANCE OF SUCH OFFER OF DEDICATION, THE COUNTY OF YUBA DOES NOT ASSUME ANY RESPONSIBILITY FOR THE MAINTENANCE OF SUCH EASEMENT.

MICHAEL GLEN LEE, COUNTY SURVEYOR, YUBA COUNTY DATE \_\_\_\_\_



**VICINITY MAP**  
N.T.S.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AL COTE IN DECEMBER, 2011. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE \_\_\_\_\_

JEFF W. SPENCE  
LS 7414



### COUNTY SURVEYOR'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TRACT MAP #2011-0001, THAT THE MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARED ON THE TENTATIVE MAP, AND THAT I AM SATISFIED THE MAP IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

MICHAEL GLEN LEE  
LS 7853  
COUNTY SURVEYOR - YUBA COUNTY



### RECORDER'S CERTIFICATE

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF AL COTE.

TERRY A. HANSEN  
YUBA COUNTY RECORDER

FILE NO. \_\_\_\_\_ BY: \_\_\_\_\_ DEPUTY

FEE PD. \$ \_\_\_\_\_

## TRACT MAP 2011-0001 (TSTM 2010-0001) FOR AL COTE

BEING A SUBDIVISION OF LOT C-2 OF LLA 2005-0032, ALSO BEING PARCEL 4A OF PARCEL MAP NO. 3.62, FILED IN BOOK 16 OF MAPS, PAGE 19, YUBA CO. OFFICIAL RECORDS AND A PORTION OF PARCEL 1D OF PARCEL MAP NO. 3.74, FILED IN BOOK 17 OF MAPS, PAGE 8, YUBA CO. OFFICIAL RECORDS, ALSO BEING A PORTION OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN.

YUBA COUNTY, CALIFORNIA

FEBRUARY, 2012

PREPARED BY:  
LAUGHLIN AND SPENCE 1008 LIVE OAK BLVD. YUBA CITY, CA 95991 JOB # 007612

SHEET 1 OF 3



TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, AS TRUSTEE, NAMED IN THE CERTAIN DEED OF TRUST FILED AS INSTRUMENT NO. 2005R-029765 OF OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA ON JUNE 24, 2005, AND LATER AMENDED AND MODIFIED AND FILED AS INSTRUMENT NO. 2005R-029764 OF OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA ON DECEMBER 1, 2005. HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP. FURTHERMORE, THE SAID TRUSTEE HEREBY RECONVEYS, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, EXPRESSED OR IMPLIED ALL THE ESTATE, TITLE, AND INTEREST ACQUIRED BY TRUSTEE UNDER SAID DEED OF TRUST, THAT PORTION OF THE REAL PROPERTY SHOWN AS ITEM 1 IN THE OWNER'S OFFER OF DEDICATION.

PLACER TITLE COMPANY

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

PRINT NAME

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY'S NAME \_\_\_\_\_

PRINCIPLE PLACE OF BUSINESS (COUNTY) \_\_\_\_\_

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, AS TRUSTEE, NAMED IN THE CERTAIN DEED OF TRUST FILED AS INSTRUMENT NO. 2005R-016673 OF OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA ON JULY 20, 2005, AND LATER AMENDED AND MODIFIED AND FILED AS INSTRUMENT NO. 2005R-029765 OF OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA ON DECEMBER 1, 2005, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP. FURTHERMORE, THE SAID TRUSTEE HEREBY RECONVEYS, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, WITHOUT WARRANTY, EXPRESSED OR IMPLIED ALL THE ESTATE, TITLE, AND INTEREST ACQUIRED BY TRUSTEE UNDER SAID DEED OF TRUST, THAT PORTION OF THE REAL PROPERTY SHOWN AS ITEM 1 IN THE OWNER'S OFFER OF DEDICATION.

FIRST AMERICAN TITLE INSURANCE COMPANY

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

PRINT NAME

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY'S NAME \_\_\_\_\_

PRINCIPLE PLACE OF BUSINESS (COUNTY) \_\_\_\_\_

OWNER'S STATEMENT

WE, ALBERT J. COTE AND LUCILLE G. COTE, HUSBAND AND WIFE AS JOINT TENANTS, BEING THE PERSONS HAVING RECORD TITLE INTEREST IN THE HEREON SUBDIVIDED LANDS HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP AND OFFER FOR DEDICATION AND PARTICIPATE IN SAID OFFER OF DEDICATION, AND DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE FOLLOWING:

1. MEANDERING DRAINAGE EASEMENTS (M.D.E.) FOR THE FLOWAGE OF DRAINAGE WATERS ALONG THE NATURAL DRAINAGE COURSES OR SWALES, THE CENTERLINES OF WHICH ARE INDICATED ON THIS FINAL MAP.

ALBERT J. COTE \_\_\_\_\_

LUCILLE G. COTE \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY'S NAME \_\_\_\_\_

PRINCIPLE PLACE OF BUSINESS (COUNTY) \_\_\_\_\_

TRACT MAP 2011-0001 (TSTM 2010-0001) FOR AL COTE

BEING A SUBDIVISION OF LOT C-2 OF LLA 2005-0032, ALSO BEING PARCEL 4A OF PARCEL MAP NO. 3.62, FILED IN BOOK 16 OF MAPS, PAGE 19, YUBA CO. OFFICIAL RECORDS AND A PORTION OF PARCEL 1D OF PARCEL MAP NO. 3.74, FILED IN BOOK 17 OF MAPS, PAGE 8, YUBA CO. OFFICIAL RECORDS, ALSO BEING A PORTION OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN.

YUBA COUNTY, CALIFORNIA

FEBRUARY, 2012

PREPARED BY: LAUSHUN AND SPENCE 1008 LUE OAK BLVD. YUBA CITY, CA 95991 JOB # 007612

SHEET 2 OF 3

# MEANDERING DRAINAGE EASEMENTS

NOTES:

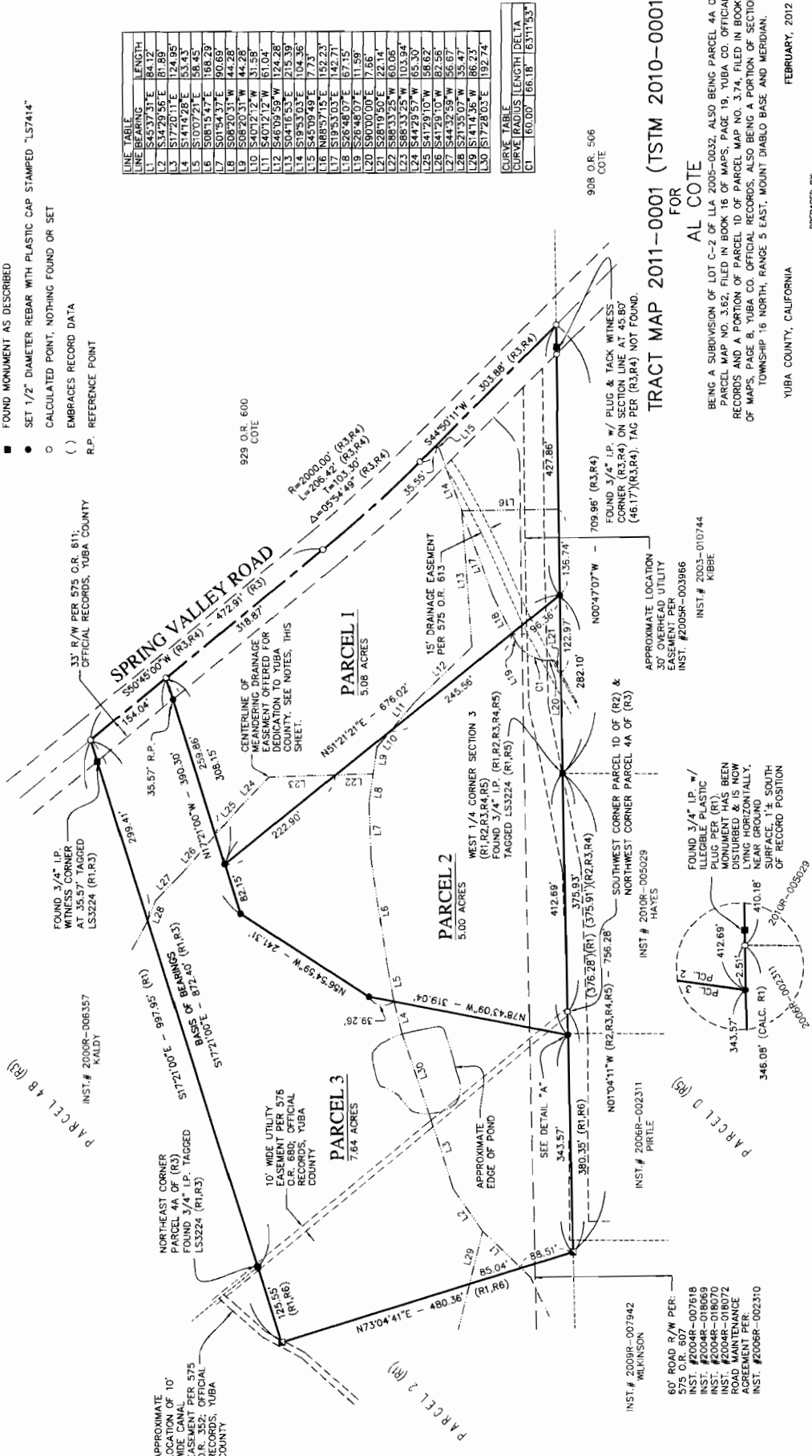
1. WIDTHS OF MEANDERING DRAINAGE EASEMENTS (M.D.E.) PER THIS MAP ARE AS FOLLOWS:  
\* COURSES L4 THROUGH L13: 50.00' WIDE.  
\* ALL OTHER COURSES: 20.00' WIDE.
2. SPECIFIED WIDTH SHALL BE EQUAL DISTANCE ON EACH SIDE OF CENTERLINE IDENTIFIED AS SHOWN ON THIS MAP.

# BASIS OF BEARINGS

THE EAST LINE OF PARCEL 4A OF PARCEL MAP NO. 3.62 BEARING S172°00'E PER (R1 & R3), BASED UPON FOUND MONUMENTS.

# LEGEND

- (R1) BOOK 91 MAPS, PAGE 39; P.M. 08-10, YUBA CO. OFFICIAL RECORDS
- (R2) BOOK 17 MAPS, PAGE 08; P.M. 3.74, YUBA CO. OFFICIAL RECORDS
- (R3) BOOK 16 MAPS, PAGE 19; P.M. 3.62, YUBA CO. OFFICIAL RECORDS
- (R4) BOOK 15 MAPS, PAGE 48; P.M. 3.15, YUBA CO. OFFICIAL RECORDS
- (R5) BOOK 16 MAPS, PAGE 21; P.M. 3.16, YUBA CO. OFFICIAL RECORDS
- (R6) INST. NO. 2005R-029763; YUBA CO. OFFICIAL RECORDS (VESTING DEED)
- FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED L57414 PER (R1)
- FOUND MONUMENT AS DESCRIBED
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "L57414"
- CALCULATED POINT, NOTHING FOUND OR SET
- ( ) EMBRACES RECORD DATA
- R.P. REFERENCE POINT



CURVE	RADIUS	LENGTH	DELTA
C1	60.00'	66.18'	63°11'53"

908 O.R. 506  
COTE

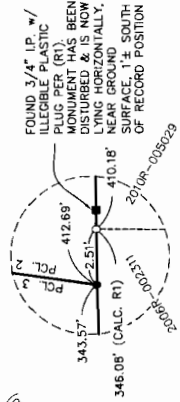
TRACT MAP 2011-0001 (TSTM 2010-0001)  
FOR  
AL COTE

BECING A SUBDIVISION OF LOT C-2 OF LLA 2005-0032, ALSO BEING PARCEL 4A OF PARCEL MAP NO. 3.62 FILED IN BOOK 16 OF MAPS, PAGE 19, YUBA CO. OFFICIAL RECORDS AND A PORTION OF PARCEL 10 OF PARCEL MAP NO. 3.74, FILED IN BOOK 17 OF MAPS, PAGE 8, YUBA CO. OFFICIAL RECORDS, ALSO BEING A PORTION OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN.

FEBRUARY, 2012

PREPARED BY:  
LAUGHLIN AND SPENCE 1008 LIVE OAK BLVD. YUBA CITY, CA 95991 JOE # 087612

SHEET 3 OF 3



DETAIL "A"  
N.T.S.



# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
 John L. Fleming, Economic Development Coordinator  
 Russ Brown, Communication & Legislative Affairs Coordinator  
 Grace M. Mull, Management Analyst  
 Teena Carlquist, Executive Assistant to the County Administrator  
 Yuba County Government Center  
 915 8th Street, Suite 115  
 Marysville, CA 95901

Phone (530) 749-7575  
 Fax (530) 749-7312  
 E-Mail [rbendorf@co.yuba.ca.us](mailto:rbendorf@co.yuba.ca.us)  
[jfleming@co.yuba.ca.us](mailto:jfleming@co.yuba.ca.us)  
[rbrown@co.yuba.ca.us](mailto:rbrown@co.yuba.ca.us)  
[gmull@co.yuba.ca.us](mailto:gmull@co.yuba.ca.us)  
[tcarlquist@co.yuba.ca.us](mailto:tcarlquist@co.yuba.ca.us)

**Date:** December 16, 2014  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB/DM*  
**By:** Grace Mull, Management Analyst  
**Re:** Yuba County Administrative Policy & Procedures Manual

### Recommendation

Adopt resolution repealing and enacting certain sections of the Yuba County Administrative Policy & Procedures Manual.

### Background

The Administrative Policy & Procedures Manual provides guidelines for County staff and leadership in procedural matters affecting all County departments, and should be updated periodically to reflect changes in Board policy and current administrative practice. The manual was last updated in May 2013.

### Discussion

Staff has been working with administrative departments over the last several months to review the manual and provide suggested revisions. The departments' responses were compiled, evaluated, and included in revisions as appropriate. Every effort was made in revising the manual, to reflect current Board policy and administrative practice.

The majority of the revisions requested allow the manual to conform to current administrative practice and changes in county structure that have occurred since the last time the manual was revised. The policies that have significant policy revisions include the Payroll, Automotive Transportation, and HIPPA policies. There was one new policy added for Budget Adjustments requested by the Auditor-Controller.

- The Payroll Policy was reviewed jointly by the Auditor-Controller and the Human Resources Director. The requested revisions are primarily attributed to updating the policy to reflect current practice.

- The Automotive Transportation Policy was revised to include reference regarding annual vehicle assignments that require approval by the Board of Supervisors.
- The HIPPA Policy was reviewed by Health and Human Services Department and was revised and reformatted to reflect current security practices and responsibilities.
- A new policy was created and added pertaining to Budget Adjustments by the Auditor-Controller. The policy was developed in conjunction with a new budget adjustment form that was created in electronic format for departmental use. Previously, a section regarding Budget Adjustments was included within the Audit & Accounting policy.

The attached 2014 Summary of Changes displays and explains the reason for each revision.

### **Committee**

The Finance & Administration Committee reviewed this item on December 9, 2014 and recommended approval.

### **Fiscal Impact**

There are no costs associated with this request as this is an administrative action only.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

RESOLUTION REPEALING AND ENACTING        )  
CERTAIN SECTIONS OF THE YUBA COUNTY        )  
ADMINISTRATIVE POLICY AND PROCEDURES        )  
MANUAL    )

Resolution No. \_\_\_\_\_

**WHEREAS**, the purpose of an administrative manual is to provide guidelines for County staff and leadership in procedural matters affecting all County departments; and

**WHEREAS**, the current administrative policy and procedures manual was last revised in May 2013 and should be updated periodically to reflect changes in Board policy and current administrative practice; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby adopts the following sections of the Yuba County Administrative Policy and Procedures Manual as set forth in Exhibit A.

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

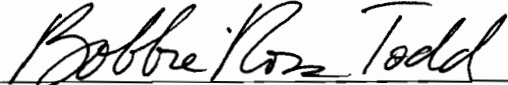
AYES:

NOES:

ABSENT:

By: \_\_\_\_\_  
John Nicoletti, Chairman

\_\_\_\_\_  
ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

  
\_\_\_\_\_  
Approved As To Form:  
Angil Morris-Jones, County Counsel  
by: Bobbie Ross Todd,  
Deputy County Counsel

## Administrative Policy & Procedures Manual - 2014 Summary of Changes

Policy Number	Policy	Section	Change	Reason
B-1	Audit & Accounting	12	Delete section regarding Budget Transfers	New policy created. See B-4 Budget Adjustments per R. Eberle
B-4	Budget Adjustments	All	New policy added regarding Budget Adjustments	New policy created. See B-4 Budget Adjustments per R. Eberle
C-1	Payroll		Defined Policy and Procedures sections	Updated per R. Eberle and M. Wilson to reflect current practice
		1	Delete old Department Responsibility section.	Updated per R. Eberle and M. Wilson to reflect current practice
		1	Replace with new Department Responsibility section with expanded information. Revised employee attendance records retention from five years to seven years.	Updated per R. Eberle and M. Wilson to reflect current practice
		2	Delete Payroll Report section. Renumbered to section 3 and included edits.	Updated per R. Eberle and M. Wilson to reflect current practice
		2	Replaced old section 2 (Payroll Report) with Pay Frequency.	Updated per R. Eberle and M. Wilson to reflect current practice
		3	Delete old section 3 (Pay Day) and replaced with Payroll Report.	Updated per R. Eberle and M. Wilson to reflect current practice
		3	Edits applied to Payroll Report section: Changed "A Payroll Report" to Payroll reports. Added (at the time of preparation) after "The payroll report will include a list of all current employees and their present salaries". Deleted "norm" in the parents starting with (if different from the norm and replaced with "standard, assigned working period). 2nd paragraph, starting with "The original copy", deleted requested and replaced with established. Added "Controller" to Auditor.	Updated per R. Eberle and M. Wilson to reflect current practice
		4	Added second paragraph regarding documentation.	Updated per R. Eberle and M. Wilson to reflect current practice
		5	Identified all of the entities that govern overtime.	Updated per R. Eberle and M. Wilson to reflect current practice
		6	Identified all of the entities that govern leaves and holidays.	Updated per R. Eberle and M. Wilson to reflect current practice
		7	Changed title of section from "Errors" to "Errors in/Changes to Submitted Information"	Updated per R. Eberle and M. Wilson to reflect current practice
		7	Added new paragraph above original paragraph that describes process to submit changes to submitted payroll.	Updated per R. Eberle and M. Wilson to reflect current practice
		8	Delete old Deductions for Charitable Contributions section. Renumbered to section 9 and included edits.	Updated per R. Eberle and M. Wilson to reflect current practice
		8	Replaced old section 8 (Deductions for Charitable Contributions) with Voluntary Payroll Deductions.	Updated per R. Eberle and M. Wilson to reflect current practice
		8.1	Delete old section under "Deductions for Charitable Contributions" and incorporated in new section 9.	Updated per R. Eberle and M. Wilson to reflect current practice
		8.2	Delete old section under "Deductions for Charitable Contributions" and incorporated in new section 9.	Updated per R. Eberle and M. Wilson to reflect current practice
		9	Incorporated information from Sections 8.1 and 8.2 and included within new section 9.	Updated per R. Eberle and M. Wilson to reflect current practice
C-2	Personnel Position Requests	3	Revised number of hours an extra help employee can work in any fiscal year from 1000 to 960. Added reference to Retired PERS members.	Updated per M. Wilson to reflect current practice

# Administrative Policy & Procedures Manual - 2014 Summary of Changes

Policy Number	Policy	Section	Change	Reason
C-4	Accident Reporting	2	Deleted reference "in which one or more vehicles are involved" as number of vehicles is irrelevant. Took out parenthesis "from accident or vandalism".	Updated by M. Wilson
		5	Deleted reference to time frame for accident reporting and replaced with "immediately".	Updated by M. Wilson
		11	Minor grammar edits, deleted "the following procedure shall be followed." at the end to the first sentence and deleted section A.	Updated by M. Wilson
		13	Added law enforcement as a vehicle accident reporting entity.	Updated by M. Wilson to reflect current practice
D-2	Credit Card Policy	5	Delete reference to card procedures "issued by the Auditor-Controller" as the procedures are issued by Admin Services	Updated by D. McCoy to reflect current practice.
D-3	Automotive Transportation	3	Expanded section on Assignment to include current procedures for continued vehicle assignment.	Updated by D. McCoy to reflect current practice.
		4.B.	Added language to reflect that vehicles need to be returned immediately after use and "shall not be kept overnight."	Updated by D. McCoy to reflect current practice.
		10	Clarified language regarding the inability to use a County vehicle for towing or pushing a stalled vehicles unless the vehicle is specified for that purpose.	Updated by D. McCoy to reflect current practice.
E-1	Facilities Management	2.A.	Added 2.A. to include adhering to the Yuba County Asbestos Management Plan when performing any type of maintenance work throughout the County.	Updated by D. McCoy to include reference to new Asbestos Mgt Plan.
E-4	Waste Disposal		Added reference to Information Technology's responsibility regarding E-Waste.	Updated by D. McCoy to reflect current practice.
E-5	Use of County Facilities	Attach A	Attachment A of this policy is provided to outside agencies when they reserve a room at the Government Center. Section 2 under Breaks and Section 1. under Parking were revised to reflect current information.	Updated by D. McCoy to reflect current information.
E-6	Security Badges	3	Section was revised to include current process to have employees photos taken for the security badge.	Updated by D. McCoy to reflect current practice.
		4	Section was revised to delete reference to Assistant Director as this position currently does not exist within Admin Services	Updated by D. McCoy to reflect current staff structure in Admin Services
E-7	Real Estate Acquisition		Policy section was revised to reflect that all real estate transactions shall be performed in accordance with Yuba County Ord Code Section 2.50, Article 5 relating to the Purchase of Real Property.	Updated by D. McCoy to include County Ordinance code with governs this policy.
E-8	Employee Status Change Notification		Policy section was revised to include Information Technology.	Updated by D. McCoy to reflect current practice.
		1	Deleted reference to Attachment A. as checklist not necessary for the policy.	Updated by G. Mull as current policy does not include Attachment A
		1.A.	Added reference to Department's responsibility to secure County Security Badge upon employee's departure from service.	Updated by M. Wilson to identify Department's responsibility.
		1.D.	Section was revised to reflect correct department.	Updated by D. McCoy to reflect current department structure.
		2	Section was revised to add the language "in advance" of proposed staffing change and included Information Technology as a department that needs to be notified.	Updated by D. McCoy to reflect current practice.
		3	Section was revised to remove Assistant Director as this position no longer exists and added Chief Information Officer, the Department Head for Information Technology.	Updated by D. McCoy to reflect current department structure.

# Administrative Policy & Procedures Manual - 2014 Summary of Changes

Policy Number	Policy	Section	Change	Reason
F-1	HIPPA Policy	Edit	Removed the word "covered" in the first paragraph under Background within the sentence "The County of Yuba, as a hybrid covered entity under HIPPA regulations, has established the Privacy Policy contained herein".	Updated by K. Cole to reflect current practice.
		Edit	Under Definitions, Authorization. Added the word "valid" in the first sentence.	Updated by K. Cole to reflect current practice.
		New	Under Definitions, added section for "Breach".	Updated by K. Cole to reflect current practice.
		Edit	Under Definitions, Business Associates, reworded section to better define intent.	Updated by K. Cole to reflect current practice.
		Edit	Under Definitions, Covered Entity, deleted "care" after transmits any health care information	Updated by K. Cole to correct language.
		Edit	Under Definitions, Limited Data Sets, added bullet "Any other unique identifying number, characteristic, or code, except as permitted by HIPPA.	Updated by K. Cole to reflect current practice.
		Edit	Under Definitions, Minimum Necessary, added to the end of second sentence "and should do so without sacrificing the quality of health care".	Updated by K. Cole to reflect current practice.
		Edit	Under Definitions, Notice of Privacy Practices, added "written in plain language" at the end of first sentence. Revised remainder of paragraph to better define intent.	Updated by K. Cole to reflect current practice.
		Edit	Under Definitions, Protected Health Information, added additional information to better define section after "paper or oral form".	Updated by K. Cole to reflect current practice.
		Delete	Under Definitions, Security, deleted this section and and readdressed with new section regarding "Security Incident".	Updated by K. Cole to reflect current practice.
		Add	Under Definitions, Security Incident, added this section to define what is a security incident as it relates to HIPPA.	Updated by K. Cole to reflect current practice.
		Delete	Deleted this section as it no longer applies due to the deletion of the County Privacy Officer position.	Updated by K. Cole to reflect current practice.
		Delete	Deleted this section as it no longer applies due to the deletion of the County Privacy Officer position. Replaced with new section 12. regarding Privacy Complaints.	Updated by K. Cole to reflect current practice.
		Delete	Deleted this section as it no longer applies due to the deletion of the County Privacy Officer position.	Updated by K. Cole to reflect current practice.
		Edit	Added another paragraph at the end of section regarding department responsibility.	Updated by K. Cole to reflect current practice.
		Edit	Revised section to better define now required Notice of Privacy Practices are distributed to the public.	Updated by K. Cole to reflect current practice.
		Edit	Revised section to better define current practice of accounting for disclosures and associated policy & procedures.	Updated by K. Cole to reflect current practice.
		Edit	Revised section by deleting "Where applicable, the County will" and adding current practice regarding Access.	Updated by K. Cole to reflect current practice.
		Edit	Revised section by deleting old section that starts with "the County engages...." and ends with "approval of County Counsel and the County Administrator" and adding new section that better defines the business associate contract.	Updated by K. Cole to reflect current practice.
		Add	Add new section "Privacy Complaints" that defines process to handle complaints. (Section 12 was formerly "Complaints & Whistleblowers"	Updated by K. Cole to reflect current practice.
		Edit	Revised and renumbered "Complaints & Whistleblowers" to reflect current practice.	Updated by K. Cole to reflect current practice.



# Administrative Policy & Procedures Manual - 2014 Summary of Changes

Policy Number	Policy	Section	Change	Reason
F-1	HIPPA Policy continued	14	Add	Added new section that covers Security Incidents & Breaches to reflect current procedures.
			Add	Under "Policy Authority" at the end to the policy, added "Health Information Technology for Economic and Clinical Health (HITECH)".
J-1	County Counsel Services	2.B	Edit	Revised reference to "within 21 working days" to "within 14 working days".
		2.C.	Edit	Revised reference to "within 21 calendar days to "within 14 calendar days".
K-1	Requisitioning Supplies	4	Edit	Revised section to delete reference to postal tags as it is no longer used and added "and marked with the department number to be charged".
K-2	Property & Equipment	2	Edit	Revised section to correctly identify name of form and update the capital asset threshold to the current amount \$5,000.
		4.A.	Edit	Revised section to correctly identify name of form.
		4.B.	Edit	Revised section to correctly identify name of forms.
				Updated by K. Cole to reflect current practice.
				Updated by K. Cole to reflect current policy authority sources.
				Updated by A. Morris-Jones to reflect current practice.
				Updated by A. Morris-Jones to reflect current practice.
				Updated by D. McCoy to reflect current practice.
				Updated by D. McCoy to reflect current practice.
				Updated by D. McCoy to reflect current practice.

# ***ADMINISTRATIVE POLICY & PROCEDURES MANUAL***

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## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  AUDIT & ACCOUNTING	<b>Policy Number:</b> B-1	<b>Page Number:</b> Page 1 of 3
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

**Note:** A comprehensive detailing of cash handling procedures is contained in the County's Cash Manual compiled by and available from the Auditor-Controller.

#### 1. Auditor - Controller Responsibilities

Upon order of the Board of Supervisors, the Auditor-Controller shall conduct fiscal audits of all County departments, or as he/she determines necessary.

#### 2. Definition

A fiscal audit is a study to determine: (1) whether financial operations are properly conducted; (2) whether the financial reports from the audited entity are presented fairly; and (3) whether the entity has complied with applicable laws and regulations.

#### 3. Auditor - Controller Access To Records

Should the Auditor-Controller's staff be refused records not normally required to do a fiscal audit, the Auditor-Controller shall request them through the Board of Supervisors.

#### 4. Fiscal Audit Report

Upon completion of a fiscal audit of a department, the Auditor-Controller will prepare a written fiscal audit report, including findings and recommendations. Copies of the report shall be provided to the department, the County Administrator and the Board of Supervisors.

#### 5. Department Compliance

The audited department shall comply with the recommendations contained in the fiscal audit report and shall notify the Board of Supervisors and County Administrator in writing of such compliance.

### ACCOUNTING

#### 6. Auditor - Controller Supervision

The Auditor-Controller, as the chief accounting officer of the County, shall exercise general supervision over accounting forms and procedures in all County offices.

7. County Officials Required to Follow

County officials are required by §26881 of the Government Code and upon order of the Board of Supervisors to follow accounting techniques and forms as specified by the Auditor-Controller.

8. Departmental Changes in Accounting Procedures

Each department head must keep the Auditor-Controller advised of any changes and proposed changes in departmental accounting procedures.

OVERAGES AND SHORTAGES

9. Written Report Required

Any person in any County office or department who receives or disburses money placed in his or her custody as directed by law or official authority, shall render a written report to the administrative head of the department at the close of each business day if a cash deficit or overage is discovered. The report shall show the exact amount of any cash deficit or overage in that account for that day.

- A. All cash overages shall be deposited daily.
- B. Any County department incurring a shortage of \$25 or more shall immediately notify the Auditor-Controller so an investigation as to the possible cause can be conducted if deemed necessary by the Auditor-Controller. A letter requesting immediate reimbursement should be submitted to the Auditor-Controller if the deficit in the fund is deemed to seriously hamper the normal operations of the department concerned.
- C. In the event of a discrepancy, the Auditor-Controller, County Administrator and District Attorney shall each determine whether there is proof of fraud or gross negligence. If they determine that there is no such proof and if the loss is not covered by insurance, the request for reimbursement shall be forwarded to the Board of Supervisors with a recommendation that it be approved.
- D. Providing the cash shortage is approved for reimbursement by the Board of Supervisors, the shortage will be charged to the proper fund.
- E. Notification will be sent by the Auditor-Controller informing the department a warrant will be sent, or that the request was denied for reimbursement.
- F. An order discharging the department, officer, or employee from further accountability and an adjustment of any charge against said department, officer, or employee may be made. Such discharge from accountability does not constitute a release of any person from liability for payment of any amount.
- G. Upon denial of the request for reimbursement of the cash shortage, the accountability and liability for the shortage will rest with the department, or employee responsible.

## CASH FUNDS

### 10. Petty Cash

All requests for a petty cash fund must be made to the Auditor-Controller and the County Administrator. If the Auditor-Controller and the County Administrator approve the request, they will recommend to the Board of Supervisors that the fund be established.

- A. A petty cash fund should be used for minor disbursements. Appropriate documentation, including receipts, must be available for audit. Replenishment of petty cash should be done at least quarterly (monthly if fund is frequently used). Replenishment checks are made out to the department individual responsible for the fund and may be cashed by the Treasurer-Tax Collector.
- B. Under no circumstances is the fund to be used to cash employees' personal checks.
- C. Operating procedures for petty cash funds will be provided to the requesting department by the Auditor-Controller's Office upon approval of the fund.

### 11. Stamps

A minimal supply of stamps may be requisitioned from Administrative Services for use on urgent mail.

- A. Under no circumstances shall employees be allowed to purchase stamps from this supply for use on their personal mail.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  BUDGET ADJUSTMENTS	<b>Policy Number:</b> B-4	<b>Page Number:</b> Page 1 of 5
	<b>Date Approved:</b> 12/16/14	<b>Revised Date:</b>

### POLICY:

Budget adjustments shall occur only when unavoidable and will be approved either by the Board of Supervisors or administratively, depending on circumstances.

All requests for adjustments for budgeted appropriations must be submitted to the County Administrator and the Auditor-Controller for approval using a form specified by the Auditor-Controller. Any adjustments involving a change in the level of appropriations approved by the Board of Supervisors require approval of the Board. All budget adjustments involving changes in appropriation to the Fixed Asset/Capital Expenditure or Travel Accounts, or transfers between Budget Categories require the authorization of the Board of Supervisors.

### AUTHORITY:

1. California Government Code
  - A. Section 29120 limits obligations to appropriated amounts.
  - B. Section 29121 states that "Except as otherwise provided by law, obligations incurred or paid in excess of the amounts authorized in the budget unit appropriations are not a liability of the county or dependent special district, but a personal liability of the official authorizing the obligation."
  - C. Section 29125 specifies the conditions under which transfers and revisions to adopted appropriations may be made. Transfers between funds and transfers from appropriation for contingencies require a four-fifths (4/5) vote. Transfers of appropriation between budget units in the same fund, if overall appropriations are not increased, can be authorized with a majority vote. This section also authorizes the Board to designate the Administrative Officer or Auditor-Controller to approve transfers and revisions within a specific budget if the overall appropriations are not increased.

### DEFINITIONS:

1. Department Head

For the purposes of this policy, Department Head is defined as the head of a department or an authorized designee.
2. County Administrator

For the purposes of this policy, County Administrator is defined as the County Administrative Officer or an authorized designee.

3. Auditor-Controller

For the purposes of this policy, Auditor-Controller is defined as the County Auditor-Controller or an authorized designee.

4. Budget Categories – Financing Sources

- A. Taxes
- B. Licenses, Permits, and Franchises
- C. Fines, Forfeitures, and Penalties
- D. Use of Money and Property
- E. Intergovernmental Revenues
- F. Charges for Services
- G. Miscellaneous Revenues
- H. Other Financing Sources
- I. Special Items

5. Budget Categories – Financing Uses

- A. Salaries & Benefits
- B. Services & Supplies
- C. Other Charges
- D. Capital Assets
- E. Other Financing Uses
- F. Special Items
- G. Intrafund Transfers
- H. Appropriations for Contingencies

PROCEDURE:

1. Budget Adjustments

Appropriation adjustments should only be performed when circumstances are unavoidable. Departments should monitor expenditures to ensure transactions are kept within approved appropriations. Requests for budget adjustments should be made using a form specified by the Auditor-Controller with the affected funds and accounts clearly identified. Requests shall be reviewed and authorized by the department head of the submitting department prior to submission to the County Administrator and Auditor-Controller for authorization. The request shall be accompanied by documentation identifying the reasons for the request.

2. Required Documentation

A. Increase in Appropriation

If the request involves an increase in the level of appropriation above what the Board of Supervisors originally approved, the documentation must include identification of the source of funding. If the funding source is outside of the County, documentation validating the funding source and the amount of the increase is required. If the funding source is internal to the county, (i.e. another fund), the documentation must include authority to use the funds and a journal entry request to move the funding.



B. Decrease in Appropriation

Any decrease in the approved level of appropriation must be accompanied by a description of the reason for the reduction. For example, if a state funded program will be discontinued then a copy of the notice of program termination would be sufficient. If the funding source involves a decrease in the level of services provided to an outside agency, then a copy of the contract modification and the amount of the decrease would be appropriate. If the decrease in funding source is an estimate then a copy of the underlying methodology used to calculate the estimate, and the reason for the change, and an updated calculation of the estimate will satisfy the documentation requirement.

C. Adjustments Not Resulting in a Net Change in Appropriation

Circumstances may arise that require a department to incur unexpected expenditures during the fiscal year or one funding source is reduced or made unavailable and another funding source becomes available.

C.1. Adjustments to Financing Sources

In the event that all or part of a funding source originally budgeted by a department becomes unavailable and the funding source from an alternate funding source becomes available, the department will follow documentation requirements for Increases/Decreases in Appropriation.

C.2 Adjustments to Financing Uses

When the requested adjustment involves changes in appropriations for financing uses, the department must provide an explanation of the circumstances giving rise to the unexpected increase in expenditures and an explanation for the reason appropriations in the expenditure line item being reduced will be less than originally budgeted to compensate for the increased expenditures.

3. Approvals for Budget Adjustment

A. Department Head

All requests for budget adjustments require the authorization of the Department Head. The Department Head should review the request to ensure account numbers are correctly identified, sufficient appropriation exists (when transferring from one expenditure line item to another), and that appropriate documentation exists for the requested adjustment.

B. County Administrator

All requests for budget adjustments require authorization from the County Administrator's Office. The County Administrator's Office will review the request to ensure account numbers are correctly identified, sufficient appropriations exist (when transferring from one expenditure line item to another), and that appropriate documentation exists for the requested adjustment.

C. Auditor-Controller

All requests for budget adjustments require authorization of the Auditor-Controller's Office. After the form has been approved by the County Administrator's Office the Auditor-Controller's Office will review the request to verify account numbers are correctly identified, sufficient appropriations exist (when transferring from one expenditure line item to another), and that appropriate documentation exists for the requested adjustment.

D. Board of Supervisors

Only budget adjustment requests meeting the criteria outlined in the sections below require the approval of the Board of Supervisors. All requests for adjustments requiring authorization by the Board of Supervisors must be submitted by the department to the Clerk of the Board.

D.1. Increases or Decreases in Appropriations

All increases or decreases in the original level of appropriations approved at the time of final budget require authorization from the Board of Supervisors.

D.2. Adjustments to Financing Sources

In the event that all or a part of a funding source originally budgeted by a department becomes unavailable and funding source from an alternate funding source becomes available, the adjustment shall follow the guidelines for increases or decreases in appropriations and must be approved by the Board of Supervisors.

Any budget adjustment request that involves the use of contingencies or reserves must be approved by the Board of Supervisors.

D.3. Adjustments to Financing Uses Between Categories

Budget adjustments where appropriations in one budget category are being reduced and increased in another category require the authorization of the Board of Supervisors.

D.4. Adjustments to Appropriations for Travel and Fixed Assets/Capital Expenditures

All adjustment to appropriations relating to employee Travel and Training and Fixed Asset/Capital Expenditures require the authorization of the Board of Supervisors.

D.5. Administrative Approval

Any budget adjustment request that does not require the authorization of the Board of Supervisors can be processed upon the approval and authorization of the County Administrator and Auditor-Controller.

4. Adjustment Processing

When the budget adjustment request has been submitted with all the necessary approvals the Auditor-Controller's Office will process the budget adjustment. A copy of the completed request will be returned to the department originally submitting the request.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  PAYROLL	<b>Policy Number:</b> C-1	<b>Page Number:</b> Page 1 of 3
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### POLICY:

Payroll will be processed accurately, timely and in compliance with applicable Federal, State, and County policy and in accordance with Labor Agreements in effect at the time of processing.

### PROCEDURE:

Payroll processing is handled under the authority of the Auditor-Controller's Office with employee related information supplied by the Human Resources department and time and hours worked information provided by all county departments.

#### 1. Department Responsibility

Records of employee attendance and hours worked are recorded on an approved timesheet. These records shall include hours worked by the employee, both regular and overtime, vacation, sick leave, floating holidays, and administrative leave accumulated and taken, hours worked at a specialized pay rate, etc.

Records of employee attendance shall be retained for a minimum period of seven years and then may only be destroyed with written authorization from the Auditor-Controller and the County Counsel.

Departments are also responsible for the accuracy of payroll information provided for processing. It is incumbent on department heads to ensure staff handling payroll have sufficient knowledge and training of applicable Federal, State, and County regulations and policies to ensure accuracy of records and compliance regulations.

#### 2. Pay Frequency

Yuba County personnel are paid monthly with the payday set on the eighth day of the month following the close of the working period. The working period for Yuba County begins on the first day of the month and ends on the last day of the month. In the event pay day falls on a holiday or weekend, the payday will be moved to the first working day prior to the eighth day.

#### 3. Payroll Report

Payroll reports will be sent to each department by the Auditor-Controller's Office. The Payroll report will include a list of all current employees and their present salaries (at the time of preparation). These figures should be checked and corrected if necessary, on the form. The Department Head should note on the form the regular hours worked (if different from the standard, assigned working period), the number of hours off with pay, overtime hours, holiday hours, standby pay, sick leave hours used, vacation hours used, and any other pertinent payroll information.

The original copy of the Payroll Report signed by the Department Head must be returned to the Auditor-Controller's Office by the due date established by the Auditor-Controller. Each department is required to keep a copy of each monthly payroll report.

4. Certification Required Before Salary Payment

Except as otherwise provided by State law, the Auditor-Controller shall not approve any salary or compensation for services for any person holding or performing the duties of any position, unless he has in his possession a document certified by the Human Resources Department to the effect that the name, title and rate of pay of the person to be paid are in accordance with the provision of the County Resolution and Personnel Rules.

It is the responsibility of each department head to ensure the documentation for any changes in employees (i.e. new hires, terminations, position changes, promotions, location changes, etc.) to be communicated to the Human Resources department in a timely manner so the documentation can be provided to the Auditor-Controller prior to payroll processing deadlines.

5. Overtime

Overtime is governed by Federal Fair Labor Standards Act (FLSA), California Department of Labor, the provisions of Article Seven of the County's Benefits and Working Conditions Resolution as amended and another other applicable regulations.

6. Annual, Sick, Bereavement and Other Leaves and Holidays

Leaves are governed by the Federal Fair Labor Standards Act (FLSA), California Department of Labor, the provisions of Article Seven of the County's Benefits and Working Conditions Resolution as amended and any other applicable regulations.

7. Errors in/Changes to Submitted Information

Any changes to payroll information submitted for processing should be communicated quickly to the Auditor-Controller. Changes should be in writing or some other approved documentable format as specified by the Auditor-Controller. The deadline for submitted changes to the unprocessed payroll is established by the Auditor-Controller. Any changes submitted subsequent to that will be processed on a subsequent payroll.

Any errors discovered after checks have been issued should be referred directly to the Payroll Division of the Auditor-Controller's Office.

8. Voluntary Payroll Deductions

County officials or employees may, at various opportunities, desire to have amounts deducted from their paychecks. The Board of Supervisors recognizes that such needs or opportunities and that voluntary payroll deductions may be the most effective way to meet the needs for those deductions.

9. Deductions for Charitable Contributions

The Board of Supervisors recognizes that charitable giving is an integral part of many local organizations and that county officials or employees may have a desire to contribute to charitable organizations. The Board also recognizes that voluntary payroll deductions are an effective mechanism to address the employees' desire to give charitably.

Any charitable organization wishing to solicit contributions from county officials or employees must submit a request to the Board of Supervisors. The request to solicit charitable contributions must include the following:

- A. Identify the charitable member agencies included in the fund drive.
- B. Agree to transmit contributions, as designated by the employee, to charitable organizations qualified as exempt organizations under Section 23701(d) of the California Revenue and Taxation Code, or Paragraph 3 of Subsection (c) of Section 501 of U. S. Internal Revenue Code of 1974.
- C. Agree to conduct only one such major annual combined fund drive through County payroll deductions.
- D. Agree that charitable member agencies will not independently solicit contributions through County payroll deductions.
- E. Such other provisions deemed necessary by the Board of Supervisors or by the Auditor-Controller with the approval of the Board of Supervisors

The Board of Supervisors will review the request and may grant payroll deduction privileges to the community organizations conducting major combined fund drives within the County. In determining whether an organization shall conduct or continue to conduct such a fund drive, the Board of Supervisors will consider the following:

- A. The number of charitable member agencies relying on the organization's fund drive for support.
- B. The number of dollars raised within the County during the last completed fund drive.
- C. The percentage of such dollars disbursed to charitable agencies as a result of the drive.
- D. The number of County employees interested in utilizing the payroll deduction.
- E. The capability of the County payroll system to process the deductions.
- F. The number of combined fund drives already receiving payroll deduction privileges.

Any County official or employee may authorize payroll deductions from his/her wages for payment of charitable contributions to community organizations, as approved by the Board of Supervisors. Payroll deduction procedures for such charitable contributions will include the following:

- A. Employee authorization must be in writing upon the form prescribed by the Auditor-Controller, signed by the officer or employee, and submitted to the Auditor-Controller.
- B. Payroll deductions may only be authorized at \$1.00 or more per pay period.
- C. All payroll deductions must be made in equal amounts for each of the 12 pay periods.
- D. An authorization or cancellation shall not be effective as to any payroll period unless received in time for the Auditor-Controller to process and enter or cancel the deduction on the payroll for that period.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  PERSONNEL POSITION REQUESTS	<b>Policy Number:</b> C-2	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

#### 1. General

Personnel requests for new positions or advanced step hire require Board of Supervisors authorization or Administrative authorization depending on department position allocations, available funding, and the following procedures.

#### 2. New Position Requests

New position requests are typically made only during annual budget hearings or in times of emergency, and always require approval of the Board of Supervisors, Human Resources Director and County Administrator.

- A. Requests shall be made on a Request for Position Allocation Change form provided for that purpose by County Human Resources. Requests shall include the proposed classification for the position sought, hours to be worked, estimated salary and benefit costs, funding source(s), and a narrative justifying the need for the position.
- B. Completed request forms shall be submitted to the County Administrator and Human Resources Director for their review and recommendation.
- C. Requests approved by the County Administrator and Human Resources Director shall be processed in one of the following manners:
  - C1. All new position requests received as part of the annual budget process shall be submitted to the Board of Supervisors during budget hearings, with a recommendation for funding.
  - C2. Emergency position requests received during the remainder of the year shall be submitted to the County Administrator and Human Resources Director by the requesting department and if approved, to the Board of Supervisors for final approval.
- D. Approved requests shall be filled after the requesting department has completed a Request for Certification form, available from the Human Resources Department and submitted to the County Administrator.

3. Extra Help Requests

Extra Help requests shall be submitted to the County Administrator using the Request for Certification form. Extra Help employees may work no more than 960 hours in any fiscal year unless an exception has been granted by the Human Resources Director. Retired PERS members may not work more than 960 hours in any fiscal year. There will be no exceptions granted for this group.

4. Vacant Positions

Requests to fill vacant positions shall be submitted to the County Administrator using the Request for Certification form prepared by the Human Resources Department.

5. Request for Services

Occasionally, a department may request assistance from Human Resources where reviews are necessary to help determine the staffing needs of the department. Reviews can be performed for anticipated new positions, job classifications, job analysis, salaries, department structure, anticipated layoff calculations, title analysis and turnover/retention issues. Requests will be made using the Request for Human Resources and Organizational Services Action form prepared by the Human Resources Department.



## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  ACCIDENT REPORTING	<b>Policy Number:</b> C-4	<b>Page Number:</b> Page 1 of 4
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

#### 1. The Written Report

Whenever a County employee is involved in any type of accident, a written report must be submitted as soon as possible in the manner prescribed in the sections below. A written report is also required when a County employee observes any accident or incident which may expose Yuba County to a liability claim.

The form for each type of accident is outlined below. It is the responsibility of the County employee, his Supervisor or Department Head to prepare the report when required.

#### 2. Vehicle Accidents

For reporting purposes, a vehicle accident is defined as any collision or upset involving a County vehicle or private vehicle being used on County business. Damage from accident or vandalism to a parked or unattended County vehicle should be reported as soon as discovered.

#### 3. Inform the Supervisor

The operator of the County vehicle will:

- A. Notify a law enforcement officer immediately.
- B. Complete the initial field report contained in the vehicle.
- C. Turn field report in to Department Head.
- D. Department Head will send field report to Human Resources and a copy to Administrative Services.
- E. Human Resources will send additional paperwork to Department Head for completion.

#### 4. Injury to County Employee

If a County employee is injured in the accident, additional reports are required as indicated in the "Injury or Death of County Employees" Section.

## REPORTS OF INJURY OR DEATH OF COUNTY EMPLOYEE

### 5. Notify the Supervisors

Whenever a County employee is injured, the employee must notify his Supervisor immediately. If notification to the supervisor has not been made within 24 hours, the injury shall not be considered job related unless the employee can so prove or applicable state law so presumes. Prompt medical attention for such injury should be sought if needed.

### 6. Reporting Procedures and Documentation

For all injuries, regardless of whether medical treatment is required, the Supervisor and employee will contact Company Nurse at (877) 854-6877 to report the injury or illness. The hotline is available 24 hours per day, seven days per week. If the injury or illness is a medical emergency, the supervisor will first call 911 and then report to Company Nurse after the injured worker has been provided medical care.

- A. Company Nurse will handle all initial reporting of employee injuries.
- B. The Human Resources Department is responsible for forwarding all legally required paperwork to the injured worker within mandated timeframes. Paperwork may be sent to the employee's address of record by regular mail or hand-delivered to the employee at home or work.

### 7. Reporting and Medical Treatment Procedures

County departments shall follow all procedures for reporting and treatment of job related injuries as contained in the Rules Governing Coverage and Compensation Benefits and Working Conditions of employees of County of Yuba – Provisions Governing Job Related Injuries and Leaves for Disability and Extended Illness section issued by the Human Resources Department.

### 8. Injury not Requiring Medical Attention

When an accident results in an employee injury not requiring a doctor's attention, and involving no time loss, the employee and supervisor will still contact Company Nurse at (877) 854-6877 to report the injury or illness. The hotline is available 24 hours per day, seven days per week.

### 9. Death or Serious Injury

In the event of a death or serious injury to a County employee, a telephone report shall immediately be made to the County's Risk Manager by the employee if possible, employee's supervisor, or by the Department Head.

10. Collisions Involving Injury to Other than County Employees

If the vehicle operated by the County employee collides with another vehicle, an occupant of which sustains an injury, the employee or his/her supervisor shall make an immediate telephone report to the Human Resources Department.

11. Broken Windshields or Windows in County Vehicles

In the event that a windshield or window on a County vehicle is damaged due to rocks or other road debris either being kicked up from the roadway or falling from other vehicles, the employee driving the County vehicle shall report the time and location of the incident and, if possible, give a description of the other vehicle, including its license number. The information may enable the County to recover for the windshield or window damage.

12. Animals Injured by County Vehicles

The following procedure is offered as a general guide for County employees who, while operating vehicles on County business, either injure or kill an animal.

- A. The employee should always stop the vehicle as soon as possible and try to determine the identity of the owner of the animal.
- B. The owner of the animal should be advised of the accident if possible. If this is not possible, Animal Control should be called and informed of the accident.
- C. The accident shall be reported to the involved employee's Department Head.
- D. Each employee should remember that an injured animal can become dangerous, and should use due caution if it is necessary to move the animal to prevent further injury.

LIABILITY

13. Accidents Involving Possible County Liability: Injury or Death of Persons Other than County Employees

Any case other than vehicle accidents where bodily injury or death is sustained by a person not a County employee, but where the County is in any manner involved, shall be immediately reported to law enforcement and shall be reported by telephone to the Human Resources Department by the employee or his/her Department Head.

14. Liability Accident Notice

In addition to the telephone report, the department shall send an original and two copies of the applicable liability accident form to the Human Resources Department.

## Other Accidents Involving County Liability

### 15. Property Damage

Following any non-automobile accident or incident in which the County is in any manner involved, and where there is resultant damage to property which is not owned by the County, the liability accident forms must be completed and forwarded as explained in the preceding section.

### 16. DAMAGE TO OR LOSS OF PERSONAL PROPERTY OF EMPLOYEE:

Pursuant to Government Code §53240, the County may provide payment if the costs of replacement or repair of property or prostheses of an employee, such as eye glasses, hearing aids, dentures, watches or articles of clothing worn or carried by an employee, when such items are lost or damaged in the performance of official duties.

- A. Actual value of the items may be paid if property is damaged beyond repair. Reimbursement will normally be based upon the depreciated replacement value of the item lost or damaged.

### 17. Eligibility

Damage to items being claimed must occur without fault of the employee and while the employee is on official County business. All claims must be verified by the employee's Department Head.

### 18. Procedure

All claims for reimbursement must be submitted to the Auditor-Controller within thirty (30) days after the damage or loss has occurred on forms prescribed by the Auditor-Controller. The Auditor-Controller shall then forward the claims to the Board of Supervisors for approval.

- A. All receipts, invoices, and estimates of repair must be attached to the claim when submitted. Estimates of value or repair must be made by a dealer of the items being claimed and not by the employee.
- B. Damaged items shall be retained and be subject to inspection.
- C. If the items are damaged beyond repair, or if the cost of repair exceeds the estimated value, reimbursement shall be made at the value of the item at the time the damage occurred pursuant to Government Code §53240.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  CREDIT CARD POLICY	<b>Policy Number:</b> D-2	<b>Page Number:</b> Page 1 of 3
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

#### 1. Applicability

The credit card policy described below applies to all County officials, employees, and eligible participants utilizing a credit card authorized by the County of Yuba.

#### 2. Purpose

The purpose of the credit card policy is to promote the responsible use of the credit card as an efficient method to pay for expenses for official County business.

#### 3. Authorized Use

The credit card will be issued to a County of Yuba Department Head/Elected Official. A Department Head may request an additional card for department management with Purchasing Agent approval.

The primary use of the credit card is for expenses associated with travel on official county business. Travel expenses include airline reservations/tickets, hotel/motel accommodations, rental car, fuel for rental car, meals, and conference fees. Costs associated with training, training and reference materials needed for official county business, which do not require travel, are also allowed.

The County Purchasing Agent is authorized to use credit card to set up accounts with online auction services for the purposes of disposing County surplus property, and purchases using normal emergency purchasing requirements in accordance with Yuba County Purchasing and Contracts Manual, during a declared County emergency.

The credit card may also be used for a valid business use not mentioned in this policy with prior approval by the Purchasing Agent or County Administrator for a purchase up to \$1,000. The credit card may also be used by the Purchasing Agent to pay utility bills electronically in cases where the electronic payment will generate a savings to the County.

Any one making unauthorized charges with the credit card may be held personally liable for the charges.

#### 4. Responsibilities

A. Auditor-Controller or designee is responsible for:

In conjunction with the Purchasing Agent, selection of the financial institution providing the most cost effective credit card services.

Settling accounts with the financial institution sponsoring the credit card.

Processing of payments to the sponsoring financial institution.

Performing compliance audits in order to determine the adequacy of internal controls and appropriate applications of the controls within county departments.

Preparing and submitting an annual report to the Board of Supervisors providing information on the volume of transactions both in number and dollar amount and other information relative to the effectiveness of the credit card program.

B. Purchasing Agent is responsible for:

Participating in the selection of the credit card provider.

Administration of the credit card program, including recommending policy regarding the authorized purpose, communication of information related to card issuance, changes in card limits, and termination of card use to the credit card provider.

Providing training. Training is mandatory for all staff participating in the County Credit Card program. Card usage will not be allowed until training has been completed.

Approval of all requests for credit cards.

Receipt of the monthly credit card invoice from the credit card provider and prompt processing of the invoice to the Auditor-Controller for payment.

Processing journal entries to the responsible department for their monthly credit card charges as reflected on the provider's monthly invoice.

C. Department Heads/Elected Officials are responsible for:

Accepting the credit card for their department and being personally responsible to ensure only authorized purchases are made with the credit card. The Department Head/Elected Official assumes personal liability for any unauthorized use of the credit card within their department.

Attending a training session prior to being issued a card and receiving instruction in the uses and restrictions of the credit card. The purpose of the training session is to ensure that each department is familiar with the policies and procedures and to answer any questions regarding use of the card.

Ensuring that credit card procedures are understood by employees using the card. The card shall only be used by employees for purchases directed by the Department Head under the provisions of the Credit Card Policy and approved for County business only. Each card user must sign a Purchasing Card User Agreement, a copy of which will be kept on file in the department.

The Department Head must ensure credit card receipts are collected after usage, charges are reviewed and approved monthly and prompt payment is made for the charges. If there are any small incidental charges noted on receipt that are personal in nature (example: hotel movie rental charged to room), a personal check for the incidental charge made out to Yuba County must be included with the monthly invoice to reimburse the County for the personal charges.

5. Termination of Card Use

Failure to follow the purchase card procedures may result in termination of the department's use of the credit card and/or other disciplinary action.

Termination of a card due to improper use may be initiated by the Auditor-Controller, County Administrator, Purchasing Agent, or County Counsel. These entities shall work together to authorize and complete a card termination.

If the credit card is lost or stolen, Department Head is to report the lost or stolen card to Administrative Services immediately to have the card cancelled in an effort to prevent fraudulent use.

6. Purchasing Card User Agreement

The Purchasing Card User Agreement must be reviewed and signed by all credit card users. *See Attachment A.*

COUNTY OF YUBA  
PURCHASING CARD USER AGREEMENT

DEPARTMENT: \_\_\_\_\_ Date: \_\_\_\_\_

Card User's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Please print)

I, \_\_\_\_\_, do hereby acknowledge receipt of purchasing card  
(Please print)  
number \_\_\_\_\_ and agree to assume responsibility for compliance  
with the terms and conditions of the Yuba County Purchasing Card Policy.

Initial: \_\_\_\_\_

\_\_\_\_\_ I understand that the Purchasing Card is solely for official business of the County of Yuba,  
intended to facilitate the payment of travel expenses for the conduct of County business  
within applicable activity limits and is not for my personal use.

\_\_\_\_\_ I understand that use of the Purchasing Card for payments not authorized within the Yuba  
County Purchasing Card Policy will be considered misuse of the Purchasing Card and may  
result in administrative action such as, but not limited to, (a) immediate forfeiture of the  
Purchasing Card, (b) disciplinary action which may include termination of my employment  
and (c) conviction of a felony. I further understand that I am personally liable for any  
payments not authorized by my Department Head and permitted within Yuba County  
Purchasing Card Policy.

\_\_\_\_\_ I understand that all charges will be billed directly to and paid directly by the County of  
Yuba and that I cannot make payments to the financial institution directly.

\_\_\_\_\_ I understand that I am responsible for maintaining security of the Purchasing Card and for  
all charges made by or authorized by me against it. I will safeguard the Purchasing Card  
with appropriate security from the time I receive the card until it is surrendered to the  
appropriate person within my department.

\_\_\_\_\_ I agree to follow State of California law, County of Yuba purchasing policies and  
procedures, and departmental guidelines.

\_\_\_\_\_ I understand that the Purchasing Card must be surrendered upon request and/or upon my  
termination of employment from the County of Yuba.

\_\_\_\_\_ I have received appropriate training and agree to comply with all instructions as set forth by  
the Yuba County Purchasing Card Policy.

\_\_\_\_\_ I understand that the Yuba County Auditor's office will audit the use of this card and  
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the  
County of Yuba for all charges improperly authorized by me to the Purchasing Card and all  
costs incurred by the County of Yuba related to the collection of such charges.

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Attachment A*



## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  AUTOMOTIVE TRANSPORTATION	<b>Policy Number:</b> D-3	<b>Page Number:</b> Page 1 of 5
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### POLICY:

It is County policy to provide County employees with essential transportation that is safe, reliable, responsive, and economic for use on County business. The rules and regulations established herein, pursuant to Government Code §25305, shall govern the use of County vehicles.

### PROCEDURE:

#### 1. Responsibility

The Director of Administrative Services is assigned primary responsibility for providing essential County transportation subject to policy and fiscal control of the Board of Supervisors. The Director of Administrative Services shall provide vehicle fleet operation and maintenance.

- A. All Department Heads are responsible for determining and budgeting their transportation requirements, and for utilizing the most efficient transportation means available. Where long-term assignments of vehicles are justified and approved by the Board of Supervisors, Department Heads will ensure efficient utilization and prompt return to Administrative Services for scheduled maintenance.
- B. Department Heads authorizing a lease of a new vehicle for use by their department accept the financial responsibility for that vehicle through the term of the lease. If the department desires to turn in a leased vehicle prior to end of the lease, the department is responsible for any financial impact of early turn in. Administrative Services is responsible for making every effort to reassign the vehicle to reduce or eliminate the financial impact. However, the original requesting department bears the responsibility for the vehicle if alternate arrangements cannot be made.

#### 2. Procedures

Where continuing assignments of vehicles are considered to be in the best interest of the County, authorization of assignment shall be made by the Board of Supervisors.

- A. Justification for continuing assignment of a specific vehicle to an individual or department shall be based on consideration of the following:

- A1. Efficient operation of the department.
- A2. Efficient use of the vehicle.
- A3. Security of the vehicle and its contents.
- A4. Cost.
- A5. Benefit to the public.
- A6. Emergency response.

3. Assignment

Vehicle assignment recommendations will be reviewed and approved annually by the Board of Supervisors. Departmental vehicle assignment requests including justification for the assignment shall be submitted to the Fleet Manager in Administrative Services in writing on an annual basis. The requests will be reviewed by the County Administrator and the Director of Administrative Services in accordance with Section 2. A. for continued assignment. Recommendations will be submitted to the Board of Supervisors for approval.

4. Temporary Vehicle Usage

- A. Department Head shall authorize issuance of a County vehicle to employees required to use such vehicles in connection with their work. This authorization and a valid California operator's license are required to draw a vehicle from the County motor pool. Overnight assignments or extended trip use requires written authorization by the requesting Department Head and prior approval by the Administrative Services Department.
- B. To ensure maximum utilization, employees shall not check out vehicles until actually required. Vehicles shall be returned to the motor pool immediately upon completion of needs and shall not be kept overnight except as allowed in section 4.A. It is the driver's responsibility to ensure that the vehicle is clean and all trash has been removed from the interior, the vehicle has remained accident free and the vehicle has adequate fuel (1/2 tank or greater). Shared vehicles shall be used whenever feasible.

VEHICLE USE:

5. For County Business Only

A vehicle owned or leased for the use or service of the County shall not be used for any purpose other than County business or the performance of a duty of a County official or employee.

6. Observe Traffic Rules

Employees on County business shall observe traffic rules, regulations, and courtesies at all times. Fines or penalties levied for violations for which the driver is directly responsible shall be paid by the driver.

7. Driver's Licenses

Any driver of a County vehicle must have in his or her possession a valid California driver's license.

8. Seat Belts/Seating

It is required that all vehicles used on County business be equipped with seat belts. It is further required that all persons in County vehicles use seat belts. Carrying passengers in any part of a vehicle not designed for passengers (i.e. the bed of a pickup truck) is forbidden.

9. No Unauthorized Persons

Employees are prohibited from carrying non-County employees, or other persons not directly related to County business in County vehicles except as determined by the Board of Supervisors.

10. Abuse of Vehicles

County vehicles, other than those specified for such purposes, shall not be used for towing, pushing stalled vehicles, or be used for other activities that may damage the vehicle.

11. Personal Liability

Employees may be held personally liable for damages to County equipment, in addition to other penalties as may be assessed, if through negligence or in the course of unauthorized activities, damage occurs to a County vehicle. Employees may also be held personally liable when they are driving a County vehicle outside the course and scope of their employment and cause damage to other persons or property. Additionally, employees utilizing personal vehicles on County business shall read and comply with County Ordinance 2.150, complete a Vehicle Affidavit (*Attachment B*), and submit proof of auto insurance once a year to be on file with the Department Head.

12. Vehicle Keys

Keys shall not be left in unattended vehicles, even when parked in secured enclosures.

13. Garaging of Vehicles

Vehicles shall be garaged at private residences only with Board approval. Continuing authorization shall be granted and reviewed in accordance with the procedures set forth in this chapter. Temporary authorization may be obtained from the appropriate Department Head.

GASOLINE CREDIT CARDS

14. County Policy

- A. A gasoline credit card has been assigned to each fleet vehicle. The card and the instructions for its use are inside an information packet located in the vehicle glove box.
- B. Upon request of the appropriate Department Head, the Administrative Fleet Services Coordinator will obtain and assign a Personal Identification Number (PIN) to each vehicle driver. Each driver must sign the PIN use statement and submit to Administrative Services prior to being issued a PIN. *See Attachment A.*
- C. Vehicles can be filled up at any gasoline station that accepts the gasoline credit card. The driver must follow the fill up instructions provided with the gasoline credit card. Both the credit card and the driver's PIN are required to obtain fuel.
- D. The lowest grade fuel available should be used to fill up the county vehicle.
- E. The credit card is for fuel only. It can not be used for repairs, maintenance, car washes, parking fees, etc.
- F. Fuel purchased with County gasoline credit cards is to be used only for County owned equipment and vehicles.

MAINTENANCE AND REPAIRS

15. Emergency Maintenance

Each vehicle has been assigned a service/identification number by the fleet services vendor which is included in an information packet located inside the vehicle glove box. If any emergency maintenance is required, the driver is to call the fleet services vendor phone number contained on the service/identification card and follow the instructions given by the fleet services vendor. Emergency services provided by the fleet services vendor include roadside service and vehicle towing. The vehicle driver must also contact the Administrative Services Fleet Services Coordinator to inform him/her of the emergency.

16. Routine Maintenance

It is the responsibility of the Department Head to insure all vehicles permanently assigned to the department receive preventative maintenance as required by the vehicle maintenance schedule. The Administrative Services Fleet Services Coordinator will monitor preventative maintenance schedules and notify the department of the required service. Failure to comply with maintenance schedules may result in termination of the vehicle assignment. Department shall deliver and pickup vehicle from repair facility designated by Administrative Services. It is the responsibility of the department to notify Administrative Services of any problems a vehicle is experiencing so the problem can be resolved promptly.

### Gas Card and Gas Card PIN

I agree to use the Gas Card and PIN (personal identification number) exclusively for fueling County vehicles and equipment being used for County business. I understand that any other use of the Gas Card and PIN may be subject to discipline action and/or referral for criminal prosecution.

Additionally, I understand that:

- that the four-digit PIN issued to me is for my exclusive use while on County business and should be kept secure and for my own use;
- each Gas Card has been issued for use in a specific vehicle or gas powered equipment and should only be used for the vehicle or equipment for which it was issued; and
- I am expected to accurately enter the odometer reading of the vehicle each time I fuel the vehicle.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF YUBA**  
**VEHICLE INSURANCE AFFIDAVIT**

I certify, under penalty of perjury, that I am currently, and will continue to be, insured for the use of my private automobile, the coverage of which meets the minimum standards of the Financial Responsibility Law of the State Vehicle Code and other guidelines listed in Chapter 2.150 of Yuba County Ordinance Code. I will notify my Department Head immediately of any insurance coverage change, loss of insurance coverage or restrictions upon my driver's license.

I am aware that I must be legally licensed to drive in the State of California and that, if I must use my private automobile to conduct County business on a regular basis, I must contact my insurance company to verify that I am covered under my insurance policy to do so.

I certify that I have read Chapter 2.150 of the Yuba County Ordinance Code and that I will faithfully abide thereby.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

ATTACHED HERETO IS A COPY OF MY PROOF OF AUTO INSURANCE WHICH I AM  
REQUIRED TO SUBMIT ANNUALLY.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  FACILITIES MANAGEMENT	<b>Policy Number:</b> E-1	<b>Page Number:</b> Page 1 of 3
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

#### 1. Maintenance

Maintenance is work required to keep facilities at the level of condition which permits efficient utilization of the function assigned. It includes housekeeping and custodial functions, operations and servicing of mechanical support equipment, and recurring repair and preservation work, such as structural repairs, roofing, painting, plumbing, heating and air conditioning, and electrical service.

#### 2. Responsibility

The Administrative Services Director, through the Buildings and Grounds and Custodial Divisions of the Administrative Services Department is responsible for maintenance of all County facilities. The Director of Administrative Services shall also be responsible for approving all building and facility alterations.

A. All maintenance work must adhere to the Yuba County Asbestos Management Plan (plan is located in Administrative Services). Departments who wish to provide minor maintenance work (i.e. hanging pictures, installing wall mounted TV's etc.) on their own must contact the Facilities Manager to obtain clearance to ensure that the work area does not contain any hazardous materials (lead, asbestos, etc.) prior to starting the work.

#### 3. Furniture Moves

The Building and Grounds Division is responsible for accomplishing all moves of furniture, furnishings, and equipment. Some moves may require coordination by the Information Technology Division of Administrative Services. Most moves will be accomplished by County personnel, Jail inmates participating in the Trustee program or the use of contractors. Determination of method will be made by the Administrative Services Director.

#### 4. Furniture Repairs

Requests for repairs to furniture shall be evaluated by the Facilities Manager. Where feasible the repairs will be completed by County maintenance personnel; however, requesting departments will be charged on a time and materials basis. The Facilities Manager shall also coordinate any warranty repairs.



5. Requests

Departments requiring furniture moves will advise the Buildings and Grounds Division of requirements at least thirty (30) working days prior to desired move date (prior telephonic coordination is desirable).

6. New Furniture

Several of the County facilities have furniture standards. Furniture purchases must be approved by Administrative Services to ensure compliance with standards. This improves aesthetics of our buildings as well as eases warranty tracking and eases maintenance and repair.

7. Building Security

Basic responsibility for security of a department's facilities rests with the using department. Overall building security needs shall be coordinated by Administrative Services.

A. Security Badges

Every employee of Yuba County shall have an ID badge with them or at their work station at all times each day they are at work. Some facilities require you to have your card on your person at all times. Each employee has the responsibility to take the appropriate care to control his or her badge to prevent loss and thereby any unauthorized access to County facilities.

See Section E-6 Security Badges for additional information

B. Keys

The Facilities Manager will provide locksmith services and maintain master key control records. Keys will be issued only upon receipt of a written request signed by a Department Head or acting Department Head. Keys must be signed for upon receipt by the department.

1. Department Heads are responsible for all keys issued to their employees. Only County employees specifically authorized by the Department Head may receive keys, and Department Heads shall maintain a written record of each key issued.
2. Duplicate keys may be obtained only upon written request to the Facilities Manager.
3. Check out procedures will be established by each department to ensure keys are turned in by departing employees.

8. Energy Conservation

Energy conservation is defined as management actions directed toward more efficient utilization of all energy sources.

- A. County policy is to support energy conservation and to maintain and operate all County facilities at appropriate energy levels to conserve fuel and to serve as an example to the public.
- B. The Director of Administrative Services is responsible for maintaining temperature settings in County facilities to conform with energy conservation and efficiency standards. County employees shall not tamper with thermostat settings.
- C. Space heaters are prohibited in all County offices.

9. Sign Control

To insure a uniform high standard of appearance for all signs installed on County property and to keep maintenance and acquisition costs to a minimum, a sign control procedure shall be established.

- A. Included for the purposes of this procedure are all County identification, informational and directional signs, except those used in connection with roads and recreation facilities.
- B. The Building and Grounds Division is responsible for establishing standards and reviewing all proposed sign installations for conformity with these standards. Basic sign standards indicate that signs shall be consistent with other signs in the facility, easily visible, and meet any legal signage requirements. Additional standards may exist by facility. See Administrative Services for guidance.

10. Posting of Notices

No announcements, advertisements or other printed material with the exception of public notices, those required by statute, posted in designated locations shall be posted in or on County facilities without the express permission of the Administrative Services Director. Such permission shall be requested, in writing, and shall include the reason for the request, and desired duration of the posting. In the interest of a uniform high standard of appearance, the Administrative Services Director shall have discretion to reject such requests, or to limit the duration of posting.

12. Space Management

The Board of Supervisors is ultimately responsible for the assignment of departmental office space in all County facilities. At the staff level the Director of Administrative Services is charged with collecting and analyzing departmental space needs and requirements and recommending assignments to the Board through the Public Facilities Committee, which shall consist of two Supervisors, the County Administrative Officer, County Counsel, and the Director of Administrative Services.

13. Paint Colors

County facilities may have standard paint colors for aesthetics and for ease of maintenance. Any painting should be approved by Administrative Services and should utilize a standard paint color. Administrative Services shall document existing standards, and may adopt new standard colors as they see fit.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  WASTE DISPOSAL	<b>Policy Number:</b> E-4	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### POLICY:

The County of Yuba and all of its entities will strive to be good stewards of the environment. We will work to minimize our waste, and agree to handle our trash and waste materials in an environmentally appropriate manner.

### RECYCLING:

Where feasible, county employees in participating County facilities shall recycle any applicable materials as directed by the Administrative Services Director. The recycle program will be coordinated by the Custodial Services Division and may include participation from outside entities.

### UNIVERSAL WASTE DISPOSAL:

The Facilities Manager will maintain the County Universal Waste Disposal Program. All materials deemed universal waste; such as fluorescent tubes, compact fluorescent bulbs (CFLs), spent electronic ballasts, spent batteries, and non-empty aerosol cans, will be properly collected, stored, and disposed of in compliance with federal, state and local laws.

### E-WASTE :

The Facilities Manager will manage the County Electronic Waste Disposal Program and coordinate appropriate disposal. Information Technology shall monitor and properly collect and dispose of in compliance with federal and state law all materials deemed electronic waste that are not Universal Waste. These items include spent computer monitors, keyboards, CPUs or 'mother-boards,' cases, other computer components, discarded printers, calculators, telephone equipment and other related electronic waste products. Any item containing a circuit board, keyboard, or display screen qualifies as e-waste and must be disposed of in accordance with state and federal law.

### HAZARDOUS MATERIALS:

All materials deemed **hazardous** waste that is not universal or electronic waste including but not limited to paint, chemicals, oil, solvents, paint thinner, other unknown liquid, or products that carry words like danger, warning, toxic, flammable, corrosive or explosive must not be put in the regular trash and must be dealt with appropriately. Departments are to contact the Administrative Services Department to arrange for pick-up and disposal.

## CONFIDENTIAL DOCUMENT DISPOSAL:

All confidential documents required and certified to be destroyed in accordance with applicable federal, state and local laws, and county policy, shall at the discretion of the Department Head, be shredded on-site by county employees or destroyed through a confidential documents destruction contractor who meets county purchasing and confidentiality guidelines. County departments may contact the Facilities Manager and have their documents destroyed in accordance with *Documents Destruction Procedure Policy*. A copy of this procedure is available in Administrative Services.

### Of Special Note:

Public records or writings may only be destroyed in strict accordance with State law as:

- A. Certain public records may never be destroyed.
- B. Certain public records may be destroyed only after reproduction and with authorization by the Board of Supervisors.
- C. Most court records require court approval prior to destruction.
- D. County destruction of records procedures must be enacted by Board resolution.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  USE OF COUNTY FACILITIES	<b>Policy Number:</b> E-5	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### POLICY:

It is the policy of the Board of Supervisors that all County premises, which includes but is not limited to conference and meeting rooms in County owned or leased buildings are for use by County departments and other authorized groups and individuals for the purposes of conducting public business (Resolution# 2006-77, Government Code 3207).

### PROCEDURE:

#### 1. County Conference Rooms

##### A. Board of Supervisors Chambers

For use by the Board of Supervisors, Yuba County Water Agency, County staff, appointed commissions, boards and committees, and other state and federal government entities for conducting public business. Reservations are made with the Clerk of the Board of Supervisors.

##### B. Government Center Conference Rooms

For use by County departments, appointed commissions, boards and committees, and other authorized groups and individuals for the purposes of conducting public business. Reservations are made with Administrative Services Department.

##### C. Dan Avenue Conference Rooms

For use by County departments, appointed commissions, boards and committees, and other authorized groups and individuals for the purposes of conducting public business. Reservations are made with Administrative Services Department.

##### D. Courthouse Third Floor Conference Room

For use by County departments, appointed commissions, boards and committees, and other authorized groups and individuals for the purposes of conducting public business. Reservations are made with Administrative Services Department.

##### E. Packard Avenue and One Stop Conference Rooms

For use by County departments and other authorized groups and individuals for the purposes of conducting public business. Reservations are made with Health and Human Services staff.

F. Library

For use by County departments and other authorized groups and individuals for the purposes of conducting public business or as otherwise permitted with approval of the Library Board. Reservations are made with Library staff.

2. Conditions of Use

Users of conference or meeting rooms will be subject to the conditions of use as from time to time established by the Administrative Services Department. A list of *Room Use Guidelines* is available from Administrative Services (*Attachment A*).

Conditions of use shall include, but not be limited to, providing appropriate liability insurance (for non-government entities), leaving the room in a clean and orderly condition, furniture returned to its original location (unless prior arrangements have been made), returning all borrowed equipment, and placing trash in trash receptacles provided.

Meetings or events taking place after normal business will require after-hours security services. Any group reserving a room will be required to pay for those services. Rates are pre-negotiated with the County's security provider and are available from Administrative Services.

Any event or occurrence requiring the dispatching of an on-call building maintenance or IT maintenance person to come on site (i.e., alarm trip, maintenance issue, etc.) after hours will result in a two-hour minimum charge at the hourly rate for Buildings & Grounds. The Administrative Services Department can provide the current hourly rate. The rate is also available in Title 13 of the County Ordinance Code under the Consolidated Fee Schedule.

After hours meetings by groups other than County Commissions are subject to a room charge to cover the cost of heating/cooling and related services. The current rate can be obtained from the Administrative Services Department.

Any meetings requiring extensive follow-up cleaning will be billed for custodial services. The rate billed will be the published rate at the time of service.

No alcohol is permitted in conference or meeting rooms.



**County of Yuba  
Department of Administrative Services**

Thank you for choosing Yuba County's Government Center as the place to hold your meetings/trainings. We would like to take this time to outline the ground rules while inside the Government Center.

We hope you enjoy your time here inside the Government Center.

**Breaks:**

1. If you wish to spend your break in our beautiful atrium area, please keep the volume down as there are many County offices facing this direction and people can hear everything going on in the hallways.
2. We do have a break room located down the back hall on the west side of the building. There are many tables to use in there, along with an outside patio area. There are also a few vending machines with sodas and snacks in this room. We also have a microwave, a refrigerator and a sink. The code to enter this room is 1937.

**Conference Rooms:**

1. While using our conference rooms, please make sure to place all tables and chairs back into their original positions at the end of your day.
2. Please be sure to clean off all chalk or dry erase boards that may have been used.
3. Please be sure to clean off all tables and place all trash in the available trash cans located in the conference rooms.

**Parking:**

1. There are many parking spaces available to accommodate you. Parking is located in front of the Government Center, as well as to west side near the Save Mart/former CVS Pharmacy and the DaVita Center. Parking is also available on the east side, facing I Street.
2. Please do not park in the 2-hour parking spaces, as those are reserved for people stopping in to do business with our County offices located here.

There is a charge for security services for evening and/or weekend meetings and our office can tell you what the going rate is at the time you schedule your meeting. There may also be charges for room use (for use by other than a County Commission) or if a maintenance person must be called in to respond to an urgent need or alarm. Our office will explain that at the time of your reservation.

Thank you for your time and we hope you have a pleasant time using our Conference Rooms.

# Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  SECURITY BADGES	<b>Policy Number:</b> E-6	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 10/27/09	<b>Revised Date:</b> 12/16/14

## POLICY:

Every employee of Yuba County shall have a security badge that identifies them as a County employee and grants them access to areas where they work or need to access to in order to perform their assigned responsibilities.

## PROCEDURE:

### 1. Current Employees

Every employee will carry their identification badge with them or at their work station at all times each day they are at work, and will take appropriate care to keep it under their control to prevent unauthorized access to Yuba County facilities.

### 2. Lost Badges

If an employee misplaces or loses their identification badge he or she shall:

- A. Notify Administrative Services and their Department/Division Leader as soon as they become aware of the situation.
- B. Contact the Administrative Services Department in the Government Center to obtain a temporary badge.\*
  - B1. Temporary badges will be authorized for daytime-only access for up to 14 days. Other access can be included by special arrangement.
  - B2. By the end of the 14 day period, if the badge is not found, the individual contact the Administrative Services Department to obtain a permanent replacement badge.

*\*Some divisions will have a limited set of temporary badges to allow for short-term access privileges. Each department will be responsible for tracking the holder of each temporary badge at all times, and agree to abide by the 14 day limit for temporary badge use. Each of these departments will participate in a six month audit of their cards by Administrative Services to verify the list is current.*

### 3. New Hires

Upon hire of any new employee, the hiring department will complete an 'Authorization for a Security Badge' request form (provided by Administrative Services) as well as a Buildings & Grounds work order to request the card. This should be done prior to the employee's start date to insure the badge is ready for their first day of work.



Once the request has been submitted, the hiring department will need to contact Administrative Services to schedule an appointment to have a photo taken of the new hire. The badge will be created shortly thereafter. Administrative Services will notify the employee and/or employee's supervisor when the badge is ready and make arrangements for pick-up.

4. Terminations/Retirement

It is the responsibility of each Department Head or his/her designee to notify Administrative Services as soon as an employee leaves active employment. Advance notice is suggested when possible. Confidential requests can be made by contacting the Director of Administrative Services.

5. Contractor/Vendor Badges

Any vendor that a County department anticipates working on site for an extended or recurring period (i.e. consultant, repair technician, etc.) may be issued a security access badge.

- A. Each vendor badge must bear the name of the individual from the vendor. Generic badges may not be issued to a provider (only authorized exception is the US Postal Service letter carrier).
- B. For a vendor to be issued a badge, there must be a 'sponsoring' department that will accept responsibility for the vendor.
- C. Any vendor that performs work in any confidential department or area (i.e. Sheriff's Office, Health & Human Services, etc.) must have previously passed a background check. This includes California DMV and Department of Justice check with the results being shared with Administrative Services (prior to card issuance).
  - C1. Cards may be issued to vendors who have not completed a background check, however those vendors must be escorted at all times in any of the 'confidential' designated areas by a County employee authorized to be in these areas.
  - C2. Vendor cards will automatically expire after three months. Access may be renewed with prior approval.
  - C3. Vendor cards will be limited to daytime access only unless special circumstances require an alternate schedule.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  REAL ESTATE AQUISITION	<b>Policy Number:</b> E-7	<b>Page Number:</b> Page 1 of 1
	<b>Date Approved:</b> 10/27/09	<b>Revised Date:</b> 12/16/14

### POLICY:

In an effort to have consistent processes when acquiring real estate, all real estate transactions shall be coordinated through Administrative Services and shall be performed in accordance with Yuba County Ordinance Code Section 2.50, Article 5 relating to the Purchase of Real Property. This will assist in planning for proper maintenance of facilities, and proper record keeping for the County's entire real estate portfolio in a central location. Proper record keeping includes storage of sales contracts, leases and other pertinent negotiation documents, project plans, and etc. This will ensure that the property inventory report is accurate and each property has adequate insurance. When notified of property transactions, Administrative Services shall ensure that the department initiating the transaction has all of the information needed to update all of these documents.

### PROCEDURE:

#### 1. Real Estate Purchases & Other Acquisitions

The Administrative Services Director is responsible for coordination, planning, and negotiation of all real estate purchases, and for maintaining records of those purchases. If the need to purchase real estate arises, departments should contact Administrative Services and provide an explanation of the requirements.

Departments should notify Administrative Services if property is acquired through any means, even if not purchased. This will allow Administrative Services to share with departments how to properly document acquisition in the centralized repository.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  EMPLOYEE STATUS CHANGE NOTIFICATION	<b>Policy Number:</b> E-8	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 10/27/09	<b>Revised Date:</b> 12/16/14

### POLICY:

There are many items that require coordination with the Administrative Services, Information Technology, and Human Resources departments when hiring, transferring, promoting, reassigning, or releasing an employee. It is critical that these staffing changes are communicated in a timely manner to ensure that the tasks associated with the change are completed when necessary.

### PROCEDURE:

#### 1. Required Tasks

The following are some of the required tasks that are involved when a change in employee status occurs.

- A. Security Badges : Administrative Services needs to be notified as soon as possible in order to effectively issue, revise, or terminate a County Security Badge. Badges need to be physically turned in to Administrative Services upon employee's departure. It is the responsibility of the department to secure the County Security Badge upon the employee's departure.
- B. County Credit Cards for Travel: Administrative Services needs to be notified as soon as possible in order to effectively order, revise, or terminate a County Credit Card issued to a Department Head. Cards need to be physically turned in to Administrative Services upon Department Head's departure by the department.
- C. Office Keys: Administrative Services needs to be notified as soon as possible to effectively issue or collect a County Office Key. Keys need to physically turn in to Administrative Services upon employee's departure by the department.
- D. Information Technology: Information Technology needs to be notified as soon as possible to effectively configure, change, or terminate technology related services. The services are for the following items: desktop computer, laptop computer, desk phone, cell phone, etc.
- E. Personnel Related Items: Human Resources needs to be notified as soon as possible in order to complete the various tasks involved when an employee status change occurs. Tasks include issues related to pay, retirement, benefits, unemployment insurance, etc.

2. Timeframe

Departments need to notify Administrative Services and Human Resources within 48 hours in advance of the proposed staffing change (not after it has already occurred). If the staffing change involves a termination or immediate resignation, departments must notify Administrative Services, Information Technology, and Human Resources immediately.

3. Confidential Notification

If the notification is deemed confidential, (i.e. disciplinary action related, supervisor has not had the opportunity to discuss with staff involved, etc.) departments need to contact the Administrative Services Director or Chief Information Officer directly along with the Human Resources Director.

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  PRIVACY (HIPAA) POLICY	<b>Policy Number:</b> F-1	<b>Page Number:</b> Page 1 of 7
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### BACKGROUND:

The Health Insurance Portability and Accountability Act (HIPAA) was created to assure that health care consumers have the right to communicate in confidence with their health care providers and to have the confidentiality of their Individually Identifiable Health Information (IHII) protected. The County of Yuba, as a hybrid entity under HIPAA regulations, has established the Privacy Policy contained herein. The purpose of this policy is to assure that the County of Yuba complies with HIPAA regulations and insures that reasonable and appropriate administrative, technical and physical safeguards are established and maintained to protect the privacy of Personal Health Information (PHI) for their health care consumers. Additionally, the goals of the County of Yuba are to:

- Better serve our customers, clients, and consumers
- Provide necessary information to meet legal requirements and protect Yuba County and our employees in meeting enforceable federal legislation
- Fulfill our duty to protect the confidentiality and integrity of confidential medical information as required by law and professional ethics and
- Support the general concept of the public's right to have more control over their personal information

The HIPAA Privacy Rule, as recently amended, is addressed in this Privacy Policy. The policy will be reviewed regularly to assure that it addresses any changes to the existing Privacy Rule.

The County has, within its service structure, many departments and offices that receive, collect, store, use, and transmit Individually Identifiable Health Information protected under Federal and State laws. Individual departments have the responsibility to develop departmental policies, procedures and practices necessary to expand and tailor this overall County policy to the particular needs of their department. A department will not be considered HIPAA compliant until department-specific policies, procedures and practices are adopted as necessary in accordance with this County policy.

The HIPAA Privacy rule provides a minimum Federal standard for privacy protection. State and Federal laws that are more stringent remain in force. The Privacy Rule is not intended to serve as a best practices standard, thus, privacy standards that are more protective retain their vitality and must be adhered to. It is not the intention of this County, in establishing this policy, to make compliance so difficult as to hinder the County's myriad responsibilities under other laws and regulations.

## DEFINITIONS:

### Authorization

Authorization means valid written permission, obtained from the patient, to use or disclose protected health information, in circumstances other than those permitted under HIPAA. The HIPAA Privacy Rule permits a covered entity or a hybrid entity to use and disclose Protected Health Information for the entity's treatment, payment or health care operations (TPO) or specified TPO purpose of another entity.

### Breach

The unauthorized acquisition, access, use or disclosure of Protected Health Information, in any medium (paper, electronic, oral) in violation of any State or Federal law, which compromises the privacy, security, or integrity of the information.

### Business Associates

Business Associate (BA) is a person or organization, other than a member of a covered entity's workforce, that performs certain functions or activities on behalf of , or provides certain services to, a covered entity that involve the use or disclosure of individually identifiable health information. A Covered Entity (CE) may be a Business Associate of another Covered Entity.

### Covered Entity

Covered Entity means a health plan, a health care clearing house or a health care provider who transmits any health information in electronic form in connection with a health care transaction covered by HIPAA regulations.

### Hybrid Entity

Hybrid Entity (HE) means a single legal entity that is a Covered Entity and whose covered functions are not its primary functions. Yuba County is designated a Hybrid Entity because, while some departments or offices within the County perform health care provider or health plan functions, providing those functions is not the primary function of Yuba County. The covered components of a Hybrid Entity are subject to change as the HIPAA Privacy Rule is amended. Components, meaning departments or offices of the County can be included in or deleted from the list of covered components that are required to comply with HIPAA mandates at the time of those amendments.

### Limited Data Sets

A Data Set is a unit of information that is exchanged between two parties in a transaction. HIPAA allows for the use and disclosure of a limited data set that will not include direct identifiers but will retain certain potentially identifying information. The use or disclosure of any such limited data set information is limited to health care operations, research and public health purposes. Additionally, before disclosing a limited data set the disclosing covered entity or hybrid entity MUST obtain a use agreement from the recipient. The recipient MUST agree to limit the use of the limited data set to the purpose allowed by the HIPAA regulations.

The following direct identifiers MUST be removed from limited data sets:

- Names of individuals
- Postal address information, other than town or city, State and zip code
- Dates-date of birth, death, admission, or discharge
- Telephone numbers
- Fax numbers
- Electronic mail addresses
- Social security numbers
- Medical record number
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images
- Any other unique identifying number, characteristic, or code, except as permitted by HIPPA

#### Minimum Necessary

Minimum necessary refers to the amount of protected health information disclosed when requested. When responding to a request for the disclosure of protected health information, the disclosing entity MUST limit the disclosure to what is reasonably necessary for the intended purpose and should do so without sacrificing the quality of health care. Additionally, the requesting entity needs to limit the request for protected health information to only what is reasonably necessary for the intended purpose.

#### Notice of Privacy Practices

The HIPAA Privacy rule requires that all Covered Entities and Hybrid Entities provide their patients with a Notice of Privacy Practices written in plain language. The notice MUST advise the patient of how his/her medical information may be used and disclosed and how he/she can request access to their medical information which includes inspections of their medical record, request amendment to and receive paper or electronic copies of their medical record. The patient may request confidential communication. The notice must inform the patient of their right to request a restriction to certain uses and disclosures and their right to request an accounting of disclosures that includes the name of person or entity who received their medical information, date of disclosure, brief description of disclosed information, reason for disclosure and a copy of the request. The notice must inform patients of the policy to use or disclosure of protected health information for marketing and fundraising purposes. The notice must state the Covered Entity or Hybrid Entity is required by law to maintain the privacy of Protected Health Information and whom individuals can contact for further information. The Notice must also identify the procedure for filing a complaint when a patient believes that his/her privacy rights have been violated.

## Privacy

Privacy, for the purposes of this Policy, means an individual's right to have his/her health information protected from disclosure to other persons or entities for any purpose other than those required or permitted by the HIPAA Privacy Rule.

## Protected Health Information

Protected Health Information means individually identifiable health information, whether it is in electronic, paper or oral form relating to any past, present, or future physical or mental health or condition of an individual, provision of health care to the individual or the payment of health care of that individual (TPO), that is created or received by, or on behalf of, a covered entity or a hybrid entity or its health care component.

## Security Incident

An event that has caused or could cause the unauthorized access to , use, disclosure, alteration, or destruction of Protected health Information or interference with information technology system operations that negatively impacts the privacy, confidentiality, security, availability, or integrity of Protected Health Information.

## PROCEDURE:

### 1. Assessments

The County and its departments will continually assess their business practices in order to determine Individually Identifiable Health Information within the County and its Departments that needs to be protected. Included in the assessments will be a determination of the location, purpose and final destination of the Individually Identifiable Health Information. Additionally, the assessments will identify the existing legal mandates covering the collection, retention and use of the Individually Identifiable Health Information as well as the methods used for handling, sharing and transmitting of the information within the County and with other entities.

### 2. Training

- A. Although not all departments within the County are covered components in regard to HIPAA, in an attempt to emphasize the importance of confidentiality and to reduce risk throughout the County of Yuba, all employees will receive training regarding the County Privacy Policy at County orientation during the month of hire. Employees will be required to sign a Statement of Understanding and/or a Confidentiality Agreement after they have completed training.
- B. Each department/division performing functions covered under HIPAA will be responsible for providing training and retaining documentation of training provided to its employees on specific department policies, procedures and practices relating to confidentiality and HIPAA.



3. Departmental Policies and Procedures

- A. All Departments performing functions covered under HIPAA will develop and maintain written policies, procedures and practices that are necessary to assure compliance with the County Privacy Policy and the HIPAA Privacy Rule and will train their employees on these policies, procedures and practices and retain records of training for audit purposes. The policies must be reasonably designed and take into account the size of and the type of activities that relate to Individually Identifiable Health Information used by the department. The County and departments must change policies and procedures as necessary and appropriate to comply with changes to the HIPAA Privacy Rule.
- B. While each department is responsible for monitoring its compliance with County policy, any infraction that appears systemic or repetitive will be reported to the County for investigation.

4. Notice of Privacy Practices

In compliance with the HIPAA Privacy Rule, the County of Yuba will distribute the Notice of Privacy Practices to their health care consumers. The Notice of Privacy Practice is given to each client receiving health care treatment at the first service encounter. The client will sign a written acknowledgement of the receipt of the notice. The service provider must document the reason for any failure to obtain the client's written acknowledgement. Also, the notice must be posted at each service delivery site in a clear and prominent place where people seeking services may be reasonably be expected to be able to read the notice. The notice must be provided to anyone upon request and must be electronically available on the County website.

5. Allowable Uses and Disclosures

In general, subject to specified limitations outlined in Section 164.502 through 164.514 of the HIPAA rule and more stringent State and Federal laws, each covered function within the County may use or disclose Protected Health Information for treatment, payment and health care operations. Departments will maintain an accounting of disclosures of protected health information. Policy and procedures will be developed and implemented within each department that restricts access and uses of protected health information based on the specific roles of the employee. This policy and procedures for routine, recurring disclosures, or requests for disclosures, will limit disclosures of protected health information to the minimum necessary to achieve the purpose of the disclosure.

6. Access

The County's Notice of Privacy Practices states the client's rights to access their Protected Health Information. County Departments will establish policy and procedure for individuals or their personal representative to access inspect and/or obtain a copy of the individual's Protected Health Information. A procedure to provide individuals or their personal representatives with an opportunity to amend their Protected Health Information will also be established. The policies and procedures will be consistent with the requirements of HIPAA regulations.

7. Business Associates

When a covered component of the County uses a contractor or other individual which is a non-workforce member to perform functions, services, or activities that involve the use or disclosure of protected health information, the HIPAA Rule requires that the covered entity include certain protections for the information in a business associated agreement. In the business associate contract, the County must impose specified written safeguards on the individually identifiable health information used or disclosed by its business associates. County Counsel will monitor all contracts to identify Business Associates who are subject to HIPAA regulations. If the County becomes aware of non-compliance with HIPAA regulations on the part of a Business Associate, the County will terminate the contract and report the problems to the Secretary of the U.S. Department of Health and Human Services.

8. Sanctions and Penalties

There are civil and/or criminal penalties imposed by the Federal Government for the misuse or prohibited disclosure of Individually Identifiable Health Information and Protected Health Information with fines ranging from \$100 to \$1,500,000 and punishment of up to ten years in prison. In addition, the County may impose disciplinary action, up to and including termination of employment for failure to comply with County or department HIPAA and confidentiality policies. The specific disciplinary action will be determined based on the severity of the workforce member's failure to comply with the County or department HIPAA and/or confidentiality policies. The following four areas may be cause for applying sanctions or disciplinary action to a workforce member:

- A. Failure to comply
- B. Wrongful use or disclosure of Individually Identifiable Health Information
- C. Violations of relevant State or Federal Law
- D. Violation of the County of Yuba or departmental policies and/or procedures as they relate to HIPAA or confidentiality

9. Privacy Complaints

Health care consumers and other individuals may direct complaints regarding the privacy of their Protected Health Information to:

- A. Designees within the County departments
- B. The County
- C. Privacy Officer of the CA Department of Health Care Services Office of HIPAA Compliance
- D. The Secretary of the Department of Health and Human Services (Federal)

10. Complaints and Whistleblowers

Individuals or whistleblowers can report suspected HIPPA Policy violations to specified designees within each department. These complaints can be anonymous and retaliatory actions against the complainants is prohibited. The County will attempt to mitigate, to the extent practicable, any harmful effect resulting from a violation of HIPAA rules. The complaints and resolutions will be documented and retained for six years.

11. Reporting Security Incidents and Breaches

- A. Employees shall timely report security incidents and breaches to their department management as appropriate and/or the designee within the department. Department management will consult with County Counsel and escalate incidents and breaches to County authorities as appropriate.
- B. Covered entities must ensure Business Associates agree to notify the covered entity of any breach, or security incident involving unsecured protected health information of which the business associate becomes aware, including any access to, or use or disclosure of protected health information not permitted by an Agreement.
- C. A breach affecting 500 or more individuals must be immediately reported to the Secretary of the Department of Health and Human Services followed by timely completing and electronically submitting a breach report. For breaches that affect fewer than 500 individuals, the individual breaches are logged and electronically reported to the Secretary of the Department of Health and Human Services within 60 days of the end of the calendar year in which the breaches were discovered. The County may also be required to notify the general public and each individual affected by the breach.
- D. Each Department shall have policies and procedures regarding when, how, and to whom to report security incidents and breaches of protected health information.

Note: Depending on the date/information involved, security incidents and breaches may be reportable to other state and federal agencies.

12. Severability

In the event any provision of this Policy is declared by a court of competent jurisdiction to be illegal or unenforceable, that policy provision shall be null and void, but such nullification shall not affect any other provision of the Policy, which shall remain in full force and effect.

**Policy Authority:** *The Privacy Act of 1974 (5 U.S.C. §552a),  
The Health Insurance Portability and Accountability Act of 1996  
(42 U.S.C. §1320d)  
Health Information Technology for Economic and Clinical Health (HITECH)*

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  COUNTY COUNSEL SERVICES	<b>Policy Number:</b> J-1	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

#### 1. Provision of Legal Services

The office of County Counsel is charged with giving legal advice to the Board of Supervisors and County departments. The County Counsel is also charged with prosecuting legal actions brought by the County and with defending legal actions brought against the County and/or its employees while they are acting within the scope of the employer/employee relationship.

#### 2. Requests for Legal Advice

Except in situations of immediate urgency, requests for legal advice are to be in writing and directed to the County Counsel. A Request for County Counsel Services form has been developed by County Counsel for Department Heads to complete with their request or question. Legal questions and requests for legal advice are never to be sent by e-mail. *See Attachment A.*

- A. Department Heads may designate one person in addition to the department head who will have authority to request legal advice from County Counsel. The County Counsel will not respond to a request for legal advice except as provided herein or in situations of immediate urgency.
- B. County Counsel will attempt to respond to requests for legal opinions within 14 working days of receipt of a request from a department. This allows prioritization of requests and flexibility to accommodate urgent requests.
- C. All contracts, professional services agreements and MOUs submitted to the Office of County Counsel for legal review must first be routed to Risk Management for review and approval. Once the Office of County Counsel receives a Risk Management approved contract/agreement/MOU for legal review, County Counsel will attempt to review and return the documents within 14 calendar days of receipt.

#### 3. Threatened and Actual Litigation

When any employee and/or the County is threatened, either orally or in writing, with suit as a result of employment related activity, such event shall be reported by the person receiving the threat to his/her Department Head who will then advise the County Counsel.

- A. When any County employee is served with any legal process (summons, complaint, subpoena) relating to any aspect of his/her employment with the County, the person shall orally advise County Counsel of such service at the first opportunity and shall then follow the instructions given by County Counsel for delivery of the process to the Office of County Counsel.
- B. If a County employee is sued as a result of any act or omission relating to his/her employment with the County, the employee shall request, in writing, that the Office of County Counsel provide him/her a defense if the employee so desires.

4. Agenda Review

When any department seeks to place on the Board of Supervisors' agenda any material requiring the review of County Counsel, such material which includes but is not limited to all closed session matters, shall be reviewed by County Counsel prior to submission to the Clerk of the Board for placement on the agenda. Material requiring the review of County Counsel submitted to the Clerk of the Board prior to such required review will be returned to the department.

**CONFIDENTIAL ATTORNEY-CLIENT REQUEST**  
**FOR COUNTY COUNSEL LEGAL SERVICES**  
***(Supplement requests with attachments if necessary)***

Requesting Department \_\_\_\_\_

Date \_\_\_\_\_

**SPECIFIC QUESTION(S) TO BE ANSWERED:**

**BACKGROUND INFORMATION** – If this is an opinion request, please provide description of the problem/your concern, giving events, names, addresses (zip codes), dates and times; also attach copies of all background documents, including local, state or federal program documentation and names/citations to applicable statutes, (we need more than, e.g., SB 90; we need session law or code cite, e.g., statutes 1972, chapter 1406 or Revenue and Taxation Code §2201 et seq.) ordinances, regulations, cases of which you are aware.

**IF THIS IS A LEGAL DOCUMENT REQUEST** also include Contract/Lease - attach your draft of any pertinent contract, lease, ordinance or resolution.

Requested Date of Completion \_\_\_\_\_

Reason for Requested Completion Date if Less Than 21 Working Days:

**DEPARTMENT HEAD APPROVAL**

\_\_\_\_\_  
(Signature)

Contact Person \_\_\_\_\_ Telephone/Ext \_\_\_\_\_

## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  REQUISITIONING SUPPLIES	<b>Policy Number:</b> K-1	<b>Page Number:</b> Page 1 of 2
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 12/16/14

### PROCEDURE:

#### 1. Printing Requisitions

The Department of Administrative Services no longer operates a Copy Center on site at the Government Center. Contractual relationships have been developed with several local print houses to handle the County copy/print needs. Contact information is available from Administrative Services. Departments are encouraged to work directly with these local businesses for their requirements. Most of these businesses create a master monthly invoice which is processed through Administrative Services.

- A. At the end of each month, Administrative Services will complete a journal request itemizing the copy/print charges by department. The request will be submitted to the Auditor-Controller's Office for processing. A copy of the journal request will be sent to each department that incurred a charge for their records.

#### 2. Requisitioning Supplies

All requisitions for office supplies and specialty items shall be made through the designated supplier as defined by the Purchasing Department. A countywide contract is in place to ensure that County needs are met, and that the County receives overall best pricing, rapid response times, and centralized billing. Any requests for unusual or specialty items should be coordinated with the Purchasing Coordinator in Administrative Services to ensure that the item is not already under County contract. If an item is not under contract, the guidelines published in the County's Purchasing and Contracts Manual must be followed.

- A. At the end of the month, each department will be charged for its total requisitions for the month.
- B. Supply invoices are paid centrally by Administrative Services, and departmental costs are allocated back through the Auditor-Controller's Office. Any discrepancies should be discussed and resolved with the Auditor-Controller and Administrative Services.

#### 3. Sufficient Funds Must be Available

Supplies, printed material, and copier material cannot be requisitioned unless the department's budget has sufficient funds to cover the cost.

4. Messenger Service

The Department of Administrative Services shall provide interdepartmental mail and messenger service to all County departments. A centrally located collection station shall be established in each major county facility for deposit and receipt of correspondence. Outgoing U.S. mail shall be segregated by departments and marked with the department number to be charged. Outbound packages must be delivered directly to Administrative Services for UPS/Federal Express processing. All overnight/express packages must be received by Administrative Services by 3:00 p.m. for same day processing.

5. Ergonomic Devices and Workstation Modifications

All requests for ergonomic devices, workstation modifications or accommodation with special devices (i.e. ergonomic keyboards, chairs, desk height changes, etc.), or requests for an ergonomic evaluation of a work station or area shall be coordinated through Human Resources.

Installation of any of the special devices or workstation modifications must be coordinated between Human Resources and Administrative Services.

6. Office Equipment

All purchase and lease agreements for office equipment exceeding \$5,000 shall require strict adherence to the guidelines outlined in the County Purchasing and Contracts Manual.

The Purchasing Agent or his/her designee is responsible for purchasing or leasing copiers.

Purchases of information technology equipment require the approval of the Information Technology Manager and may also require approval from the Technical Review Committee (TRC).



## Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>	<b>Policy Number:</b>	<b>Page Number:</b>
PROPERTY & EQUIPMENT	K-2	Page 1 of 3
	<b>Date Approved:</b>	<b>Revised Date:</b>
	02/19/08	12/16/14

### PROCEDURE:

#### 1. Annual Inventory

The annual inventory is governed by the provisions of Chapter 2.95 of the Yuba County Ordinance Code.

#### 2. New Equipment

A Capital Asset Acquisition Form will be prepared by the receiving department for all new fixed asset purchases in excess of \$5,000 and sent to the Auditor-Controller with payment of invoice. Failure to do so will result in non-payment of merchandise.

#### 3. Surplus County Property

Surplus county property is classified into two categories:

- A. Departmental Surplus, which is no longer required by the responsible department, but is likely to be useful to another department. Departmental Surplus may be transferred between departments or to the Purchasing Agent.
- B. General Surplus, which is no longer required by the responsible department, and in all probability would not be useful to any of the other departments. General Surplus may be disposed of in accordance with §2.50.060 of the Yuba County Ordinance Code.

#### 4. Surplus Property Transfer

When a department has surplus property on their inventory that is no longer useful to the department, they may:

- A. Transfer the surplus to another department by completing a Capital Asset Equipment Transfer Form, including signatures from both departments, and directing the form to the Auditor-Controller.
- B. Transfer to General Surplus by completing a Capital Asset Equipment Transfer Form or Capital Asset Disposal Form and directing the form to Administrative Services. A copy of the Surplus Transfer Procedure is available from Administrative Services.

5. Surplus Equipment Pool

The Purchasing Agent shall maintain a pool of extra equipment and furniture and shall make it available to any County agency, department, office or institution having a need. Further details are outlined in §2.50.060 of the Yuba County Ordinance Code.

6. Surplus Property Disposal

Any item of property with a value less than \$1,000 may be declared surplus by the head of the department. Any item of property with a value of \$1,000 or more shall be declared surplus only by the Board of Supervisors.

Once the property has been declared surplus, the Purchasing Agent shall dispose of the items in accordance with the Yuba County Purchasing and Contract Policy Manual and Chapter §2.50.060 of the Yuba County Ordinance Code.

7. No Other Methods Allowed

Under no conditions are any Department Heads or employees to sell, give away, or exchange County property, other than as provided by the Board of Supervisors. This refers to operating equipment, supplies, office furniture, and any other tangibles belonging to the County of Yuba.

8. Rental or Loan Prohibited

The rental or loan of County property, either real or personal, to persons other than as directed by the Board of Supervisors is prohibited by law.

PERSONAL TELEPHONE USE

9. Long Distance Personal Telephone Calls

County telephones are provided for the conduct of County business and shall not be used for personal long distance telephone calls. In emergency situations, and with the prior approval of the supervisor, such calls may be made if the call is billed to the employee, or to the employee's personal credit card. Abuse of this privilege shall be subject to disciplinary action by the supervising authority in accordance with County procedures.

Department Heads shall establish and implement a monthly review of departmental long distance charges. The Department of Administrative Services shall develop and maintain the programs and databases necessary to assist County departments in identifying unauthorized use of long distance lines by analyses of variances and unusual usage patterns.

10. Local Personal Telephone Calls

The use of County telephones for local personal telephone calls shall be kept to a minimum and such use shall not interfere with the conduct of County business. Frequency and duration of personal calls should be kept to a minimum in order to reduce telephone charges and lost personnel time.

11. Personal Property

The County is not responsible for loss or damage of personal property belonging to the employee.

12. Use of Fax/Copy Machine

Fax/copy machines are not to be used for personal use.

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# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
 John Fleming, Economic Development Coordinator  
 Russ Brown, Communications & Legislative Affairs Coordinator  
 Grace M Mull, Administrative Analyst  
 Teena L. Carlquist, Executive Assistant to the County Administrator  
 Yuba County Government Center  
 915 8th Street, Suite 115  
 Marysville, CA 95901

Phone: (530) 749-7575  
 Fax: (530) 749-7312  
 Email: [rbendorf@co.yuba.ca.us](mailto:rbendorf@co.yuba.ca.us)  
[jfleming@co.yuba.ca.us](mailto:jfleming@co.yuba.ca.us)  
[rbrown@co.yuba.ca.us](mailto:rbrown@co.yuba.ca.us)  
[gmull@co.yuba.ca.us](mailto:gmull@co.yuba.ca.us)  
[tcarlquist@co.yuba.ca.us](mailto:tcarlquist@co.yuba.ca.us)

DATE: December 16, 2014  
 TO: Board of Supervisors  
 FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*  
 SUBJECT: Resolution to Recognize Ongoing Wildfire Threat and Support Governor Effort

**Recommended Action:** Authorize Chairman to sign resolution requesting that Gov. Brown seek action by the U.S. Forest Service to conduct fire prevention and maintenance work in California's federal wild and forest lands.

**Background & Discussion:** Yuba County has already joined with the State of California and other counties to declare a State of Emergency created by the extended drought conditions. One severe consequence caused by the drought is the heightened risk of wildfire.

During the August 2014 RCRC Board of Directors meeting, RCRC requested member counties to engage state and federal officials by passing county resolutions regarding the inadequate forest management and wildfire prevention activities on federal lands within California. Such action is seen as an important preliminary step to advancing the broader, more comprehensive strategic plan to enlist the Governor's assistance in requesting federal participation in the state's fire prevention efforts.

The attached resolution was drafted to emphasize the devastating impact wildfires have had in Yuba County and to join the statewide effort to address the need for federal participation in fire prevention and maintenance work.

**Committee Action:** Due to time constraints, this matter was not presented at the committee level.

**Fiscal Impact:** None

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

**RESOLUTION TO RECOGNIZE AN ONGOING )  
WILDFIRE THREAT AND SUPPORT GOVERNOR'S )  
EFFORT TO URGE FEDERAL ACTION ON FIRE )  
PREVENTION AND MAINTENANCE )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, catastrophic wildfires continue to threaten lives, property and the natural resources of the state of California; and

**WHEREAS**, the Governor of California declared a drought emergency for the entire state, based on the occurrence of the driest year on record in California; and

**WHEREAS**, fire threat is no longer limited to a season, but ongoing throughout the year due to the multi-year drought, increasing suppression costs and wiping out of funds slated for fire prevention projects; and

**WHEREAS**, the elected and appointed officials of both the state and the nation have an obligation to preserve public safety and protect the citizenry and their homes and businesses by ensuring that the landscape is as fire-resilient as possible and that firefighting efforts can be effective and as safe as possible for fire fighters; and

**WHEREAS**, California is approximately 50 percent publicly-owned land and many rural counties have substantially higher percentages of federally managed land; and

**WHEREAS**, Yuba County has more than 86,350 acres of federally managed land which is 21 percent of the total land in the county; and

**WHEREAS**, the management of lands, particularly regarding fire protection and fuel reduction, on national forest system lands under the jurisdiction of the United States Department of Agriculture Forest Service is wholly inadequate, has long been ignored and is significantly underfunded, placing Yuba County at great risk in the event that catastrophic wildfires occur, thereby threatening lives and destroying public resources, private property, businesses, and the natural environment; and

**WHEREAS,** 25,801 acres of private, state, and federal land in Yuba County have been destroyed by catastrophic wildfire since 1997, with losses exceeding \$23.8 million involving the devastation of lives, property, businesses, and the environment; and

**WHEREAS,** California has more than 43 million acres of federal land, much of which has not been adequately managed to mitigate the risk of catastrophic wildfire; and

**WHEREAS,** four of the five largest wildfires in California in the past 100 years have been on federal land with the other having had a substantial federal component; and

**WHEREAS,** many acres of dead and decaying trees remain in the national forests within Yuba County due to lax forestry management practices on federal lands; and

**WHEREAS,** more than a billion dollars are spent each year fighting fires in our national forests; and

**WHEREAS,** the escalating costs of fighting fires on federal land over the last 10 years has significantly diminished the available resources for the critically needed prevention measures that can minimize these catastrophic fires; and

**WHEREAS,** the U.S. Forest Service and Department of Interior have spent over \$1 billion on fire suppression every year since 2000 with suppression costs now consuming more than 50% of the total wild land fire budget, as compared to 13% of the total fire budget in 1991, leaving few resources for critically needed preventive maintenance of our national forests in the west and throughout the country; and

**WHEREAS,** the resources to manage the federal lands to reduce fire risk would be a small investment relative to the skyrocketing costs of fire suppression; and

**WHEREAS,** the increased risk of catastrophic wildfires in Yuba County will result in harmful secondary environmental effects, including diminished air and water quality, impacted watershed, increased air pollutant emissions, and threatened habitats of sensitive wildlife species; and

**WHEREAS,** approximately 80 percent of the State's developed surface water supply originates on watershed lands within our rural counties. California's residents use a portion of this water for domestic, commercial, agricultural, industrial, recreational, and other beneficial uses and these rivers, lakes, and watershed lands also serve as habitat for hundreds of species of fish and wildlife; and





**NOW, THEREFORE, BE IT RESOLVED,** The Yuba County Board of Supervisors hereby acknowledges the actual and perceived threat of wildfire in California, that the state and local governments have taken many steps to resolve this issue, and now urges the Governor to take an active role at the federal level to demand that the United States Forest Service take action in California's federal wild and forest lands to do the prevention and maintenance work required to mitigate the ongoing and increasing risk of catastrophic wildfires.

**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:

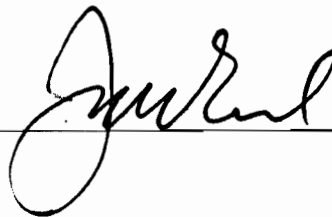
ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

  
\_\_\_\_\_



# COUNTY OF YUBA

## OFFICE OF EMERGENCY SERVICES


**ROBERT BENDORF**  
COUNTY ADMINISTRATOR  
DIRECTOR OF EMERGENCY SERVICES

**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER

**HOLLY POWERS**  
EMERGENCY OPERATIONS MANAGER

### Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager  
Holly Powers, Emergency Operations Planner 

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: December 16, 2014

#### Recommendation:

The Board of Supervisors adopt a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

#### Background:

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

#### Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The recent rainstorms are seasonally expected and are consistent with the average rainfall during this time of year. At this point, the storms have had no impact on lessening drought conditions. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

#### Committee Action:

No committee action was taken due to time constraints.

#### Fiscal Impact:

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

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

**IN REFERENCE TO:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL DROUGHT</b>	)	
<b>EMERGENCY IN THE COUNTY OF</b>	)	
<b>YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

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

**WHEREAS**, conditions of peril to public health and safety remain in the County of Yuba due to the statewide drought; and

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

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continual existence of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

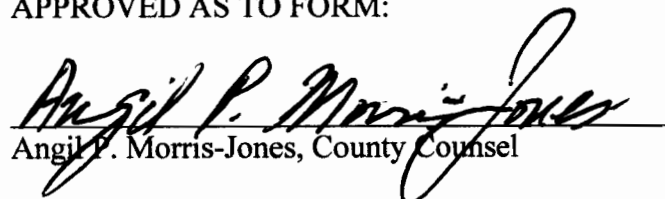
ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

  
Angil P. Morris-Jones, County Counsel

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Jennifer Vasquez, 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 *JV*  
Health and Human Services Department

Radell Sharrock, Program Manager *RS*  
Health and Human Services Department

**DATE:** December 16, 2014

**SUBJECT:** Approve Increase in revenue account 100-0000-361.45-00 (State/Social Services Admin) and increase line item 100-5200-451.63-30 (Capital Asset Equipment, IT Hardware) in the amount of \$15,174.00

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve an increase in revenue to account 100-0000-361.45-00 (State/Social Services Admin) in the amount of \$15,174.00 and increase the Capital Asset Equipment, IT Hardware line item, 100-5200-451.63-30 in the amount of \$15,174.00 for the final invoice for the Presidio Virtual Desktop Infrastructure (VDI) project.

**BACKGROUND:** On December 17, 2013 the Board of Supervisors approved Resolution No. 2013-128 authorizing the Health and Human Services Department (HHSD) to implement the VDI project. The Capital Asset Equipment line item was originally budgeted based on a quote provided to HHSD in November 2013 from Presidio and based on estimates of additional equipment needs made at that time by Yuba County Information Technology.

**DISCUSSION:** The increase in the revenue line item is to cover the additional Capital Asset Equipment line item shortage. During the Design and Engineering phase of this project there was a necessary change in hardware design, which caused the final invoice to contain additional Capital Asset Equipment costs. The final equipment invoice was received and the Capital Asset Equipment, IT Hardware line item is short by \$15,417.00.

**COMMITTEE:** The Health and Human Services Committee was bypassed because this item has been previously approved by the Board of Supervisors on December 17, 2013.

**FISCAL IMPACT:** Approval of the increase to the revenue line item 100-000-361.46-00 (State/Social Services Admin) and increase to appropriations will have no fiscal impact to county general funds. HHSD has additional revenue per the Medi-Cal allocation and is using a portion to cover the additional cost of the VDI project.

RECEIVED

NOV 20 2014

**COUNTY OF YUBA**

NOV 20 2014

FISCAL YEAR 2014-15

**AUDITOR-CONTROLLER'S OFFICE**

BUDGET ADJUSTMENT REQUEST FORM

**COUNTY ADMINISTRATOR**

COUNTY OF YUBA  
AUDITOR - CONTROLLER

DEPARTMENT:

## Health & Human Services

**PREPARED BY/PHONE**

**Radell Sharrock/749-6834**

[illegible]

**EXPLANATION FOR BUDGET ADJUSTMENT:**

Actual expense for Virtual Desktop Infrastructure (VDI) equipment came in higher than originally quoted/budgeted. Originally budgeted Capital Assets for 4 pieces of equipment, through the engineering and design phases of this project it was determined additional equipment was needed and brought the equipment to 5 pieces that would be Capital Assets. Using a portion of the Medi-cal allocation revenue as the actual came in higher than budgeted.

**FUNDING SOURCE FOR INCREASES:**

**EXTERNAL**

✓

**INTERNAL**

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**

***MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)***

## BUDGET TRANSFER #

(assigned by ACO)

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

Robert H. Frank 11/19/14  
SIGNATURE OF AUTHORIZED OFFICIAL DATE

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER:

SIGNATURE

**SIGNATURE**

DATE \_\_\_\_\_

**2) COUNTY ADMINISTRATOR:**

SIGNATURE OF AUTHORIZED OFFICIAL DATE  
Robert Benning 1/20/14  
 SIGNATURE DATE

SIGNATURE

DATE \_\_\_\_\_

#### 4) BOARD OF SUPERVISORS:

(if necessary)

**SIGNATURE**

DATE \_\_\_\_\_

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE \_\_\_\_\_



## Instructions for Completing Budget Adjustment Request Form

### Form Type:

The Budget Adjustment Request Form should be completed electronically in the format provided and explained in detail below.

### Order of Completion:

*Steps 5 and 6 are not always required*

- Step 1 Department overseeing budget completes the form electronically.
- Step 2 Department prints form on standard blank white paper, obtaining original authorized signature.
- Step 3 Department will route or deliver form to County Administrator for review and signature.
- Step 4 County Administrator will route or deliver form to Auditor-Controller for review and signature.
- Step 5 If necessary, Auditor-Controller will route or deliver form to department or Board of Supervisors
- Step 6 Once BOS approves, BOS will route or deliver form to Auditor-Controller
- Step 7 Auditor-Controller will verify and post BARF
- Step 8 Auditor-Controller will scan completed copies via email to CAO and departments after adjustments are made.

### Completion Instructions:

#### Section

<i>Fiscal Year</i>	Fiscal Year the budget adjustment pertains to.
<i>Department</i>	Include the department name of the budget being adjusted/department that oversees budget.
<i>Prepared By/Phone#</i>	Individual name and phone number of the person that can answer questions about the adjustment(s).
<i>Revenue Appropriations</i>	All Revenue adjustments must be listed on this side. Input increases as a positive number and decreases as a negative number.
<i>Expenditure Appropriations</i>	All Expenditure adjustments must be listed on this side. Input increases as a positive number and decreases as a negative number.
<i>Total Net Revenue or Expenditure Increase/(Decrease)</i>	Total Net Revenue Increase/(Decrease) MUST equal Total Net Expenditures Increase/(Decrease)
<i>Explanation for Budget Adjustment</i>	Detailed justification or reasoning as to why the Board's original approved budget needs to be modified. If the explanation is too lengthy for the form, a supplemental memo or documentation can be attached. Vague explanations, such as "year-end true-up" or "mid-year clean-up" are not acceptable.
<i>Funding Source for Increases</i>	Evidence of funding source to justify the increase. For external, this could be an approval letter for a State grant, etc. For internal, a journal request form should be submitted. If there is a legitimate reason to not make the journal transfer at the time of the budget adjustment, please provide documentation of the account balance of source funds with an explanation as to why a journal could not be completed at the same time.
<i>Approvals</i>	<p><i>Purpose is to verify and approve the availability and appropriateness of budget amounts, balances, and accounts.</i></p> <ol style="list-style-type: none"><li>1. <u>Department Head</u>: Required signature of department head or other authorized signer on the ACO signature card(s).</li><li>2. <u>County Administrator</u>: Required signature of CAO or CAO designated representative.</li><li>3. <u>Auditor-Controller</u>: Required signature of Auditor-Controller or ACO designated representative.</li><li>4. <u>Board of Supervisors</u>: Changes that require BOS approval are as follows:<ul style="list-style-type: none"><li>- Increases/Decreases in overall appropriations</li><li>- Changes to Funding Sources (Revenues)</li><li>- Adjusting appropriations between budget categories</li><li>- Adjustments to appropriations for Travel or to Capital Expenditure accounts.</li></ul></li></ol>
<i>Budget Transfer#</i>	DO NOT COMPLETE THIS SECTION. FOR AUDITOR-CONTROLLER USE ONLY.



State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
GOVERNOR

August 29, 2014

TO: COUNTY WELFARE DIRECTORS MCAC 2014-15 01  
COUNTY FISCAL OFFICERS

SUBJECT: **FY 2014-15 ALLOCATION FOR ADMINISTRATION OF THE  
MEDI-CAL PROGRAM**

The purpose of this letter is to transmit the fiscal year 2014-15 allocation for administration of the Medi-Cal Program. The total allocation for your county, which includes the county administration base and policy changes are shown below:

COUNTY: **YUBA**

Base	\$4,153,442
Common Costs	\$238,395
ACA	\$1,833,099
Shift of Healthy Families to Medi-Cal FY 2014-15 Allocation	<u>\$83,736</u>

**FY 2014-15 ADMINISTRATIVE ALLOCATION**

**\$6,308,672**  
<6,279,679> Budgeted

If you have any questions, please contact Elizabeth Torres of the county administrative expense unit at [Elizabeth.Torres@dhcs.ca.gov](mailto:Elizabeth.Torres@dhcs.ca.gov) or 916-552-9473.

*28,993 additional*

Sincerely,

Edward "Rocky" Evans  
Chief, County Administrative Expense Unit



*SPECIAL  
PRESENTATIONS*

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# Board of Supervisors

## Certificate of Recognition

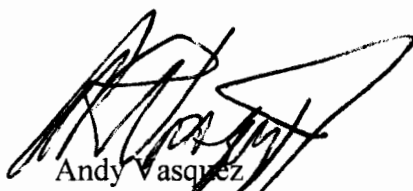
PRESENTED TO

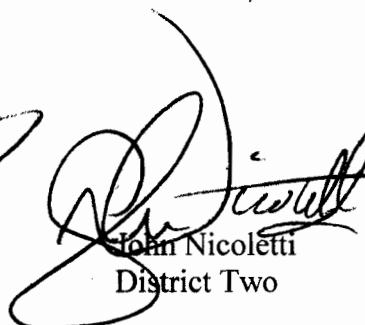
LINDA FIRE PROTECTION DISTRICT

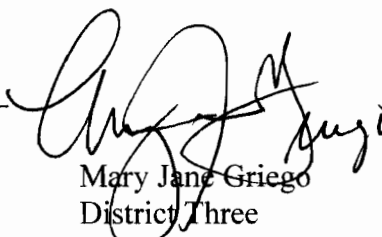
FOR CONSISTENTLY MAINTAINING  
"OLD GLORY"

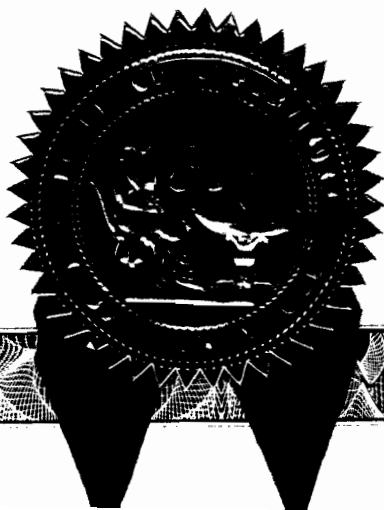
LOCATED AT NORTH BEALE ROAD AND  
LINDHURST AVENUE FOR NUMEROUS YEARS


December 16, 2014


  
Andy Vasquez  
District One

  
John Nicoletti  
District Two

  
Mary Jane Griego  
District Three



  
Roger Abe  
District Four

  
Hal Stocker  
District Five

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*COUNTY*  
*DEPARTMENTS*

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## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
 Jill Abel, Interim Human Resources Director  
**Date:** December 16, 2014  
**Re:** Reorganization of Administrative Services

---

### Recommendation

The Board adopts the resolution to amend the Position Allocation as it relates to the Administrative Services Department.

### Background

Over the last few years, there have been several departmental changes within Administrative Services. In early 2013, the Assistant Director resigned and a decision was made not to refill the position. Concurrently, efforts began to have the Information Technology Division removed from the Administrative Services Department and developed into its own department. A Chief Information Officer was appointed to lead Information Technology, previously performed by the Assistant Director of Administrative Services.

The Assistant Director also provided oversight and direction for the Department's financial and administrative staff and their associated responsibilities. In the last year it has become readily apparent that a concentrated management position is essential to overseeing these functions. After further analysis, we are proposing a re-organization of the 'front office' staff allocation to better meet and improve on our business objectives.

### Discussion

The Administrative Services Department performs essential functions to all County departments. The accuracy and timeliness of financial and time recording reports is critical to ensuring adequate cost reimbursements. The front office of Administrative Services processes a large volume of financial transactions between the journaling of costs, paying bills for building maintenance, utilities, communications, fleet expenses, A87 expenses, billings for services, and capital projects. These expenses comprise a significant amount of general fund dollars and must be prudently accounted for each month.

A restructuring of positions in administration of the department is needed to better accommodate the volume of work, develop appropriate internal policies, improve accuracy and efficiency, as well as

improve our responsiveness to supporting our customers and the public. To achieve this goal, the proposed changes are as follows:

1. Eliminate the allocated Administration & Accounting Supervisor position, through the 'abolish/establish' process.
2. Add a Senior Accounting Technician position; and
3. Add an Administrative Services Officer II, a management position.

The proposed change will result in a layoff notice being issued, however, the affected employee will have continued employment options pursuant to County rules.

**Committee**

This item has bypassed committee due to limited Board of Supervisors meetings during the month of December and due to the time sensitivity of getting these positions in place.

**Fiscal Impact**

The net increase in cost of this proposal is approximately \$46,202 and is recommended to be adjusted as part of the mid-year review.

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

RESOLUTION AMENDING THE )  
DEPARTMENTAL POSITION )  
ALLOCATION SCHEDULE )  
\_\_\_\_\_ )

RESOLUTION NO. \_\_\_\_\_

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department is amended effective December 1, 2014 as follows:

**ADD:**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Administrative Services	Administrative Services Officer II	1

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department be amended effective January 1, 2015 as follows:

**DELETE:**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Administrative Services	Administration & Accounting Supervisor	1

**ADD:**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Administrative Services	Senior Accounting Technician	1

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: \_\_\_\_\_



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## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services *DM*  
**Date:** December 16, 2014  
**Re:** Surplus Property Disposal

---

### Recommendation

It is recommended that the Board declare the attached lists as surplus property and authorize the Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060 and approve a resolution that allows the purchasing agent to regularly process and dispose of Ewaste.

### Background

Departments have declared the items on the attached list as surplus property. Pursuant to County ordinance, items with an original purchase price of \$1,000 or more must have Board approval to be declared surplus property.

### Discussion

The attached list contains a large amount of Ewaste that has accumulated over the last 4 years. Holding this large amount of Ewaste pending Board approval has been challenging. Therefore, Administrative Services is requesting a resolution that would allow regular Ewaste processing and disposal for old non-operable computer/electronic equipment.

The last page of this list is vehicles. Most are not operable and were used for parts by the Sheriff's Department.

Upon Board approval, the items on this list will be processed with a recycler and/or disposed of and sellable items will be sold in accordance with the ordinance code.

### Committee Action

Due to the routine nature of this action, it has been brought directly to your Board for consideration.

### Fiscal Impact

There is no cost to the County. Proceeds will be deposited in to account 330-0000-371-9899 and appropriately distributed.

**Ewaste Pick Up September 9, 2014 & October 14, 2014**

Asset#	Description	Dept/Loc	Serial
06314	ELECTROSCALE 50# BENCH SCALE	990004	412
06690	ADLER ELECTRIC TYPEWRITER	990004	62020812
07108	60" WOOD DESK W/PRINTER STAND	990004	TIFFANY
07114	RADIO BASE STATION	990001	414CFG0086
07117	MOBILE UNIT	990004	428FEY0462
07182	MOBILE RADIO UNIT	990001	128FJL0507
07242	TELEVIDEO 925 TERMINAL	990004	72113769
07704	MOTOROLA REMOTE RADIO DESK UNIT	990001	448CLQ0817
07949	OKIDATA DOT MATRIX PRINTER	990004	611A 0064254
09045	386 4MB RAM SERV'R COMPUTER	990004	AL25
09052	LEADING EDGE 386SX LAPTOP COMPUTER	990004	SN 2N3H
09068	IBM 55SX DISK DRIVE	990004	231362144
09081	IBM COMPUTER DISK DRIVE	990004	23-1309507
09084	IBM 55SX COMPUTER DISK DRIVE	990004	23-1309670
09093	FERRUPS UNINTERUPTBLE POWER SYSTEM	990004	FD7.OKO5472
09692	INFOWINDOW	990001	23FBA87
09696	DOT BAND PRINTER	990004	56-51444
09782	RAPID PRINT TIME STAMP W/PLATES	990004	385424
10029	IBM VALUE POINT 325 2MB COMPUTER	990004	23-BA035
10099	HILD HIGH SPEED BUFFER	990004	142578/J
10100	HILD STANDARD SPEED FLOOR MACHINE	990004	SP-271143/J
10373	LATERAL FILE W/LOCK HARPERS	990004	26869
10381	SONY 13" MONITOR (TV)	990004	PVM1350
10383	LATERAL FILE W/LOCK HARPERS	990004	
10384	BLACK METAL DESK 30 X 66	990004	W/CENTER DRAWER
10424	SONY CCD-FX330 8MM CAMECORDER	990004	1070607
10851	IBM LAPTOP COMPUTER 365X	990001	1526253R978DNVM8
11724	WILSON JONES SHREDDER	990001	
12054	DESIGNJET 750C PLOTTER	990001	ESA0263061
12166	HP8150DN PRINTER	990001	USBD009717
12303	GATEWAY 5300XL LAPTOP COMPUTER	990001	0022110340
12725	MITA COPY MACHINE	990001	37033379
12838	HP LASERJET 4100DTN	990001	SUSJNF24615
12895	PANASONIC LAPTOP P111800MHZ	990001	S2BKYA02809
12909	HP LASERJET 8150DN	990001	JPBLL52180
12910	HP 2X500 SHEET INPUT TRAY	990001	JPPM023816
13176	IBM AS400 I SERIES	990001	10A042B
13293	DELL OPTIPLEX GX260 COMPUTER	990001	B59Z321
13295	DELL OPTIPLEX GX260 COMPUTER	990001	769Z321
13696	PANASONIC CF-VDL02M PDR'C TOUGH SCREE	990001	3DKSA01902
13854	ACMA PENTIUM IV 2.4GHZ	990001	403283239
13888	DELL OPTIPLEX GX270 COMPUTER	990001	80HRT41
13917	HP LASERJET PRINTER COPIER SCANNER	990001	JPBV200883
13982	DELL OPTIPLEX GX280 COMPUTER	990001	5V6GC61
10611	SHARP CASH REGISTER-ER3250	990004	4900147Y
10842	HEWLETT PACKARD HP5SI PRINTER	990004	USBG095682
11151	4' X 4' CONFERENCE ROOM CABINET	990004	EASTMAN 868
11233	ACMA PENTIUM II 300 MHZ COMPUTER	990004	805101554
11237	MOTOROLA-RADIUS SP50 RADIO-10 CHANNEL	990004	777FYAN763
11238	MOTOROLA-RADIUS SP50 RADIO-10 CHANNEL	990004	777FYAN756
11365	DELL POWER EDGE 2300 BASE	990004	G97GJ
11400	DELL POWEREDGE SERVER	990004	G9B8N
11487	OLYMPIA STARTYPE 3 TYPEWRITER	990004	LR106618

**Ewaste Pick Up September 9, 2014 & October 14, 2014**

Asset#	Description	Dept/Loc	Serial
11551	ACMA PENTIUM II 350 SYSTEM	990004	906202395
11728	SINGLE CEILING LIGHT	990004	
11763	HEWLETT-PACKARD LASER COLOR PRINTER	990004	JPFCE09630
11913	INTEL 24 PORT ETHERNET 500 SERIES SWITCH	990004	SFSW9315795
11914	INTEL 24 PORT ETHERNET 500 SERIES SWITCH	990004	SFSW9315658
11915	INTEL 24 PORT ETHERNET 500 SERIES SWITCH	990004	AASW0101905
11932	OKIDATA PRINTER	990004	S912A1014338R
11945	500 IPM IMPACT PRINTER W/ETHERNET CABLE	990004	01G3572
11947	VIDEO CAMERA	990004	00106117
11950	INTEL EXPRESS 510T SWITCH	990004	SFSW9393954
11952	ACMA RACK SERVER MODEL P3/600X2	990004	004224973
11954	INTEL EXPRESS W/SI	990004	SFSW9516267
11955	INTEL EXPRESS W/SI	990004	SFSW9516277
11956	INTEL EXPRESS W/SI	990004	SFSW9516137
11957	INTEL EXPRESS W/SX	990004	SFSW9516265
11958	INTEL EXPRESS W/MM	990004	SFSW9516269
11959	INTEL EXPRESS W/SI	990004	SFSW9515883
11960	INTEL EXPRESS W/SI	990004	SFSW9516113
12015	TOSHIBA PDR M5 CAMERA	990004	71818079
12016	TOSHIBA PDR M5 CAMERA	990004	71818069
12018	UPS-POWER UNIT-POWER MODULE	990004	C650N9000F000106
12057	LASERJET 4050N PRINTER	990004	USQJ004603
12067	BLOCK/RECORDER RS485 (DICTAPHONE)	990004	660597
12068	WIN 98 WORKSTATION 2 DVD	990004	658587
12090	LASERJET 4050N PRINTER	990004	USQF063953
12091	JVC DIGITAL CAMCORDER	990004	
12107	ACMA XEON SERVER W/4 PROCESSORS	990004	009235152
12124	INTEL EXPRESS 500 SERIES SWITCH	990004	AASW0340535
12131	IMPRESSION 18-1 LCD	990004	D81V01090015
12132	IMPRESSION 18-1 LCD	990004	D81V01090017
12133	IMPRESSION 18-1 LCD	990004	D81V01090022
12134	IMPRESSION 18-1 LCD	990004	D81V01090020
12135	IMPRESSION 18-1 LCD	990004	D81V01090018
12139	INTEL EXPRESS 510T SWITCH	990004	AASW0381500
12141	INTEL EXPRESS SWITCH	990004	AASW0381469
12156	DEL P3/733 COMPUTER	990004	8VJT301
12169	ACMA CELERON 600 SERVER	990004	012240703
12243	IBM PC 300GL	990004	23-TRNCH
12304	GATEWAY 5300XL LAPTOP COMPUTER	990004	0022110343
12308	GATEWAY 5300XL LAPTOP COMPUTER	990004	0022110341
12316	INTEL EXPRESS 500 SERIES SWITCH	990004	AASW0391012
12334	HP4050T LASERJET PRINTER	990004	USF043735
12394	INTEL EXPRESS 510T SWITCH	990004	AASW0450935
12395	INTEL EXPRESS 510T SWITCH	990004	AASW0451092
12396	INTEL EXPRESS 510T SWITCH	990004	AASW0451173
12398	KYOCERA MITA DIGITAL COPIER SYSTEM	990004	37003480
12483	E120 L661P 18.1 LCD TOUCH PANEL	990004	20155070
12515	INTEL 535T SWITCH	990004	HPZ10B002647
12561	CISCO CATALYST 3548XL	990004	FAB0521U0L3
12566	HEWLETT-PACKARD OFFICE JET FAX MACHINE	990004	SG95IA30HF
12579	DELL POWEREDGE SERVER 2550	990004	62VRW01
12580	DELL POWEREDGE SERVER 2550	990004	72VRW01
12599	DELL OPTIPLEX GX240 COMPUTER	990004	41G4011

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Asset#	Description	Dept/Loc	Serial
12600	DELL OPTIPLEX GX240 COMPUTER	990004	71G4011
12609	ACMA PENTIUM IV 1.5G 256K/PC800MHZ RDRA	990004	110255143
12650	ACMA PENTIUM III 866 COMPUTER	990004	11-257425
12651	IYYAMA 18.1 LCD MONITOR	990004	05039-10004851
12652	IYYAMA 18.1 LCD MONITOR	990004	05039-10004852
12656	IYYAMA 18.1 LCD MONITOR	990004	05039-10004856
12657	IYYAMA 18.1 LCD MONITOR	990004	05039-10004857
12658	IYYAMA 18.1 LCD MONITOR	990004	05039-10004858
12660	IYYAMA 18.1 LCD MONITOR	990004	05039-10004860
12661	IYYAMA 18.1 LCD MONITOR	990004	05039-10004861
12662	IYYAMA 18.1 LCD MONITOR	990004	05039-10004862
12663	IYYAMA 18.1 LCD MONITOR	990004	05039-10005155
12664	IYYAMA 18.1 LCD MONITOR	990004	05039-10005688
12665	IYYAMA 18.1 LCD MONITOR	990004	05039-10005690
12666	IYYAMA 18.1 LCD MONITOR	990004	05039-10005691
12668	IYYAMA 18.1 LCD MONITOR	990004	05039-10005694
12669	IYYAMA 18.1 LCD MONITOR	990004	05039-10005696
12670	IYYAMA 18.1 LCD MONITOR	990004	05039-10005697
12671	IYYAMA 18.1 LCD MONITOR	990004	05039-10005698
12674	IYYAMA 18.1 LCD MONITOR	990004	10005893
12676	HP LASETJET PRINTER W/SHEET FEEDER	990004	SPBLM27571
12691	DELL POWER EDGE 2550 P3	990004	DCN6611
12696	DELL POWEREDGE 2550, P3	990004	748P611
12699	DELL INSPIRON 4100	990004	7T9V611
12704	DELL OPTIPLEX GX240 COMPUTER	990004	CGK3611
12727	LATITUDE NOTEBOOK (LAPTOP COMPUTER)	990004	CHKX811
12761	HP LASERJET 2200DN W/DUPLEX	990001	SJPGGF37848
12793	DELL OPTIPLEX GX240 COMPUTER	990004	FCD4711
12797	DELL OPTIPLEX GX240 COMPUTER	990004	D6V9811
12805	DEFIBRILLATOR	990004	1201050853
12806	DEFIBRILLATOR	990004	1201050823
12807	DEFIBRILLATOR	990004	1201050867
12808	DEFIBRILLATOR	990004	1001045722
12810	DEFIBRILLATOR	990004	1201050956
12811	DEFIBRILLATOR	990004	1201050819
12833	MOTOROLA P1225 PORTABLE RADIOS	990004	475FBY1637
12834	MOTOROLA P1225 PORTABLE RADIOS	990004	475FBY1651
12841	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02121
12847	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02224
12851	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02278
12852	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02284
12861	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02050
12863	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02065
12869	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02152
12873	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02285
12875	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02301
12876	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02305
12879	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02342
12883	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02503
12884	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02538
12885	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02540
12888	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02650
12890	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02715



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Asset#	Description	Dept/Loc	Serial
12892	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02799
12894	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02808
12895	PANASONIC LAPTOP P111800MHZ	990004	S2BKYA02809
12897	DELL INSPIRATION 4100 COMPUTER	990004	TW04E6411280021M2285
12900	DELL INSPIRATION 4100 LAPTOP W/CD BURNE	990004	TW04E6411280021M2320
12907	DELL PENTIUM 3 POWER EDGE 2550	990004	4FBMG11
12908	HP INKJET PRINTER CP1700PS	990004	SG1C4211D6
12909	HP LASERJET 8150DN	990004	JPBLL52180
12910	HP 2 X 500 SHEET INPUT TRAY	990004	JPPM023816
12912	DELL OPTIPLEX GX240 COMPUTER	990004	7J52H11
12917	DELL OPTIPLEX GX240 COMPUTER	990004	JJ52H11
12918	SIMPLEX DOCUMENT SCANNER	990004	500484
12928	DELL OPTIPLEX GX240 COMPUTER	990004	30LWH11
12930	DELL OPTIPLEX GX240 COMPUTER	990004	60LWH11
12931	DELL OPTIPLEX GX240 COMPUTER	990004	70LWH11
12935	DELL OPTIPLEX GX240 COMPUTER	990004	F0LWH11
12946	HP LASER JET LJ4100 PRINTER	990004	US JNH45783
12954	HP LASER JET LJ4100 PRINTER	990004	US LND00809
12956	HP LASER JET LJ4100 PRINTER	990004	US LND00815
12958	HP LASER JET LJ4100 PRINTER	990004	US LNG00378
12965	HP LASER JET LJ4100 PRINTER	990004	US LNK00330
12970	HP LASER JET LJ4100 PRINTER	990004	US LNK 00360
12974	HP LASER JET LJ4100 PRINTER	990004	US LNK00699
12975	HP LASER JET LJ4100 PRINTER	990004	US LNK00700
12976	HP LASER JET LJ4100N PRINTER	990004	US LGD00154
12977	HP LASER JET LJ4100N PRINTER	990004	US LGD00216
12994	DELL OPTIPLEX GX240 COMPUTER	990004	J38WG11
12999	DELL OPTIPLEX GX240 COMPUTER	990004	548WG11
13007	DELL OPTIPLEX GX240 COMPUTER	990004	2V8WG11
13032	HP LASER JET 8150 HN PRINTER	990004	SJPBLM44884
13033	HP LASER JET 8150 HN PRINTER	990004	SJPBLM44885
13035	HP LASER JET 2000 SHEET INPUT TRAY	990004	JPHH165660
13036	HP 8100 SHEET STACKER	990004	MX04D07335
13037	HP 8100 SHEET STACKER	990004	MX04D07339
13039	RAPID AUTOMATIC TIME/DATE STAMP	990004	
13046	DELL OPTIPLEX GX240 COMPUTER	990004	4DCKJ11
13063	LEXMARK T620N NETWORK PRINTER	990004	41-RG089
13094	DELL INSPIRON 4100 LAPTOP COMPUTER	990004	CN04E641481552374563
13103	DELL PENTIUM 3 INSPIRON 4100 LAPTOP COM	990004	3X1YK11
13117	FUJITSU SCANPARTNER	990004	547495
13122	FUJITSU SCANPARTNER	990004	547527
13134	ACMA HELIOS-4 SERVER	990004	206264418
13172	ACMA TERABYTE 4U SERVER	990004	205262513
13183	DELL OPTIPLEX GX260 COMPUTER	990004	4NX5121
13186	DELL OPTIPLEX GX260 COMPUTER	990004	FNX5121
13189	DELL OPTIPLEX GX260 COMPUTER	990004	4PX5121
13192	DELL OPTIPLEX GX260 COMPUTER	990004	DPX5121
13197	DELL OPTIPLEX GX260 COMPUTER	990004	FQX5121
13198	DELL OPTIPLEX GX260 COMPUTER	990004	HQX5121
13201	DELL OPTIPLEX GX260 COMPUTER	990004	6RX5121
13205	DELL OPTIPLEX GX260 COMPUTER	990004	GRX5121
13216	DELL OPTIPLEX GX260 COMPUTER	990004	JTX5121
13217	DELL OPTIPLEX GX260 COMPUTER	990004	4VX5121

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Asset#	Description	Dept/Loc	Serial
13227	HP DESIGN-42" PRINTER	990004	SSG23B3101H
13231	DELL INSPIRON 8200 PENTIUM 4 LAPTOP COM	990004	9GL6Z11
13269	HP DESIGN JET - PLOTTER PRINTER	990004	DK2793104Q
13277	DELL OPTIPLEX GX260 COMPUTER	990004	18ZY321
13284	DELL OPTIPLEX GX260 COMPUTER	990004	C49Z321
13289	DELL OPTIPLEX GX260 COMPUTER	990004	359Z321
13290	DELL OPTIPLEX GX260 COMPUTER	990004	459Z321
13292	DELL OPTIPLEX GX260 COMPUTER	990004	959Z321
13296	DELL OPTIPLEX GX260 COMPUTER	990004	869Z321
13298	DELL OPTIPLEX GX260 COMPUTER	990004	D69Z321
13299	DELL OPTIPLEX GX260 COMPUTER	990004	5C9Z321
13306	DELL OPTIPLEX GX260 COMPUTER	990004	529Z321
13308	DELL OPTIPLEX GX260 COMPUTER	990004	929Z321
13313	DELL OPTIPLEX GX260 COMPUTER	990004	239Z321
13314	DELL OPTIPLEX GX260 COMPUTER	990004	639Z321
13316	DELL OPTIPLEX GX260 COMPUTER	990004	B39Z321
13321	DELL OPTIPLEX GX260 COMPUTER	990004	2WQG821
13323	DELL OPTIPLEX GX260 COMPUTER	990004	5WQG821
13337	DELL OPTIPLEX GX260 COMPUTER	990004	BYQG821
13340	DELL OPTIPLEX GX260 COMPUTER	990004	5ZQG821
13341	DELL OPTIPLEX GX260 COMPUTER	990004	9ZQG821
13343	DELL OPTIPLEX GX260 COMPUTER	990004	JZQG821
13351	DELL OPTIPLEX GX260 COMPUTER	990004	61RG821
13355	DELL OPTIPLEX GX260 COMPUTER	990004	H1RG821
13357	DELL OPTIPLEX GX260 COMPUTER	990004	42RG821
13358	DELL OPTIPLEX GX260 COMPUTER	990004	52RG821
13367	DELL FLAT PANEL MONITOR	990004	MX08G1524760531RDJZS
13369	2003 FORD TAURUS LX 4/DR SEDAN	990004	1FAFP52UX3G190393
13435	DELL OPTIPLEX GX260 COMPUTER	990004	HHP0M21
13436	DELL OPTIPLEX GX260 COMPUTER	990004	7HP0M21
13444	DELL OPTIPLEX GX260 COMPUTER	990004	F62XM21
13452	HP LASERJET 4200 DTN PRINTER	990004	CNBX237944
13456	HP LASERJET 4200 DTN PRINTER	990004	CNBX129728
13464	HP LASERJET 4200 DTN PRINTER	990004	CNBX234632
13474	DELL OPTIPLEX GX260 COMPUTER	990004	7FTWM21
13475	DELL OPTIPLEX GX260 COMPUTER	990004	DFTWM21
13476	DELL OPTIPLEX GX260 COMPUTER	990004	HFTWM21
13477	DELL OPTIPLEX GX260 COMPUTER	990004	1GTWM21
13480	DELL OPTIPLEX GX260 COMPUTER	990004	JFTWM21
13493	DELL OPTIPLEX GX260 COMPUTER	990004	7LOBR21
13576	DELL OPTIPLEX GX260 COMPUTER	990004	H662W21
13582	DELL OPTIPLEX GX260 COMPUTER	990004	JWRGW21
13585	DELL OPTIPLEX GX260 COMPUTER	990004	DTSGX21
13586	DELL OPTIPLEX GX260 COMPUTER	990004	56TXG21
13598	DELL OPTIPLEX GX260 COMPUTER	990004	HRSGX21
13603	DELL OPTIPLEX GX260 COMPUTER	990004	G6TGX21
13613	DELL OPTIPLEX GX260 COMPUTER	990004	27TGX21
13614	DELL OPTIPLEX GX260 COMPUTER	990004	BRSGX21
13616	DELL OPTIPLEX GX260 COMPUTER	990004	2SSGX21
13621	DELL OPTIPLEX GX260 COMPUTER	990004	8TSGX21
13655	DELL OPTIPLEX GX270 COMPUTER	990004	1RK6831
13660	DELL OPTIPLEX GX270 COMPUTER	990004	JRK6831
13667	HP LASERJET 4200DTN PRINTER	990004	SUSDNM07629

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Asset#	Description	Dept/Loc	Serial
13684	PANASONIC CF-VDL02M PDRG TOUGH SCREE	990004	3DKSA01887
13691	PANASONIC CF-VDL02M PDRG TOUGH SCREE	990004	3DKSA01895
13700	PANASONIC CF-VDL02M PDRG TOUGH SCREE	990004	3DKSA01915
13706	PANASONIC CF-VDL02M PDRG TOUGH SCREE	990004	3DKSA01942
13773	DELL SERVER 2.4 GHZ, XEON, POWEREDGE 1	990004	4W3CP31
13774	DELL SERVER, 2.4GHZ, XEON, POWEREDGE 2	990004	1FYCP31
13775	DELL SERVER, 2.4GHZ, XEON, POWEREDGE 2	990004	7FYCP31
13785	FUJITSU DUPLEX SCANNER	990004	602041
13786	ITHACA JOURNAL PRINTER	990004	HP002374394
13793	ITHACA JOURNAL PRINTER	990004	HP002374399
13796	DELL POWERVAULT TAPE BACKUP DRIVE	990007	7G31M21
13797	DELL 2.4 POWEREDGE SERVER	990004	8RNXT31
13803	TOSHIBA PORTEGE 3500 TABLET NOTEBOOK	990004	73068942PU
13804	TOSHIBA PORTEGE 3500 TABLET NOTEBOOK	990004	73068985PU
13812	DELL OPTIPLEX GX270 COMPUTER	990004	DRDJ341
13814	DELL OPTIPLEX GX270 COMPUTER	990004	HRDJ341
13816	DELL OPTIPLEX GX270 COMPUTER	990004	2SDJ341
13827	ACMA PENTIUM IV 2.4GHZ 502MB DDR2700 SD	990004	403283212
13828	ACMA PENTIUM IV 2.4GHZ 502MB DDR2700 SD	990004	403283213
13835	ACMA PENTIUM IV 2.4GHZ 502MB DDR2700 SD	990004	403283220
13836	ACMA PENTIUM IV 2.4GHZ 502MB DDR2700 SD	990004	403283221
13837	ACMA PENTIUM IV 2.4GHZ 502MB DDR2700 SD	990004	403283222
13839	ACMA PENTIUM IV 2.4GHZ 502MB DDR2700 SD	990004	403283224
13841	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283226
13842	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283227
13843	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283228
13844	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283229
13846	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283231
13847	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283232
13853	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283238
13855	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283240
13856	ACMA PENTIUM IV 2.4GHZ 512MB DDR2700 SD	990004	403283241
13862	DELL OPTIPLEX GX270 COMPUTER	990004	FY2YG41
13863	DELL OPTIPLEX GX270 COMPUTER	990004	JY2YG41
13864	DELL OPTIPLEX GX270 COMPUTER	990004	1Z2YG41
13866	DELL OPTIPLEX GX270 COMPUTER	990004	4Z2YG41
13872	DELL POWEREDGE SERVER 3.06 GHZ	990004	6HBGR41
13874	DELL OPTIPLEX GX270 COMPUTER	990004	JCQKR41
13881	HP LASERJET 4600N PRINTER	990004	JPGMC60720
13882	HP LASERJET 8150 PRINTER	990004	JPBDM98105
13885	DELL LATITUDE D505 LAPTOP COMPUTER	990004	GC94S41
13913	DELL OPTIPLEX GX270 COMPUTER	990004	HQP1Y41
13914	FUJITSU SCANNER	990004	604090
13916	NOTEBOOK PC INTEL CELERO 2.8 GHZ	990004	CND4160LDC
13917	HP LASERJET PRINTER, COPIER, SCANER	990004	JPBV200883
13918	HP FINISHER FOR 9000MFP PRINTER	990004	JPBLB02584
13919	HP LAPTOP COMPUTER INTEL/CELE MODEL H	990004	CND4130DYV
13922	DELL OPTIPLEX GX270 COMPUTER	990004	HT4NR41
13923	DELL OPTIPLEX GX270 COMPUTER	990004	1V4NR41
13924	DELL OPTIPLEX GX270 COMPUTER	990004	3V4NR41
13926	DELL OPTIPLEX GX270 COMPUTER	990004	5L8KR41
13927	DELL OPTIPLEX GX270 COMPUTER	990004	8L8KR41
13929	DELL OPTIPLEX GX270 COMPUTER	990008	FL8KR41

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Asset#	Description	Dept/Loc	Serial
13931	DELL POWER EDGE 2650 SERVER 2 X 3.06	990004	59LG051
13942	DELL OPTIPLEX GX270 COMPUTER	990004	5R1TC51
13962	DELL POWEREDGE 2650 SERVER 2.40GHZ 533	990004	HPBLV51
13967	DELL POWEREDGE 1750 2.4 GHZ SERVER	990004	FTSKS51
13973	DELL OPTIPLEX GX280 COMPUTER	990004	D9D2D61
13978	DELL LAPTOP INT CEL 2.40GHZ INSPIRON 115	990004	CWZPX51
13981	DELL OPTIPLEX GX520 COMPUTER	990004	5W6GC61
13985	DELL OPTIPLEX GX280 COMPUTER	990004	C07GC61
13988	DELL OPTIPLEX GX280 COMPUTER	990004	317GC61
13989	DELL OPTIPLEX GX280 COMPUTER	990004	3Y6GC61
13992	DELL OPTIPLEX GX280 COMPUTER	990004	FY6GC61
13993	DELL OPTIPLEX GX280 COMPUTER	990004	7Y6GC61
13994	DELL OPTIPLEX GX280 COMPUTER	990004	927GC61
13997	DELL OPTIPLEX GX280 COMPUTER	990004	B17GC61
13998	DELL OPTIPLEX GX280 COMPUTER	990004	6X6GC61
13999	DELL OPTIPLEX GX280 COMPUTER	990004	9V6GC61
14002	DELL OPTIPLEX GX280 COMPUTER	990004	3V6GC61
14003	DELL OPTIPLEX GX280 COMPUTER	990004	CT6GC61
14004	DELL OPTIPLEX GX280 COMPUTER	990004	307GC61
14005	DELL OPTIPLEX GX280 COMPUTER	990004	G17GC61
14006	DELL OPTIPLEX GX280 COMPUTER	990004	8W6GC61
14009	DELL OPTIPLEX GX280 COMPUTER	990004	8T6GC61
14010	DELL OPTIPLEX GX280 COMPUTER	990004	HX6GC61
14012	DELL OPTIPLEX GX280 COMPUTER	990004	FZ6GC61
14016	DELL OPTIPLEX GX280 COMPUTER	990004	7Z6GC61
14017	DELL OPTIPLEX GX280 COMPUTER	990004	4X6GC61
14019	DELL OPTIPLEX GX280 COMPUTER	990004	9X6GC61
14020	DELL OPTIPLEX GX280 COMPUTER	990004	2W6GC61
14023	DELL OPTIPLEX GX280 COMPUTER	990004	481W961
14024	DELL OPTIPLEX GX280 COMPUTER	990004	581W961
14025	DELL OPTIPLEX GX280 COMPUTER	990004	881W961
14026	DELL OPTIPLEX GX280 COMPUTER	990004	D74B761
14035	DELL SERVER XEON 3.06GHZ POWEREDGE 26	990004	2ZTRG61
14051	DELL OPTIPLEX GX280 COMPUTER	990004	3DGM171
14053	DELL OPTIPLEX GX280 COMPUTER	990004	7DGM171
14054	DELL OPTIPLEX GX280 COMPUTER	990004	9DGM171
14056	DELL OPTIPLEX GX280 COMPUTER	990004	DDGM171
14057	DELL OPTIPLEX GX280 COMPUTER	990004	FDGM171
14058	DELL OPTIPLEX GX280 COMPUTER	990004	1FGM171
14059	DELL OPTIPLEX GX280 COMPUTER	990004	2FGM171
14060	DELL OPTIPLEX GX280 COMPUTER	990004	4FGM171
14061	DELL OPTIPLEX GX280 COMPUTER	990004	5FGM171
14063	DELL OPTIPLEX GX280 COMPUTER	990004	9FGM171
14064	DELL OPTIPLEX GX280 COMPUTER	990004	BFGM171
14065	DELL OPTIPLEX GX280 COMPUTER	990004	GFGM171
14067	DELL OPTIPLEX GX280 COMPUTER	990004	8XQJ571
14068	DELL OPTIPLEX GX280 COMPUTER	990004	8YQJ571
14069	DELL OPTIPLEX GX280 COMPUTER	990004	9WQJ571
14070	DELL OPTIPLEX GX280 COMPUTER	990004	6XQJ571
14071	DELL OPTIPLEX GX280 COMPUTER	990004	9YQJ571
14072	DELL OPTIPLEX GX280 COMPUTER	990004	BXQJ571
14073	DELL OPTIPLEX GX280 COMPUTER	990004	PXQJ571
14074	DELL OPTIPLEX GX280 COMPUTER	990004	FWQJ571

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Asset#	Description	Dept/Loc	Serial
14075	DELL OPTIPLEX GX280 COMPUTER	990004	8WQJ571
14076	DELL OPTIPLEX GX280 COMPUTER	990004	1YQJ571
14077	DELL OPTIPLEX GX280 COMPUTER	990004	HYQJ571
14080	DELL OPTIPLEX GX280 COMPUTER	990004	GVQJ571
14081	DELL OPTIPLEX GX280 COMPUTER	990004	6ZQJ571
14083	DELL OPTIPLEX GX280 COMPUTER	990004	7MRJ571
14084	DELL OPTIPLEX GX280 COMPUTER	990004	9LRJ571
14085	DELL OPTIPLEX GX280 COMPUTER	990004	1MRJ571
14087	DELL OPTIPLEX GX280 COMPUTER	990004	7PRJ571
14088	DELL OPTIPLEX GX280 COMPUTER	990004	2NRJ571
14090	DELL OPTIPLEX GX280 COMPUTER	990004	5ZQJ571
14091	DELL OPTIPLEX GX280 COMPUTER	990004	HNRJ571
14092	DELL OPTIPLEX GX280 COMPUTER	990004	2PRJ571
14093	DELL OPTIPLEX GX280 COMPUTER	990004	FMRJ571
14095	DELL OPTIPLEX GX280 COMPUTER	990004	GPRJ571
14096	DELL OPTIPLEX GX280 COMPUTER	990004	3MRJ571
14097	DELL OPTIPLEX GX280 COMPUTER	990004	GLRJ571
14099	DELL OPTIPLEX GX280 COMPUTER	990004	5NRJ571
14100	DELL OPTIPLEX GX280 COMPUTER	990004	GKRJ571
14101	DELL OPTIPLEX GX280 COMPUTER	990004	9KRJ571
14102	DELL OPTIPLEX GX280 COMPUTER	990004	BMRJ571
14103	DELL OPTIPLEX GX280 COMPUTER	990004	8LRJ571
14104	DELL OPTIPLEX GX280 COMPUTER	990004	JMRJ571
14107	DELL OPTIPLEX GX280 COMPUTER	990004	5PRJ571
14108	DELL OPTIPLEX GX280 COMPUTER	990004	CLRJ571
14109	DELL OPTIPLEX GX280 COMPUTER	990004	HMRJ571
14110	DELL OPTIPLEX GX280 COMPUTER	990004	9NRJ571
14111	DELL OPTIPLEX GX280 COMPUTER	990004	2LRJ571
14112	DELL OPTIPLEX GX280 COMPUTER	990004	CPRJ571
14115	DELL OPTIPLEX GX280 COMPUTER	990004	8MRJ571
14117	DELL OPTIPLEX GX280 COMPUTER	990004	1ZQJ571
14118	DELL OPTIPLEX GX280 COMPUTER	990004	DYQJ571
14119	DELL OPTIPLEX GX280 COMPUTER	990004	7WQJ571
14121	DELL OPTIPLEX GX280 COMPUTER	990004	CVQJ571
14122	DELL OPTIPLEX GX280 COMPUTER	990004	CXQJ571
14123	DELL OPTIPLEX GX280 COMPUTER	990004	6YQJ571
14124	DELL OPTIPLEX GX280 COMPUTER	990004	7YQJ571
14125	DELL OPTIPLEX GX280 COMPUTER	990004	JVQJ571
14126	DELL OPTIPLEX GX280 COMPUTER	990004	CWQJ571
14127	DELL OPTIPLEX GX280 COMPUTER	990004	2WQJ571
14128	DELL OPTIPLEX GX280 COMPUTER	990004	3XQJ571
14129	DELL OPTIPLEX GX280 COMPUTER	990004	4XQJ571
14130	DELL OPTIPLEX GX280 COMPUTER	990004	HXQJ571
14131	DELL OPTIPLEX GX280 COMPUTER	990004	CKRJ571
14132	DELL OPTIPLEX GX280 COMPUTER	990004	7KRJ571
14133	DELL OPTIPLEX GX280 COMPUTER	990004	JRLJ571
14134	DELL OPTIPLEX GX280 COMPUTER	990004	HKRJ571
14137	DELL OPTIPLEX GX280 COMPUTER	990004	FNRJ571
14138	DELL OPTIPLEX GX280 COMPUTER	990004	5KRJ571
14139	DELL OPTIPLEX GX280 COMPUTER	990001	4PRJ571
14140	DELL OPTIPLEX GX280 COMPUTER	990004	5LRJ571
14142	DELL OPTIPLEX GX280 COMPUTER	990004	GWQJ571
14144	DELL OPTIPLEX GX280 COMPUTER	990004	4YQJ571

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Asset#	Description	Dept/Loc	Serial
14145	DELL OPTIPLEX GX280 COMPUTER	990004	5XQJ571
14146	DELL OPTIPLEX GX280 COMPUTER	990004	CYQJ571
14147	DELL OPTIPLEX GX280 COMPUTER	990004	4WQJ571
14148	DELL OPTIPLEX GX280 COMPUTER	990004	DXQJ571
14149	DELL OPTIPLEX GX280 COMPUTER	990004	BYQJ571
14150	DELL OPTIPLEX GX280 COMPUTER	990004	GYQJ571
14151	DELL OPTIPLEX GX280 COMPUTER	990004	5YQJ571
14152	DELL OPTIPLEX GX280 COMPUTER	990004	FXQJ571
14153	DELL OPTIPLEX GX280 COMPUTER	990004	4ZQJ571
14154	DELL OPTIPLEX GX280 COMPUTER	990004	1WQJ571
14155	DELL OPTIPLEX GX280 COMPUTER	990004	2NQJ571
14156	DELL OPTIPLEX GX280 COMPUTER	990004	JTHR571
14157	DELL OPTIPLEX GX280 COMPUTER	990004	9TJR571
14158	DELL OPTIPLEX GX280 COMPUTER	990004	CVHR571
14160	DELL OPTIPLEX GX280 COMPUTER	990004	FTHR571
14161	DELL OPTIPLEX GX280 COMPUTER	990004	5VHR571
14162	DELL OPTIPLEX GX280 COMPUTER	990004	9VHR571
14163	DELL OPTIPLEX GX280 COMPUTER	990004	7VHR571
14164	DELL OPTIPLEX GX280 COMPUTER	990004	3VHR571
14165	DELL OPTIPLEX GX280 COMPUTER	990004	8THR571
14167	DELL OPTIPLEX GX280 COMPUTER	990004	6THR571
14169	DELL OPTIPLEX GX280 COMPUTER	990004	8TJR571
14170	DELL OPTIPLEX GX280 COMPUTER	990004	1VJR571
14172	DELL OPTIPLEX GX280 COMPUTER	990004	DTHR571
14174	DELL OPTIPLEX GX280 COMPUTER	990004	D6FR571
14175	DELL INSPIRON 2200 PENTIUM LAPTOP	990001	JZ07H71
14182	DELL OPTIPLEX GX280 COMPUTER	990004	8CWJH71
14189	TOSHIBA TABLET PC PORTEGE M200	990004	94021360HU
14193	FUJITSU FLAT BED SCANNER FI4640-S	990004	600473
14209	DELL OPTIPLEX GX280 COMPUTER	990004	DSHDQ71
14210	DELL OPTIPLEX GX280 COMPUTER	990004	JSHDQ71
14211	DELL OPTIPLEX GX280 COMPUTER	990004	DL89P71
14212	DELL OPTIPLEX GX280 COMPUTER	990004	FL89P71
14213	DELL OPTIPLEX GX280 COMPUTER	990004	GL89P71
14214	DELL OPTIPLEX GX280 COMPUTER	990004	HL89P71
14215	DELL OPTIPLEX GX280 COMPUTER	990004	JL89P71
14223	HP LASERJET 4250DTN PRINTER	990004	SCNDXCO8398
14226	DELL OPTIPLEX GX280 COMPUTER	990001	7SR6Q71
14227	DELL OPTIPLEX GX280 COMPUTER	990001	6SR6Q71
14229	HP LASER JET MFP HP4345MFP	990004	CNBYF09202
14230	DELL OPTIPLEX GX280 COMPUTER	990004	HJKC971
14231	DELL OPTIPLEX GX280 COMPUTER	990004	49TGL71
14232	DELL OPTIPLEX GX280 COMPUTER	990004	99TGL71
14253	DELL OPTIPLEX GX280 COMPUTER	990004	FK89P71
14254	DELL OPTIPLEX GX280 COMPUTER	990004	GK89P71
14256	ALL IN ONE PC P4 530J PROC CLIENTPRO 414	990004	PZXL19IA051900290
14259	SNAP 4200 APPLIANCE SERVER	990004	QCLCSA32300761
14268	DELL OPTIPLEX GX520 COMPUTER	990004	3XJ0D81
14272	DELL OPTIPLEX GX520 COMPUTER	990004	BXJ0D81
14276	DELL OPTIPLEX GX520 COMPUTER	990001	GXJ0D81
14287	DELL OPTIPLEX GX520 COMPUTER	990004	3ZJ0D81
14290	DELL OPTIPLEX GX520 COMPUTER	990004	6ZJ0D81
14293	DELL OPTIPLEX GX520 COMPUTER	990004	DZJ0D81



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Asset#	Description	Dept/Loc	Serial
14296	DELL OPTIPLEX GX520 COMPUTER	990004	JZJ0D81
14297	DELL OPTIPLEX GX520 COMPUTER	990004	30K0D81
14302	DELL OPTIPLEX GX520 COMPUTER	990004	JOK0D81
14303	DELL OPTIPLEX GX520 COMPUTER	990004	31K0D81
14307	DELL OPTIPLEX GX520 COMPUTER	990004	C1K0D81
14308	DELL OPTIPLEX GX520 COMPUTER	990004	H1K0D81
14310	DELL OPTIPLEX GX520 COMPUTER	990004	22K0D81
14311	DELL OPTIPLEX GX520 COMPUTER	990004	42K0D81
14313	DELL OPTIPLEX GX520 COMPUTER	990004	43K0D81
14318	DELL SERVER 2.8GHZ 800 MHZ POWEREDGE	990001	211KJ81
14328	CISCO 4506 SWITCH CATALYST 4506	990004	FOX0907014G
14336	DELL OPTIPLEX GX280 COMPUTER	990004	BZCS881
14337	PLANAR COMPUTER MONITOR PL2010M-BK	990004	AJ519D12198
14340	PLANAR COMPUTER MONITOR PL2010M-BK	990004	AJ519D12212
14345	DELL OPTIPLEX GX280 COMPUTER	990004	CTR0281
14346	DELL OPTIPLEX GX280 COMPUTER	990004	FTR0281
14348	DELL OPTIPLEX GX280 COMPUTER	990004	FRR0281
14350	DELL OPTIPLEX GX280 COMPUTER	990004	4SR0281
14357	HP 4250 TN LASERJET PRINTER	990004	47GHGXD
14383	ALT 925 CLIENT PRO 414	990001	4086741-0001
14384	ALT 925 CLIENT PRO 414	990001	4086742-0001
14415	DELL SERVER 3GHZ,XEON,800FSB POWERED	990004	8310391
14448	POWER INJECTOR 24 PORT DSINE 6204	990004	10546803007574D04
14449	POWER INJECTOR 24 PORT DSINE 6204	990004	10540608300755D04
14451	DELL OPTIPLEX GX520 COMPUTER	990004	GMSTJ91
14453	ITHICA 90+ RECIEPT PRINTER	990004	HP003668876
14455	ITHICA 90+ RECIEPT PRINTER	990004	HP003704508
14460	DELL OPTIPLEX GX520 COMPUTER	990008	7PZ2R91
14778	POWEREDGE 2850 SERVER 2X3.3GHZ PROC 8	990004	4CS6R91
14802	DELL OPTIPLEX GX520 COMPUTER	990004	38F10B1
14803	DELL OPTIPLEX GX520 COMPUTER	990008	J7F10B1
14810	DELL OPTIPLEX GX520 COMPUTER	990004	FWGNZ91
14828	DELL OPTIPLEX GX520 COMPUTER	990008	9CF10B1
14835	DELL OPTIPLEX GX620 COMPUTER	990001	68NJ3B1
14836	DELL LAPTOP INSPIRON 9400	990001	9C3C2B1
14837	DELL TAPE BACKUP LTO-3 400/800 PV 110T	990004	4YNV691
14838	DELL TAPE BACKUP LTO-3 400/800 PV 100T	990004	J1PV691
14871	DELL OPTIPLEX GX520 COMPUTER	990004	1WS2CB1
14872	DELL OPTIPLEX GX520 COMPUTER	990004	1YS2CB1
14873	DELL OPTIPLEX GX520 COMPUTER	990004	21PBCB1
14874	DELL OPTIPLEX GX520 COMPUTER	990004	2PZ2CB1
14877	DELL OPTIPLEX GX520 COMPUTER	990004	2TS2CB1
14881	DELL OPTIPLEX GX520 COMPUTER	990001	32T2CB1
14882	DELL OPTIPLEX GX520 COMPUTER	990001	32Z2CB1
14883	DELL OPTIPLEX GX520 COMPUTER	990004	34Z2CB1
14886	DELL OPTIPLEX GX520 COMPUTER	990004	3WS2CB1
14889	DELL OPTIPLEX GX520 COMPUTER	990004	41PBCB1
14891	DELL OPTIPLEX GX520 COMPUTER	990004	43Z2CB1
14892	DELL OPTIPLEX GX520 COMPUTER	990001	4SS2CB1
14893	DELL OPTIPLEX GX520 COMPUTER	990001	4VS2CB1
14895	DELL OPTIPLEX GX520 COMPUTER	990001	4XS2CB1
14899	DELL OPTIPLEX GX520 COMPUTER	990004	54Z2CB1
14900	DELL OPTIPLEX GX520 COMPUTER	990004	5PZ2CB1

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Asset#	Description	Dept/Loc	Serial
14903	DELL OPTIPLEX GX520 COMPUTER	990004	5TS2CB1
14904	DELL OPTIPLEX GX520 COMPUTER	990001	5WS2CB1
14907	DELL OPTIPLEX GX520 COMPUTER	990004	6SS2CB1
14909	DELL OPTIPLEX GX520 COMPUTER	990001	6YNBCB1
14910	DELL OPTIPLEX GX520 COMPUTER	990004	71T2CB1
14911	DELL OPTIPLEX GX520 COMPUTER	990004	72T2CB1
14912	DELL OPTIPLEX GX520 COMPUTER	990004	72Z2CB1
14913	DELL OPTIPLEX GX520 COMPUTER	990004	73Z2CB1
14914	DELL OPTIPLEX GX520 COMPUTER	990004	7QZ2CB1
14918	DELL OPTIPLEX GX520 COMPUTER	990004	7VZ2CB1
14919	DELL OPTIPLEX GX520 COMPUTER	990004	7WS2CB1
14920	DELL OPTIPLEX GX520 COMPUTER	990004	81PBCB1
14922	DELL OPTIPLEX GX520 COMPUTER	990004	82Z2CB1
14923	DELL OPTIPLEX GX520 COMPUTER	990001	84Z2CB1
14932	DELL OPTIPLEX GX520 COMPUTER	990004	9RZ2CB1
14933	DELL OPTIPLEX GX520 COMPUTER	990004	9TS2CB1
14939	DELL OPTIPLEX GX520 COMPUTER	990004	BSS2CB1
14940	DELL OPTIPLEX GX520 COMPUTER	990004	BVS2CB1
14941	DELL OPTIPLEX GX520 COMPUTER	990004	BXNBCB1
14942	DELL OPTIPLEX GX520 COMPUTER	990004	BYNBCB1
14944	DELL OPTIPLEX GX520 COMPUTER	990004	C1T2CB1
14945	DELL OPTIPLEX GX520 COMPUTER	990004	C4Z2CB1
14946	DELL OPTIPLEX GX520 COMPUTER	990004	CNZ2CB1
14948	DELL OPTIPLEX GX520 COMPUTER	990004	CQZ2CB1
14949	DELL OPTIPLEX GX520 COMPUTER	990001	CWS2CB1
14950	DELL OPTIPLEX GX520 COMPUTER	990004	CXS2CB1
14953	DELL OPTIPLEX GX520 COMPUTER	990004	D3Z2CB1
14955	DELL OPTIPLEX GX520 COMPUTER	990004	DSS2CB1
14956	DELL OPTIPLEX GX520 COMPUTER	990004	DTS2CB1
14960	DELL OPTIPLEX GX520 COMPUTER	990004	F0PBCB1
14966	DELL OPTIPLEX GX520 COMPUTER	990004	FRZ2CB1
14967	DELL OPTIPLEX GX520 COMPUTER	990004	FSS2CB1
14973	DELL OPTIPLEX GX520 COMPUTER	990004	G4Z2CB1
14975	DELL OPTIPLEX GX520 COMPUTER	990004	GXS2CB1
14976	DELL OPTIPLEX GX520 COMPUTER	990004	H1PBCB1
14981	DELL OPTIPLEX GX520 COMPUTER	990004	JPZ2CB1
14982	DELL OPTIPLEX GX520 COMPUTER	990004	JQZ2CB1
14984	DELL OPTIPLEX GX520 COMPUTER	990001	JSS2CB1
14986	DELL OPTIPLEX GX520 COMPUTER	990004	JYNBCB1
14987	DELL OPTIPLEX GX520 COMPUTER	990004	JZNBCB1
14988	LASER PRINTER	990004	1CTHN81
14990	LASER PRINTER	990004	26WHN81
15011	DELL OPTIPLEX GX520 COMPUTER	990004	C9KRCB1
15012	DELL OPTIPLEX GX520 COMPUTER	990004	F9KRCB1
15013	DELL OPTIPLEX GX520 COMPUTER	990004	H9KRCB1
15014	DELL OPTIPLEX GX520 COMPUTER	990004	3BKRCB1
15015	DELL OPTIPLEX GX520 COMPUTER	990004	5BKRCB1
15022	SCANNER 50/90PPM	990004	007065
15047	DELL OPTIPLEX GX520 COMPUTER	990004	9FRJWB1
15051	LATITUDE D620 LAPTOP	990004	8TQH1C1
15054	LATITUDE D620 LAPTOP	990004	4XQH1C1
15055	LATITUDE D620 LAPTOP	990004	8XQH1C1
15060	TOSHIBA LAPTOP TABLET	990004	X606-5945H



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Asset#	Description	Dept/Loc	Serial
15061	DELL OPTIPLEX GX520 COMPUTER	990008	6JZ8PB1
15096	LAPTOP DUO CORE LATITUDE D620	990001	C2FB2C1
15098	LAPTOP DUO CORE LATITUDE D620	990004	13FB2C1
15101	LAPTOP DUO CORE LATITUDE D620	990004	G3FB2C1
15102	LAPTOP DUO CORE LATITUDE D620	990004	14FB2C1
15144	5 DRAWER LATERAL FILE	990004	948435
15452	LATITUDE D630 COMPUTER	990001	G9YV1F1
15952	DELL OPTIPLEX GX270 COMPUTER	990001	D8B7541
15240	DELL OPTIPLEX 745 COMPUTER	990004	562FSC1
15266	DELL T7200 COMPUTER	990004	CRMTXC1
15268	DELL T7200 COMPUTER	990004	7SMTXC1
15301	DELL LAPTOP LATITUDE D620	990004	7LKHYC1
15336	HP LASERJET M3035 MFP	990004	SCNGLG06010
15496	T7500 PORTEGE DUO CORE COMPUTER	990004	S28089621H
15497	T7500 PORTEGE DUO CORE COMPUTER	990004	S28090108H
15498	T7500 PORTEGE DUO CORE COMPUTER	990001	S28089616H
15499	T7500 PORTEGE DUO CORE COMPUTER	990004	S28090101H
15500	T7500 PORTEGE DUO CORE COMPUTER	990004	S28089609H
15501	T7500 PORTEGE DUO CORE COMPUTER	990004	S28089608H
15595	FUJITSU DOCUMENT SCANNER	990004	176622-7
15626	DELL LAPTOP	990004	GHJDG1
15693	ITHACA RECEIPT PRINTER	990004	HP003683726
15694	ITHACA RECEIPT PRINTER	990004	HP003841948
15697	PLANAR MONITOR	990004	AJ502D10495
15698	PLANAR MONITOR	990004	AJ542F18926
15699	ITHACA RECEIPT PRINTER	990004	HP003246328
15860	PLANAR MONITOR	990004	AJ540F18432
15927	DELL OPTIPLEX GX270 COMPUTER	990004	1R6D541
15928	DELL OPTIPLEX GX270 COMPUTER	990004	1T6D541
15929	DELL OPTIPLEX GX270 COMPUTER	990004	2Q6D541
15930	DELL OPTIPLEX GX270 COMPUTER	990004	386D541
15931	DELL OPTIPLEX GX270 COMPUTER	990004	3T6D541
15932	DELL OPTIPLEX GX270 COMPUTER	990004	3V6D541
15933	DELL OPTIPLEX GX270 COMPUTER	990004	4R6D541
15935	DELL OPTIPLEX GX270 COMPUTER	990004	5S6D541
15936	DELL OPTIPLEX GX270 COMPUTER	990004	5T6D541
15937	DELL OPTIPLEX GX270 COMPUTER	990004	6T6D541
15938	DELL OPTIPLEX GX270 COMPUTER	990004	6V6D541
15940	DELL OPTIPLEX GX270 COMPUTER	990004	7R6D541
15942	DELL OPTIPLEX GX270 COMPUTER	990004	886D541
15943	DELL OPTIPLEX GX270 COMPUTER	990004	88B7541
15945	DELL OPTIPLEX GX270 COMPUTER	990004	B86D541
15946	DELL OPTIPLEX GX270 COMPUTER	990004	B8B7541
15947	DELL OPTIPLEX GX270 COMPUTER	990004	BR6D541
15948	DELL OPTIPLEX GX270 COMPUTER	990004	BT6D541
15949	DELL OPTIPLEX GX270 COMPUTER	990004	BV6D541
15951	DELL OPTIPLEX GX270 COMPUTER	990004	CV6D541
15953	DELL OPTIPLEX GX270 COMPUTER	990004	DQ6D541
15954	DELL OPTIPLEX GX270 COMPUTER	990004	DR6D541
15955	DELL OPTIPLEX GX270 COMPUTER	990004	DS6D541
15956	DELL OPTIPLEX GX270 COMPUTER	990004	F86D541
15957	DELL OPTIPLEX GX270 COMPUTER	990004	G8B7541
15958	DELL OPTIPLEX GX270 COMPUTER	990004	GR6D541

**Ewaste Pick Up September 9, 2014 & October 14, 2014**

Asset#	Description	Dept/Loc	Serial
15959	DELL OPTIPLEX GX270 COMPUTER	990004	GT6D541
15960	DELL OPTIPLEX GX270 COMPUTER	990004	H76D541
15962	DELL OPTIPLEX GX270 COMPUTER	990004	J8B7541
15963	DELL OPTIPLEX GX270 COMPUTER	990004	JR6D541
15964	DELL OPTIPLEX GX270 COMPUTER	990004	JS6D541
16059	DELL OPTIPLEX GX280 COMPUTER	990004	JFSDS51
16060	DELL OPTIPLEX GX280 COMPUTER	990004	4GSDS51
16098	DELL XPS DUO CORE COMPUTER	990001	8QKLDD1
16099	DELL XPS DUO CORE COMPUTER	990001	8KKLDD1
16298	HP LASERJET PRINTER M3035XS	990004	JPLMD03949

Sheriff Vehicles to be Disposed of

ASSET	VEHICLE # Which is year-vehicle#	VIN NUMBERS	Year, Make, Model
15119	07-06	2FAHP71W97X123341	2007 Ford Interceptor
14377	06-02	2FAHP71WX6X107678	2006 Ford Crown Victoria
14378	06-03	2FAHP71W16X107679	2006 Ford Crown Victoria
15117	07-04	2FAHP71W07X123339	2007 Ford Interceptor
15115	07-02	2FAHP71W77X123337	2007 Ford Interceptor
15456	08-04	2FAFP71V78X143278	2008 Ford Crown Victoria
12585	97-18	2FALP71W5VX205316	1997 Ford Crown Victoria
14780	99-2	2C3HC56GXXH685064	2006 Ford Expedition
11447	97-15	1FTDF1728VKD62831	1997 Ford F150 Pickup
14379	06-04	2FAHP71W86X107680	2006 Ford Crown Victoria
12274	01-02	1FTNX21S81EB77879	2001 Ford F250 Truck
13238	1212	1FTRX18W41NB95042	2001 Ford F150 Pickup

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

**RESOLUTION AUTHORIZING THE  
COUNTY PURCHASING AGENT TO  
REGULARLY PROCESS AND DISPOSE OF  
EWASTE**

)  
)  
)  
)

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Federal and State regulations are very prescriptive as to how electronic waste (or, "ewaste") is to be handled; and

**WHEREAS**, County information security guidelines are also very clear on how we process electronic assets and safely dispose of them in a way the assures data protection; this includes the removal and destruction of all hard drives and data storage devices; and

**WHEREAS**, Administrative Services and Information Technology have developed detailed processes for determining an electronic asset has been reviewed and is ready for disposal; and

**WHEREAS**, The Purchasing Division and buildings and Grounds have determined the optimal methods of processing ewaste and have identified vendor partners to facilitate the process; and

**WHEREAS**, due to the sheer volume of electronic assets that end up in the ewaste stream, it is very cumbersome to come to the Board to seek authorization to dispose of each one; and

/

/

/

/

/

**NOW, THEREFORE, BE IT RESOLVED,** The Yuba County Board of Supervisors hereby authorizes the Purchasing Agent to approve the disposal of electronic waste once Information Technology has certified it is no longer useful to the County; and in conjunction with established County ewaste disposal procedures.

**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

\_\_\_\_\_

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

\_\_\_\_\_  




# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
 John Fleming, Economic Development Coordinator  
 Russ Brown, Communications & Legislative Affairs Coordinator  
 Grace M Mull, Management Analyst  
 Teena L. Carlquist, Executive Assistant to the County Administrator  
 Yuba County Government Center  
 915 8<sup>th</sup> Street, Suite 115  
 Marysville, CA 95901

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 Email: rbendorf@co.yuba.ca.us  
 jfleming@co.yuba.ca.us  
 rbrown@co.yuba.ca.us  
 gmull@co.yuba.ca.us  
 tcarlquist@co.yuba.ca.us

**DATE:** December 16, 2014  
**TO:** Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB/gm*  
 By Grace Mull, Management Analyst  
**RE:** 1<sup>st</sup> Quarter Financial Report for Fiscal Year 2014-15

### RECOMMENDATION

It is recommended that the Board of Supervisors receive the 1<sup>st</sup> Quarter Financial Report for Fiscal Year 2014-15 and provide direction as necessary.

### BACKGROUND

The purpose of the quarterly financial report is to provide your Board with timely information regarding the FY 2014-2015 budget and related economic information.

### DISCUSSION

The 1<sup>st</sup> Quarter Report provides a summary of activities in various areas including general fund discretionary revenue receipts, general fund expenditures, departmental budget reporting, building permits, and state budget updates.

### COMMITTEE

This item did not go to Committee as it is an informational item only.

### FISCAL IMPACT

There is no fiscal impact associated with receiving of this report.

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# 1<sup>st</sup> Quarter Budget Report Fiscal Year 2014/2015

Period July 1, 2014 – September 30, 2014



## General Fund Discretionary Revenue

General fund discretionary revenue is general fund revenue that is not a direct reimbursement revenue source for a department. The funds are thus “discretionary” and approved by the Board of Supervisors for the general fund needs of the County. The major discretionary general fund revenue sources that make up this revenue include property and sales taxes, franchise fees, general fines, interest, triple flip, and tipping fees.

The total discretionary general fund revenue budgeted for FY 14/15 is \$25,215,885. The following chart displays the major discretionary general fund revenue sources, the amounts budgeted, the amounts received and percent received in 1<sup>st</sup> quarter FY 14/15, as well as a comparison to the amounts received in 1<sup>st</sup> quarter FY 13/14.

Major Discretionary General Fund Revenue Source	Amount Budgeted FY 14/15	Received 1 <sup>st</sup> Qtr FY 14/15	Percent of Budget FY 14/15	Received 1 <sup>st</sup> Qtr FY 13/14	Increase/Decrease +/-	Notes
Secured Property Taxes	\$9,800,000	\$0	0%	\$0	\$0	Property taxes are received in 2 <sup>nd</sup> and 4 <sup>th</sup> quarters.
Sales Taxes	\$2,250,000	\$201,006	8.93%	\$61,466	\$139,540	227.02% increase from prior year due to BOE negative adjustment in 1 <sup>st</sup> quarter FY 13/14.
Franchise Fees	\$1,199,000	\$0	0%	\$0	\$0	
General Fines	\$400,000	\$66,585	16.65%	\$69,640	(\$3,055)	Slight decrease from prior year (4.39%).
Interest Earned	\$270,000	\$4,530	1.68%	\$0	\$4,530	Interest apportionments are performed in arrears. We anticipate that the 1 <sup>st</sup> quarter apportionment will be performed in November.
Triple Flip	\$7,288,000	\$0	0%	\$0	\$0	Triple flip payments are received in 2 <sup>nd</sup> and 4 <sup>th</sup> quarters.
Tipping Fees	\$900,000	\$0	0%	\$0	\$0	Quarterly payments received in arrears. 1 <sup>st</sup> quarter received in October.

### 1<sup>st</sup> Quarter Major Revenue Source Trends

- Sales Taxes for 1<sup>st</sup> quarter FY 14/15 compared to 1<sup>st</sup> quarter FY 13/14 exhibits an increase of 227.02%. This is an anomaly due to a negative adjustment performed by the State Board of Equalization last year to correct an overpayment received by the County in FY 12/13 for a business that reported sales tax to Yuba County in error.
- This is the second fiscal year of utilizing a modified accrual accounting methodology as required by the State Controller’s accounting standards for counties. Cash is credited in the period it was received but the transaction is posted to the period in which the work was performed. Departments have accepted this methodology and are very diligent in tracking their expenses and revenue through the County financial system to insure they are reported in the correct period.

## General Fund Expenditures

General Fund expenditures appear to be \$1,438,605 more than the same period last year. This is primarily attributed to an accounting transaction and not a true over-expenditure. A-87 Cost Plan charges and credits which nets in a credit to General Fund expenditures are usually posted on the last day of each quarter. This year, the transaction for first quarter was posted in October (2<sup>nd</sup> quarter) instead of September.

The total percent of actual expenditures through the end of September was 25.97% which is slightly above the target of 25%

## Departmental Revenue and Expenditure Reporting

County departments report their revenues received and expenditures made on a monthly basis to the County Administrator's Office. Through the end of the first quarter of this fiscal year, there were thirteen (13) departments in the General Fund that exhibited negative positions for a total amount of (\$659,537). This is primarily attributed to timeliness of grant and program reimbursements.

In the Non-General Fund departments, there were nine (9) departments that exhibited negative positions for a total amount of (\$1,704,474). This is also primarily due to timeliness of grant and program reimbursements and workers compensation insurance reimbursements from the departments (the full premium is paid in July and transfers are processed at the end of each quarter by the Auditor's Office).

## General Fund Reserves/Contingencies

### General Fund Reserves

Adopted Budget: \$1,742,588

Balance 9/30/14: \$1,442,588\*

### General Fund Contingencies

Adopted Budget: \$519,272

Balance 9/30/14: \$519,272

\*The \$300,000 transfer from the Ponderosa Landfill Closure Fund approved by the Board during Final Budget Hearings was performed in October 2014 and will reflect in the 2<sup>nd</sup> quarter budget report.

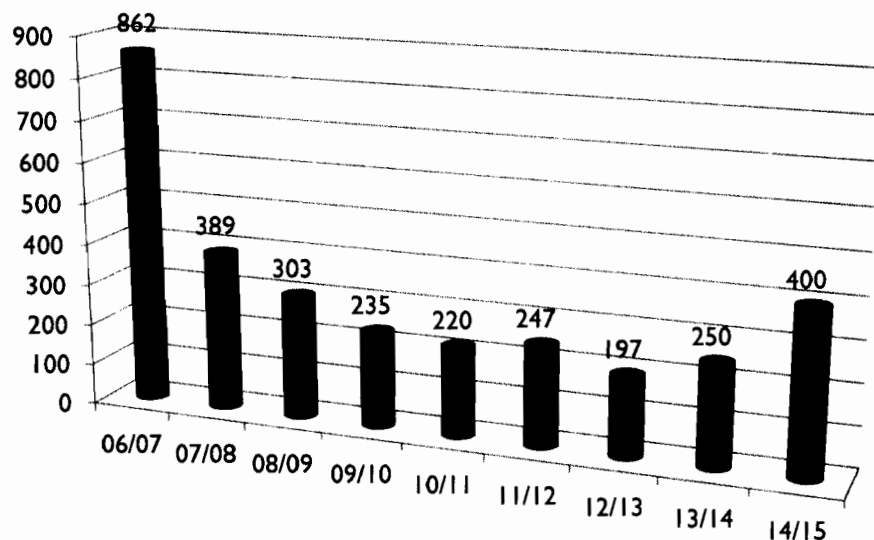
## New Hires

We began the fiscal year with 911 allocated positions. 49 of these positions were unfunded vacant positions and 78 were funded vacant positions. Twenty two vacant positions were filled in the first quarter. The positions, departments and associated funding sources are as follows:

Department	Position	Quantity	Funding Source
Health & Human Services	Eligibility Technician	6	Fed/State
Health & Human Services	Social Worker I – Emp Servs	2	Fed/State
Health & Human Services	Employment & Trng Specialist	1	Fed/State
Health & Human Services	Public Health Nurse I	1	Fed/State/Grants/Realignment
Health & Human Services	Health Education Specialist	1	Fed/State/Grants/Realignment
CDSA	Office Specialist	1	Direct Reimbursement
Sheriff-Coroner	Correctional Officer	1	Jail Bed Rental/Realignment
Sheriff-Coroner	Community Services Officer	1	General Fund
Admin Services-Custodial	Building Maintenance Custodian	2	Direct Reimbursement
Information Technology	Info Technology Analyst	1	General Fund/Indirect Reimb
Information Technology	Sr. Info Technology Analyst	1	General Fund/Indirect Reimb
Probation-Juvenile Hall	Group Counselor	2	General Fund/Sutter/Colusa
Probation	Intervention Counselor	1	AB 109
Elections Clerk I	Clerk-Recorder-Elections	1	General Fund

## Building Permits

Month	1st Qtr Permits 06/07	1st Qtr Permits 07/08	1st Qtr Permits 08/09	1st Qtr Permits 09/10	1st Qtr Permits 10/11	1st Qtr Permits 11/12	1st Qtr Permits 12/13	1st Qtr Permits 13/14	1st Qtr Permits 14/15
Jul	168	142	98	84	77	84	68	80	123
Aug	237	171	100	80	79	88	74	91	123
Sep	457	76	105	71	64	75	55	79	154
1st Qtr	862	389	303	235	220	247	197	250	400
% of Change		54.87%	22.11%	22.44%	-6.38%	12.27%	20.24%	26.90%	60.00%



Total permits issued are up 60.00% from FY 13/14 in the same period.

Single Family Dwelling Permits (SFD) There were 39 SFD building permits issued for the first quarter compared to 23 in the same period last year.

## Foreclosure Activity

There were 38 foreclosed homes in the first quarter (Jul/Aug/Sep) of FY 2014-15 compared to 46 in the same period last year. This represents a decrease of (17.39%).

## Economic Development

In a single decade Yuba County crop values have soared from \$135.4 million in 2004 to nearly 235 million in 2013. Agricultural values exceeded \$200 million for the first time in 2011, and the subsequent two years have also been record-setting years for local ranchers and farmers. Additional truck, tractor, fertilizer, feedstock and related agricultural commodity purchases have increased the overall economic impact of the agricultural sector dramatically.



The top 10 crops have traded places on the valuation chart each year as some crops have declined in value while others have increased. The top commodities have typically been rice, dried plums, and peaches with walnuts surging recently based on a growing global demand. Acreage for walnut orchard production has increased 31 percent in Yuba County since 2007.

Yuba County farmers have healthy sales outside of the Yuba-Sutter region, but the 33 countries purchasing local agricultural products have also expanded their demand for additional food imports.

Agricultural products indicating decline in the 2013 Crop Report include milk and timber. The full 2013 Yuba County crop report can be viewed online at [www.yuba.org](http://www.yuba.org) News and Events section of the main webpage.

## **State Budget Update**

### **Revenue Report**

The State Controller's Cash Update for the month of September indicated that "Preliminary General Fund agency cash for August was \$56 million below the 2014-15 Budget Act forecast of \$6.215 billion. Year-to-date revenues are \$49 million above the forecasted \$12.292 billion."

# The County of Yuba

572-14

## OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CALIFORNIA 95901-5273  
(530) 749-7575 FAX (530) 749-7312



**ROBERT BENDORF**  
COUNTY ADMINISTRATOR

**JOHN FLEMING**  
ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

**GRACE M. MULL**  
MANAGEMENT ANALYST

**TEENA CARLQUIST**  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB*  
**RE:** Adopt resolution approving documents related to sale of special tax bonds for Improvement Area A of Community Facilities District No. 2005-1  
**DATE:** December 16, 2014

### RECOMMENDATION

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

RESOLUTION APPROVING A PRELIMINARY OFFICIAL STATEMENT AND BOND PURCHASE AGREEMENT RELATED TO THE OFFERING AND SALE 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 A OF THE DISTRICT, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

### BACKGROUND

On October 28, 2014, the Board of Supervisors adopted Resolution No. 2014-105 which Resolution authorized the issuance by the County for the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "CFD") of up to \$3,200,000 of special tax bonds of the County for the CFD the net proceeds of which are to be used to pay costs of infrastructure improvements necessitated by development in the CFD pursuant to an Acquisition Agreement, dated as of April 1, 2008, between the County, on behalf of the CFD, and John Mourier Construction Inc., as amended. The bonds are to be repaid from special taxes to be levied on property in Improvement Area A of the CFD (the "Orchard Improvement Area"), with the special taxes not to exceed \$825 per residential unit per year and the first special tax levy to be for fiscal year 2015-16, as required by Resolution No. 2014-97 adopted by the Board of Supervisors on October 7, 2014. Resolution No. 2014-105 also approved a Fiscal Agent Agreement providing the terms of the bonds and a Continuing Disclosure Agreement pursuant to which the County will provide ongoing information regarding the CFD and the bonds for the benefit of the owners of the bonds, and the Resolution authorized the preparation of an Official Statement in preliminary and final form describing the bonds for prospective investors and a Bond Purchase Agreement pursuant to which the bonds are to be sold to Stifel, Nicolaus & Company, Incorporated, the firm selected to underwrite the bonds.

County Staff, working with the County's consultants for the bond issue, have prepared a draft of the Official Statement, in preliminary form (referred to as the "Preliminary Official Statement"), and the Bond Purchase Agreement has been prepared by counsel to the underwriter. The Board of Supervisors is now being requested to adopt a Resolution approving the Preliminary Official Statement and the Bond Purchase Agreement. If the Board of Supervisors adopts the Resolution, the bonds can then be marketed to prospective investors, sold to the underwriter and issued by the County for the CFD. It is expected that the bonds will be sold in early January, 2015, and issued before the end of January, 2015.

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 at the time of sale of the bonds, but not in any case more than \$3,200,000. This will be the only bond issue by the County for the Orchard Improvement Area to fund costs of the improvements constructed by John Mourier Construction Inc. 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 Orchard Improvement Area until fiscal year 2015-2016, with the first property owner special tax payment delinquent if not paid by December 10, 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 Orchard 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 Orchard Improvement Area and the bond program will be paid from proceeds of the special taxes levied on property in the Orchard Improvement Area. The CFD will only be authorized to levy the special taxes on land included within the boundaries of the Orchard 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 \$825 per residential unit per year commencing fiscal year 2015-16 and ending with fiscal year 2040-41.

Attachments:     Resolution  
                         Preliminary Official Statement  
                         Bond Purchase Agreement

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

**In Re:**

**RESOLUTION APPROVING A PRELIMINARY )  
OFFICIAL STATEMENT AND BOND PURCHASE )  
AGREEMENT RELATED TO THE OFFERING AND )  
SALE 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 A OF THE DISTRICT, AND APPROVING )  
OTHER RELATED DOCUMENTS AND ACTIONS )**

**Resolution No. \_\_\_\_\_**

**WHEREAS**, on October 28, 2014, the Board of Supervisors adopted Resolution No. 2014-105 (the "Resolution of Issuance"), which authorized the issuance by the County of Yuba (the "County"), for the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), of its County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) – Improvement Area A, 2015 Special Tax Bonds (the "Bonds") in a principal amount not to exceed \$3,200,000; and

**WHEREAS**, the Bonds are to be repaid from special taxes levied by the County on property in Improvement Area A of the District (the "Improvement Area"); and

**WHEREAS**, the Resolution of Issuance also approved and authorized the execution by the County of a Fiscal Agent Agreement providing the terms and provisions of the Bonds and a Continuing Disclosure Agreement allowing for the provision of periodic information by the County regarding the District and the Bonds during the term of the Bonds; and

**WHEREAS**, the Resolution of Issuance also authorized the preparation of an Official Statement (the "Official Statement") in preliminary and final form, and a Bond Purchase Agreement (the "Bond Purchase Agreement"), to be used in connection with the offer and sale of the Bonds; and

**WHEREAS**, there have now been submitted to the Board of Supervisors for its approval the Official Statement in preliminary form (the "Preliminary Official Statement") and the Bond Purchase Agreement, and the Board of Supervisors, with the assistance of County Staff, has reviewed the Preliminary Official Statement and Bond Purchase Agreement and has found them to be in proper order; and

**WHEREAS**, the Board of Supervisors now desires to approve the Preliminary Official Statement and the Bond Purchase Agreement so that the Bonds may be sold and issued, as contemplated by the Resolution of Issuance, and to approve other related documents and actions as provided in this Resolution.

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

*Section 1.* The Preliminary Official Statement, in the form presented to the Board of Supervisors at this meeting, is hereby approved. The County Administrator is hereby authorized and directed, for and in the name and on behalf of the County, to make changes to the Preliminary Official Statement prior to its dissemination to prospective investors, and to bring the Preliminary Official Statement into the form of the final Official Statement, including in each case such additions thereto or changes therein as are recommended or approved by the County Administrator upon consultation with County Counsel and Disclosure Counsel. 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 Official Statement. Stifel, Nicolaus & Company Incorporated, the underwriter for the Bonds (the "Underwriter"), is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of the Official Statement to all actual purchasers of the Bonds.

The Authorized Officers, each acting alone, are hereby authorized to execute a certificate or certificates to the effect that the Official Statement and the Preliminary Official Statement were deemed "final" as of their respective dates for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, and each of the Authorized Officers are hereby authorized to so deem such statements final.

*Section 2.* The Bond Purchase Agreement between the County and the Underwriter, 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 to accept the offer of the Underwriter to purchase the Bonds contained in the Purchase Contract (provided that the aggregate principal amount of the Bonds sold thereby is not in excess of \$3,200,000, and, as required by the Resolution of Issuance, the interest rate on the Bonds is not in excess of 7.00% per annum and the underwriter's discount (without regard to any original issue discount) is not in excess of 2.50% of the aggregate principal amount of the Bonds), and to execute and deliver the Bond Purchase Agreement in said form, with such additions thereto or changes therein as are recommended or approved by an Authorized Officer upon consultation with County Counsel and Bond Counsel, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement by an Authorized Officer.

*Section 3.* The name of the Bonds is hereby changed from that set forth in Section 1 of the Resolution of Issuance to now be "County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2015 Special Tax Bonds." All other provisions of the Resolution of Issuance are hereby ratified and confirmed.

*Section 4.* 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 the Resolution of Issuance, this Resolution, and any certificate, agreement, and other document described in the documents therein or 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 5.* 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 16<sup>th</sup> day of December, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

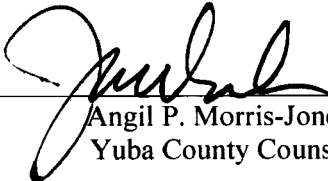
COUNTY OF YUBA

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

25002.08:J12929  
11/13/14

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§ \_\_\_\_\_  
**COUNTY OF YUBA**  
**COMMUNITY FACILITIES DISTRICT NO. 2005-1**  
**(IMPROVEMENT AREA A – THE ORCHARD)**  
**2015 SPECIAL TAX BONDS**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2015

County of Yuba, California  
Marysville, California

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the County of Yuba, California (the “County”) acting on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “District”) which, upon acceptance, will be binding upon the County and upon the Underwriter. This offer is made subject to acceptance of it by the County on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the County at any time prior to the acceptance hereof by the County.

The County acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the County and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the County with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County on other matters); and (iv) the County has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. **Purchase, Sale and Delivery of the Bonds.**

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the County, and the County agrees to sell to the Underwriter, all (but not less than all) of the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2015 Special Tax Bonds (the “Bonds”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2015) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement by and between the County and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), dated as of January 1, 2015 (the "Fiscal Agent Agreement"), approved by Resolution No. 2014-105 adopted by the Board of Supervisors of the County (the "Board"), acting as the legislative body of the District, on October 28, 2014 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within Improvement Area A of the District (the "Improvement Area") in accordance with Resolution No. 2005-271 adopted by the Board on November 8, 2005 and Resolution No. 2007-137 adopted by the Board on October 23, 2007 (together, the "Resolution of Formation"). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "Law"), to acquire certain public improvements described in the Resolution of Formation. The Resolution of Issuance, the Resolution of Formation and Resolution Nos. 2005-272, 2005-273, 2005-283, 2007-120, 2007-131, 2008-08, 2008-39, 2014-69, and Ordinance No. 1437, adopted by the Board on January 22, 2008, are collectively referred to herein as the "District Resolutions."

(c) At or prior to the acceptance hereof by the County, the County shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the County, dated as of the date of this Purchase Agreement (the "County Certificate"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the County Certificate deeming the Preliminary Official Statement for the Bonds, dated \_\_\_\_\_, 2015 which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement"), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), the Underwriter has distributed copies of the Preliminary Official Statement. The County hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the County as evidenced by the execution and delivery of such document by an officer of the County (the "Official Statement")), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the County (the "County Disclosure Agreement"), this Purchase Agreement, any other documents or contracts to which the County or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the County to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on \_\_\_\_\_, 2015, or at such earlier time or date as shall be agreed upon by the Underwriter and the County (such time and date being herein referred to as the "Closing Date"), the County will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly

executed by the officers of the County, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Bond Counsel, or at such other place as shall be mutually agreed upon by the County and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "Closing"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the County which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) Except as otherwise disclosed in writing and agreed to by the County, the Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A "bona fide public offering" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold. The Underwriter shall provide to the County on the Closing Date a certificate stating that the Underwriter made a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A.

2. Representations, Warranties and Agreements of the County. The County represents, warrants and covenants to and agrees with the Underwriter that:

(a) The County is a public agency duly organized and validly existing pursuant to the Constitution of the State of California (the "State") and laws of the State and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The Board, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of the County of Yuba as Document No. 2008R-001166 recorded on January 25, 2008, an Amended Notice of Special Tax Lien (the "Notice of Special Tax Lien") (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The County has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the County Disclosure Agreement, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, the Acquisition Agreement between the County and John Mourier Construction, Inc. this Purchase Agreement, and the County Disclosure Agreement (collectively, the "District Documents") and the Official Statement.

(b) The County has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the County, if any, will not impair the ability of the County to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of

issuance of the Bonds, the County will continue to comply with the covenants of the County contained in the District Documents.

(c) The Board has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the Improvement Area to approve the levy of the Special Tax within the Improvement Area and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the Improvement Area securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the County for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the County of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the County for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the County in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the County's knowledge, neither the District nor the County is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the County is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the District or the County of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the County, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the County makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the County of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The County shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the County is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the County shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the County shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "end of the underwriting period" means the later of such time as (i) the County delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the County at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Taxes and the moneys in the Special Tax Fund, the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the County will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the County has been served with process or, to the best knowledge of the County, threatened (i) which would materially adversely affect the ability of either the County or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the County or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the County or the District contemplated by any of said documents; nor is there any action pending with respect to which the County has been served with process or, to the best knowledge of the County, threatened against the County or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation.

(j) The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order

for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the County shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the County authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The County will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE 2015 BONDS — General Provisions” as they relate to the Book-Entry Only System, and “THE IMPROVEMENT AREA — The Developer” and in Appendix F thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions “THE 2015 BONDS — General Provisions” as they relate to the Book-Entry Only System, and “THE IMPROVEMENT AREA — The Developer” and in Appendix F thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the County as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The County hereby covenants and agrees that, within seven (7) business days from the date hereof, the County shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the County so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the County is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the County.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The County shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the County as set forth in this Purchase Agreement.

(r) The County shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The County shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.



3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the County contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the County made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the County of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Quint & Thimmig LLP, Bond Counsel for the County, and Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the County terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not

exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the County or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission (the "SEC") or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the County from issuing permits, licenses or entitlements within the Improvement Area or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the Improvement Area;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the County that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the Secretary of the Board to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the Board;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the County, of Quint & Thimmig LLP, Bond Counsel for the County, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the County may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Quint & Thimmig LLP, Bond Counsel for the County, to the effect that (i) this Purchase Agreement, the Acquisition Agreement and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the County, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the County for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE 2015 BONDS," "SECURITY FOR THE 2015 BONDS," "TAX MATTERS" and Appendices C and D thereof is accurate, insofar as such information purports to

summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds; and (iv) the Special Tax has been duly and validly authorized in accordance with the provisions of the Law;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel for the Underwriter, to the effect that (i) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (ii) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the County, Bond Counsel, representatives of the Underwriter, John Mourier Construction, Inc. ("JMC"), and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial or statistical data or forecasts or estimates or assumptions or any expressions of opinion or assessed valuations);

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the County, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the County contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the County has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of County Counsel, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the County has been served with process or is known to such counsel to be threatened, as to which the County is or would be a party, which would materially adversely affect the ability of the County or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the

Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the County contemplated by any of said documents; (ii) the County is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the County has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the County has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the County of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the Board has duly and validly adopted the Formation Documents at meetings of the Board which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the County has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Goodwin Consulting Group, Inc. addressed to the County and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for the Improvement Area) of Developed Property in the Improvement Area that are not delinquent in the payment of any Special Taxes then due and owing, less \$25,000 for Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for the Improvement Area) or other purposes of the District, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds, and (ii) all information supplied by them for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the County dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the County and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Letter of Representations of JMC in connection with the printing of the Preliminary Official Statement dated the date of the Preliminary Official Statement, substantially in the form attached as part of Exhibit C hereto or as such Letter of Representation may be modified with the approval of the Underwriter and Underwriter's Counsel, and a Closing Certificate of JMC dated the Closing Date, substantially in the form attached as part of Exhibit C hereto;

(12) A continuing disclosure agreement executed by JMC in the form attached in Appendix E to the Preliminary Official Statement (the "Developer Continuing Disclosure Agreement");

(13) An opinion letter from counsel to JMC addressed to the County and the Underwriter in substantially the form attached hereto as Exhibit D;

(14) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the County's representations and warranties contained herein and the due performance or satisfaction by the County at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the County and the District in connection with the transactions contemplated hereby and by the Official Statement;

(15) Written confirmation from the County's Capitol Public Finance Group, LLC or a subsidiary thereof in a form acceptable to the Underwriter that, except as disclosed in the Official Statement, the County has timely filed materially complete continuing disclosure reports with respect to the County's non-community facilities district continuing disclosure requirements relating to Rule 15c2-12 in each of the last five fiscal years;

(16) Written confirmation from Goodwin Consulting Group, Inc., as the County's special tax consultant, in a form acceptable to the Underwriter that, except as disclosed in the Official Statement, the County has timely filed materially complete continuing disclosure reports with respect to the continuing disclosure requirements relating to Rule 15c2-12 with respect to each of the County's community facilities districts in each of the last five fiscal years;

(17) G-17 letter from the Underwriter acknowledged by the County;

(18) A letter of Quint & Thimmig LLP, as disclosure counsel to the County ("Disclosure Counsel"), addressed to the Underwriter and the County, to the effect that nothing has come to such counsel's attention that would lead them to believe that the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(19) A certificate of Fieldman, Rolapp & Associates, as financial advisor to the County (the "Financial Advisor"), dated as of the Closing Date, in form and substance satisfactory to Disclosure Counsel, Bond Counsel and the Underwriter, including a statement to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, including the cover page, as of its date and as of the Closing Date, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the County shall be under any further obligation hereunder, except that the respective obligations of the County and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.



4. Conditions of the County's Obligations. The County's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the County executing the certificate referred to in Section 3(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the County or the District; and

(b) As of the Closing Date, the County shall receive the approving opinion of Bond Counsel referred to in Section 3(d)(3) hereof, dated as of the Closing Date.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the County shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the County's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Financial Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel and Disclosure Counsel and any accountants, engineers or any other experts or consultants the County has retained in connection with the Bonds; and

(b) The County shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the County under this Purchase Agreement may be given by delivering the same in writing to the County at 915 8<sup>th</sup> Street, Suite 115, Marysville, California 95901, Attention: County Administrator; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the County set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the County and regardless of delivery of and payment for the Bonds.

9. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the County and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the County.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

12. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By: \_\_\_\_\_  
Managing Director

ACCEPTED:

COUNTY OF YUBA, CALIFORNIA

By: \_\_\_\_\_  
County Administrator

Time: \_\_\_\_ a.m./p.m.



**EXHIBIT A**

**MATURITY SCHEDULE**

**COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(IMPROVEMENT AREA A – THE ORCHARD)  
2015 SPECIAL TAX BONDS**

<b><i>Maturity Date (September 1)</i></b>	<b><i>Principal Amount</i></b>	<b><i>Interest Rate</i></b>	<b><i>Yield</i></b>	<b><i>Price</i></b>
	<b>\$</b>	<b>%</b>	<b>%</b>	

The purchase price of the Bonds shall be \$\_\_\_\_\_, which is the principal amount thereof (\$\_\_\_\_\_) less original issue discount of \$\_\_\_\_\_ and less Underwriter's discount of \$\_\_\_\_\_.

**EXHIBIT B**

**COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(IMPROVEMENT AREA A – THE ORCHARD)  
2015 SPECIAL TAX BONDS**

**RULE 15c2-12 CERTIFICATE**

The undersigned hereby certifies and represents that he is the County Administrator of the County of Yuba, California (the “County”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2015 Special Tax Bonds (the “Bonds”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended (the “Rule”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated \_\_\_\_\_, 2015 setting forth information concerning the Bonds and the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “Preliminary Official Statement”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “Permitted Omissions” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of \_\_\_\_\_, 2015.

COUNTY OF YUBA, CALIFORNIA

By: \_\_\_\_\_  
Its: County Administrator

**EXHIBIT C**

**COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(IMPROVEMENT AREA A – THE ORCHARD)  
2015 SPECIAL TAX BONDS**

**LETTER OF REPRESENTATIONS OF  
JOHN MOURIER CONSTRUCTION, INC.**

\_\_\_\_\_, 2015

County of Yuba  
915 8<sup>th</sup> Street, Suite 115  
Marysville, California 95901

County of Yuba Community Facilities District No. 2005-1  
(Orchard/Montrose Public Improvements)  
915 8<sup>th</sup> Street, Suite 115  
Marysville, California 95901

Stifel, Nicolaus & Company, Incorporated  
One Montgomery Street, 35th Floor  
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to the County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2015 Special Tax Bonds (the “Bonds”) and to the Bond Purchase Agreement to be entered into in connection therewith (the “Purchase Agreement”). This Letter of Representations (the “Letter of Representations”) is delivered pursuant to and in satisfaction of Section 3(d)(11) of the Purchase Agreement. Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of John Mourier Construction, Inc., a California corporation (the “Developer”), and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is duly organized and validly existing under the laws of the State of California, qualified to transact business in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations and the Developer Continuing Disclosure Agreement; and (ii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “Community Facilities District”) is held in the

name of the Developer (herein the “Property”). The undersigned, on behalf of the Developer, makes the representations herein with respect to all such Property. Except as otherwise described in the Preliminary Official Statement, the Developer is and the Developer’s expectation as of the date of this Letter of Representations is that the Developer shall remain the party responsible for the development of the Property.

3. The Developer has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the Developer Continuing Disclosure Agreement and the performance by the Developer of its obligations thereunder. Except as described in the Preliminary Official Statement, the Developer and its parent and Affiliates<sup>2</sup> have not failed to comply in all material respects with any previous undertakings with regard to Rule 15c2-12 of the Securities and Exchange Commission to provide annual reports, semi-annual reports or notices of listed events in the last five years.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> the Developer and its Affiliates<sup>2</sup> have not violated any applicable law or administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect the Developer’s ability to pay Special Taxes due with respect to the Property.

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Developer and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, fiscal agent agreement, bond or note (collectively, the “Material Agreements”) to which the Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Developer or its Affiliates that is secured by an interest in the Property. To

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<sup>1</sup> As used in this Letter of Representations, the phrase “Actual Knowledge of the Undersigned” shall mean the knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer’s current business and operations.

<sup>2</sup> “Affiliate” means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the Community Facilities District and the Bonds (i.e., information relevant to the Developer’s development plans with respect to its Property and the payment of its Special Taxes, or such Person’s assets or funds that would materially affect the Developer’s ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Taxes). “Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “control” (including the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

the Actual Knowledge of the Undersigned, neither the Developer nor, any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Developer's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property.

7. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process or proper notice to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Developer or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Developer's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax or *ad valorem* tax obligations on its Property when due.

8. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions "THE IMPROVEMENT AREA – Location and Description of the Improvement Area," "– History of the Improvement Area," "– The Developer" and "CONTINUING DISCLOSURE" (excluding therefrom information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Facilities District, to challenge the adoption of Ordinance No. 1437 of the County levying Special Taxes within the Improvement Area, to invalidate the Community Facilities District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the Community Facilities District's Rate and Method of Apportionment of Special Taxes for the Improvement Area pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the County and/or the Community Facilities District under the District Resolutions, the Fiscal Agent Agreement, or any other agreements among the Developer, the County, and/or the Community Facilities District or to which the Developer is a beneficiary.

10. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

11. The Developer has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that the Developer and some of its Affiliates have been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. To the Actual Knowledge of the Undersigned, neither the Developer nor any Affiliate has been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property owned by the Developer or any current Affiliate during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Developer or any such Affiliate.

12. The Developer consents to the issuance of the Bonds. The Developer acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Official Statement.

13. The Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

14. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. To the Actual Knowledge of the Undersigned, Affiliates of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

16. Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE IMPROVEMENT AREA – Location and Description of the Improvement Area," "– History of the Improvement Area" and "– The Developer," the

Developer anticipates that it will have sufficient funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property when due and does not anticipate that the County or the Community Facilities District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Taxes. The Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

17. Solely as to the limited information described in Paragraph 8 above concerning the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement under the captions "THE IMPROVEMENT AREA – Location and Description of the Improvement Area," "– History of the Improvement Area" and "– The Developer" and "CONTINUING DISCLOSURE" (last three paragraphs only) (excluding therefrom information which is identified as having been provided by a source other than the Developer), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the County, the Community Facilities District, and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by the Developer of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by the Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any indemnified party, provided that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

18. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the County and the Underwriter and if in the opinion of counsel to the County or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate

with the County in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the County and to the Underwriter.

19. For the period through 25 days after the “End of the Underwriter Period” as defined in the Purchase Agreement, if any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer’s development plan or the Developer’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the County, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the County and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

20. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Exhibit A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]



21. On behalf of the Developer, I have reviewed the contents of this Letter of Representations and have met with counsel to the Developer for the purpose of discussing the meaning of its contents.

The undersigned has executed this Certificate solely in his or her capacity as an officer of Developer and he or she will have no personal liability arising from or relating to this Certificate. Any liability arising from or relating to this Certificate may only be asserted against the Developer.

John Mourier Construction, Inc., a California  
corporation

By: \_\_\_\_\_

**EXHIBIT A**

**COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(IMPROVEMENT AREA A – THE ORCHARD)  
2015 SPECIAL TAX BONDS**

**CLOSING CERTIFICATE OF JOHN MOURIER CONSTRUCTION, INC.**

\_\_\_\_\_, 2015

County of Yuba  
915 8<sup>th</sup> Street, Suite 115  
Marysville, California 95901

County of Yuba Community Facilities District No. 2005-1  
(Orchard/Montrose Public Improvements)  
915 8<sup>th</sup> Street, Suite 115  
Marysville, California 95901

Stifel, Nicolaus & Company, Incorporated  
One Montgomery Street, 35th Floor  
San Francisco, California 94104

Ladies and Gentlemen:

Reference is made to County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) (the “Community Facilities District”) 2015 Special Tax Bonds (the “Bonds”) and to the Bond Purchase Agreement, dated \_\_\_\_\_, 2015 (the “Purchase Agreement”), entered into in connection therewith. This certificate is delivered by John Mourier Construction, Inc., a California corporation (the “Developer”) pursuant to the Purchase Agreement. Capitalized terms used herein or in the Letter of Representations (defined below) and not otherwise defined have the meanings ascribed to them in the Purchase Agreement. A copy of a Letter of Representations (the “Letter of Representations”), dated \_\_\_\_\_, 2015, delivered by the Developer, is attached hereto as Exhibit A.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the final Official Statement.

2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information described in Paragraph 8 of the Letter of Representations relating to the Developer, its Affiliates, ownership of the Property, the

Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. The Developer Continuing Disclosure Agreement has been duly authorized, executed, and delivered by the Developer and, assuming due authorization, execution and delivery by the other party thereto, constitutes a legal, valid, and binding agreement of the Developer, enforceable against the Developer in accordance with its terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

4. The undersigned has executed this Certificate solely in his or her capacity as an officer of Developer and he or she will have no personal liability arising from or relating to this Certificate. Any liability arising from or relating to this Certificate may only be asserted against the Developer.

John Mourier Construction, Inc., a California  
corporation

By: \_\_\_\_\_

**EXHIBIT D**

**FORM OF DEVELOPER'S COUNSEL OPINION**

[Closing Date]

County of Yuba Community Facilities District No. 2005-1  
(Orchard/Montrose Public Improvements)  
915 8<sup>th</sup> Street, Suite 103  
Marysville, California 95901

Stifel, Nicolaus & Company, Incorporated  
One Montgomery Street, 35<sup>th</sup> Floor  
San Francisco, California 94104

Re:     \$ \_\_\_\_\_ **County of Yuba Community Facilities  
District No 2005-1 (Improvement Area A – The Orchard)  
2015 Special Tax Bonds**

Ladies and Gentlemen:

We have acted as counsel to John Mourier Construction, Inc., a California corporation (the “Developer”) in connection with the issuance and sale by County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “District”) of \$ \_\_\_\_\_ County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard) 2015 Special Tax Bonds (the “Bonds”). This opinion is rendered pursuant to the Bond Purchase Agreement dated \_\_\_\_\_, 2015 (the “Bond Purchase Agreement”), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1.       The Bond Purchase Agreement;
2.       The Preliminary Official Statement and the Final Official Statement (together, the “Official Statement”);
3.       The Developer Continuing Disclosure Agreement dated \_\_\_\_\_, 2015, executed by Developer (the “Developer Agreement”); and
4.       The Letter of Representations of John Mourier Construction, Inc. dated as of \_\_\_\_\_, 2015, and the Closing Certificate of John Mourier Construction, Inc., dated as of \_\_\_\_\_, 2015, both as required pursuant to Section 3(d)(11) of the Bond Purchase Agreement (collectively, the “Developer Certificate”).

For purposes of this opinion, the term “Litigation Search” shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Yuba; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California;

the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date \_\_\_\_\_, 2015; Order Number \_\_\_\_\_) (the "Litigation Search"), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer's Certificate. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer's Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. Developer is a corporation, duly formed, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into the Developer Agreement.

2. The Developer has duly and validly executed and delivered the Developer Agreement, and the Developer Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable against Developer in accordance with its terms.

3. To our knowledge, the execution and delivery by Developer of the Developer Agreement and the performance of its obligations thereunder do not and will not result in a violation of any provision of, or in default under any agreement or other instrument to which Developer is a party.

4. To our knowledge, Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of Developer.

5. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the validity or enforceability of the Developer Agreement, Developer's ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

6. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement under the captions, "INTRODUCTION - The District and the Improvement Area"; "THE IMPROVEMENT AREA - Location and Description of the Improvement Area"; "THE IMPROVEMENT AREA - The Developer"; "THE IMPROVEMENT AREA - Land Ownership and Expected Special Tax Levy"; and "CONTINUING DISCLOSURE" (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion or assessed valuations, or to any information which is attributable to a source other than Developer, contained in the Official Statement), no facts came to our attention during the course of our representation of Developer that would lead us to believe that the information under said captions of the Official Statement relating to the Developer and the Developer's organizations, activities, properties and financial condition, and its proposed development of the Property, contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to the Developer in this matter, we have not rendered financial advice to the Developer and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Developer, past, present or future, including any financial information contained in the Developer Agreement; nor have we

reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of its components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Developer's development of its property as proposed in the Official Statement.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

HEFNER, STARK & MAROIS, LLP

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

## PRELIMINARY OFFICIAL STATEMENT DATED AS OF JANUARY \_\_, 2015

NEW ISSUE – BOOK ENTRY ONLY

NOT RATED

*In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject however, to certain qualifications described in this Official Statement, under existing law, interest on the 2015 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. In the further opinion of Bond Counsel, interest on the 2015 Bonds is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.*

**\$1,805,000\***

### COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (IMPROVEMENT AREA A – THE ORCHARD), 2015 SPECIAL TAX BONDS

**Dated: Date of Delivery**

**Due: September 1, as shown on inside cover**

The County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2015 Special Tax Bonds (the "2015 Bonds") are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 et seq. of the California Government Code) (the "Act") and a Fiscal Agent Agreement (the "Fiscal Agent Agreement"), dated as of January 1, 2015, by and between the County of Yuba, California, 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, San Francisco, California, as fiscal agent. The 2015 Bonds are payable from certain Special Tax Revenues derived from the levy of the Special Taxes (as such capitalized terms are defined in the Fiscal Agent Agreement) on real property located within the boundaries of Improvement Area A of the District, and are secured by a pledge of the Special Tax Revenues, after a deduction for District administrative expenses, and moneys deposited in certain funds established under the Fiscal Agent Agreement. See "SECURITY FOR THE 2015 BONDS" herein.

The 2015 Bonds when issued will be registered in the name of Cede & Co., as 2015 Bondowner and nominee for the Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the 2015 Bonds will be made in book-entry only form. The 2015 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. See Appendix F—DTC and the Book-Entry Only System. Interest on the 2015 Bonds is payable March 1 and September 1 of each year, commencing March 1, 2015.

The 2015 Bonds are subject to optional redemption, mandatory redemption from prepayments of special taxes and mandatory sinking fund redemption, all as more fully described herein. See "THE 2015 BONDS—Redemption" herein.

NEITHER THE FAITH AND CREDIT NOR ANY TAXING POWER OF THE COUNTY OF YUBA, OR THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE 2015 BONDS. EXCEPT FOR THE SPECIAL TAX REVENUES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE 2015 BONDS. THE 2015 BONDS ARE NOT GENERAL OBLIGATIONS OF THE COUNTY, BUT ARE LIMITED OBLIGATIONS OF THE COUNTY FOR THE DISTRICT, PAYABLE SOLELY FROM THE SPECIAL TAX REVENUES AND AMOUNTS IN CERTAIN FUNDS ESTABLISHED UNDER THE FISCAL AGENT AGREEMENT, AS MORE FULLY DESCRIBED HEREIN.

This cover page contains certain information for quick reference only. It is not a complete summary of the terms of this bond issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the 2015 Bonds. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of certain risk factors that should be considered, in addition to the other matters discussed herein, in considering the investment quality of the 2015 Bonds.

#### MATURITY SCHEDULE

(see inside cover)

The 2015 Bonds are offered when, as and if issued by the County for the District, subject to approval as to their legality by Quint & Thimmig LLP, Larkspur, California, Bond Counsel, and certain other conditions. Certain legal matters with respect to the 2015 Bonds will be passed upon for the County and the District by the County Counsel, and by Quint & Thimmig LLP, Larkspur, California, in its capacity as Disclosure Counsel. Certain legal matters related to the 2015 Bonds will be passed upon for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, acting as Underwriter's Counsel, and for the Developer by Hefner, Stark & Marois, LLP, Sacramento, California, acting as counsel to the Developer. Delivery of the 2015 Bonds is expected to occur through the facilities of DTC on or about January \_\_, 2015.

# STIFEL

The date of this Official Statement is January \_\_, 2015.

\* Preliminary, subject to change.



\$ \_\_\_\_\_ \*

**COUNTY OF YUBA**  
**COMMUNITY FACILITIES DISTRICT NO. 2005-1**  
**(IMPROVEMENT AREA A – THE ORCHARD),**  
**2015 SPECIAL TAX BONDS**

**Maturity Schedule**

\$ \_\_\_\_\_ Serial Bonds; CUSIP Prefix: 988296†

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <u>Suffix†</u>	<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <u>Suffix†</u>
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\$ \_\_\_\_\_ % Term Bonds due September 1, \_\_\_\_\_ Price \_\_\_\_\_ % to Yield \_\_\_\_\_ % CUSIP 988296 \_\_\_\_\_ †

\* Preliminary, subject to change.

† Copyright © 2015 CUSIP Global Services. All rights reserved. CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the District and are included solely for the convenience of the owners of the 2015 Bonds. Neither the District nor the Underwriter is responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness on the 2015 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2015 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2015 Bonds.

## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

The information contained in this Official Statement has been obtained from sources that are believed to be reliable. No representation, warranty or guarantee, however, is made by the Underwriter as to the accuracy or completeness of any information in this Official Statement, including, without limitation, the information contained in the Appendices, and nothing contained in this Official Statement should be relied upon as a promise or representation by the Underwriter.

Neither the County nor the Underwriter has authorized any dealer, broker, salesperson or other person to give any information or make any representations with respect to the offer or sale of 2015 Bonds other than as contained in this Official Statement. If given or made, any such information or representations must not be relied upon as having been authorized by the County or the Underwriter. The information and expressions of opinion in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the 2015 Bonds shall under any circumstances create any implication that there has been no change in the affairs of any party described in this Official Statement, or in the status of any property described in this Official Statement, subsequent to the date as of which such information is presented.

This Official Statement and the information contained in this Official Statement are subject to amendment without notice. The 2015 Bonds may not be sold, and no offer to buy the 2015 Bonds may be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the 2015 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

When used in this Official Statement and in any continuing disclosure by the County, in any press release and in any oral statement made with the approval of an authorized officer of the County or any other entity described or referenced in this Official Statement, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

All summaries of the documents referred to in this Official Statement are qualified by the provisions of the respective documents summarized and do not purport to be complete statements of any or all of such provisions.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or the completeness of such information.

**In connection with the offering of the 2015 Bonds, the Underwriter may overallocate or effect transactions that stabilize or maintain the market prices of the 2015 Bonds at levels above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.**

**The 2015 Bonds have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon an exemption from the registration requirements contained in the Securities Act. The 2015 Bonds have not been registered or qualified under the securities laws of any state.**

The County maintains an Internet website, but the information on the website is not incorporated in this Official Statement.

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## **COUNTY OF YUBA**

### **Board of Supervisors**

John Nicoletti, *Chairman*  
Mary Jane Griego, *Vice Chair*  
Andy Vasquez Jr., *Boardmember*  
Roger Abe, *Boardmember*  
Hal Stocker, *Boardmember*

### **County Officials**

Robert Bendorf, *County Administrator*  
Dan M. Mierzwa, *Treasurer & Tax Collector*  
Michael Lee, *Public Works Director*  
C. Richard Eberle, *Auditor/ Controller*  
Angil Morris-Jones, *County Counsel*  
Donna Stottlemeyer, *Clerk of the Board of Supervisors*

## **PROFESSIONAL SERVICES**

### **Financial Advisor**

Fieldman, Rolapp & Associates  
Irvine, CA

### **Fiscal Agent**

U.S. Bank National Association  
Los Angeles, California

### **Special Tax Consultant**

Goodwin Consulting Group, Inc.  
Sacramento, California

### **Bond Counsel and Disclosure Counsel**

Quint & Thimmig LLP  
Larkspur, California

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A map of the Community Facilities District in Yuba City, Texas. The district is highlighted in yellow and is bounded by the Yuba River to the north and the Texas Gulf Coast to the south. The map shows major highways including I-10, I-20, I-37, and I-40. Key cities and towns shown include Yuba City, Odessa, Big Lake, and various smaller communities like Groesbeck, Dalhart, and Amarillo. The Yuba River is shown flowing through the district, and the Texas Gulf Coast is visible to the south. The map also shows the location of the Yuba City Municipal Airport and the Yuba City Water Treatment Plant. The map is titled "Community Facilities District" and includes a scale bar indicating distances in miles.

## OFFICIAL STATEMENT

**\$1,805,000\***

**COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(IMPROVEMENT AREA A – THE ORCHARD),  
2015 SPECIAL TAX BONDS**

This Official Statement, including the cover page and appendices hereto, sets forth certain information concerning the issuance by the County of Yuba, California (the “**County**”), for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “**District**”), of its County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2015 Special Tax Bonds (the “**2015 Bonds**”).

### INTRODUCTION

#### General

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in this entire Official Statement, including the cover page and appendices hereto, and the documents summarized or otherwise described herein. A full review should be made of this entire Official Statement and such documents prior to making an investment in the 2015 Bonds. The sale and delivery of the 2015 Bonds to potential investors is made only by means of the entire Official Statement.

The 2015 Bonds are being issued under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53300 et seq. of the California Government Code) (the “**Act**”), and a Fiscal Agent Agreement, dated as of January 1, 2015 (the “**Fiscal Agent Agreement**”), between the County, for and on behalf of the District, and U.S. Bank National Association, as fiscal agent (the “**Fiscal Agent**”). Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings given to them in the Indenture. See Appendix C – Summary of the Fiscal Agent Agreement.

#### Authority for Issuance

**General.** The District was formed under the authority of the Act, which was enacted by the California Legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. The Act authorizes local governmental entities to establish community facilities districts as legally constituted governmental entities within defined boundaries, with the legislative body of the local applicable governmental entity acting on behalf of the community facilities district. Subject to approval by at least a two-thirds vote of the votes cast by the qualified electors within a community facilities district and compliance with the provisions of the Act, the legislative body may issue bonds for the community facilities district established by it and may levy and collect a special tax within such community facilities district to repay such bonds.

The Act has provisions that allow for the legislative body of a duly-formed community facilities district to designate portions of the community facilities district as improvement areas. After the designation of an improvement area, all proceedings for purposes of levying special

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\* Preliminary, subject to change.



taxes for payment of bonds issued for the improvement area apply only to the designated improvement area.

**Bond Authority.** The 2015 Bonds are authorized to be issued pursuant to the Act, Resolution No. 2014-105, adopted on October 28, 2014 by the Board of Supervisors of the County (the "**Board of Supervisors**") acting as the legislative body of the District, and the Fiscal Agent Agreement. For more detailed information about the formation of the District, the designation of Improvement Area A of the District (the "**Improvement Area**"), and the authority for issuance of the 2015 Bonds, see "THE 2015 BONDS – Authority for Issuance" and "THE IMPROVEMENT AREA – History of the Improvement Area."

### **The 2015 Bonds**

**General.** The 2015 Bonds will be issued only as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof, and will bear interest at the rates per annum and will mature on the dates and in the principal amounts set forth on the inside cover page of this Official Statement. The 2015 Bonds will be dated the date of their issuance and interest on the 2015 Bonds will be payable on March 1 and September 1 of each year, commencing March 1, 2015 (each an "**Interest Payment Date**"). The 2015 Bonds will be issued in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("**DTC**"), which will act as securities depository for the 2015 Bonds. See "THE 2015 BONDS – General Provisions."

**Redemption Prior to Maturity.** The 2015 Bonds are subject to optional redemption, mandatory redemption from Special Tax prepayments and mandatory sinking payment redemption prior to maturity. See "THE 2015 Bonds – Redemption."

### **Application of 2015 Bond Proceeds**

Proceeds of the 2015 Bonds will be used to make a deposit to the Improvement Fund, to fund a reserve fund for the 2015 Bonds, to pay interest on the 2015 Bonds through September 1, 2015, and to pay the costs of issuance of the 2015 Bonds and costs of administration incurred in connection with the District. See "PLAN OF FINANCING – Sources and Uses of Funds." The proceeds of the 2015 Bonds deposited to the Improvement Fund will be used to pay the costs of certain public infrastructure improvements (the "**Improvements**") authorized to be funded for the Improvement Area. See "PLAN OF FINANCING – Overview."

### **Security for the 2015 Bonds**

**Pledge Under the Fiscal Agent Agreement.** Pursuant to the Fiscal Agent Agreement, the 2015 Bonds are secured by a first pledge of all of the Special Tax Revenues (other than the first \$25,000 of Special Tax Revenues received by the County in each Fiscal Year, which are to be used to pay Administrative Expenses or for other authorized purposes), and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed in accordance with the Fiscal Agent Agreement, in the Special Tax Fund. See "SECURITY FOR THE 2015 BONDS – General."

The Fiscal Agent Agreement defines "**Special Tax Revenues**" as the proceeds of the Special Taxes levied on the taxable property in the Improvement Area and 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 Tax to the amount of said lien, but does not include interest and penalties, if any, collected with the Special Tax that are in excess of the rate of interest payable on the Bonds. The Special Tax Revenues (other than the first \$25,000 of Special Tax

Revenues received by the County in each Fiscal Year, which are to be used to pay Administrative Expenses or for other authorized purposes) and all moneys deposited into the funds described in the preceding paragraph are dedicated to the payment of the principal of, and interest and any premium on, the 2015 Bonds in accordance with the Fiscal Agent Agreement until all of the 2015 Bonds have been paid or defeased. See "SECURITY FOR THE 2015 Bonds – Special Taxes" and Appendix B – Rate and Method.

***Special Taxes; Rate and Method.*** The Special Taxes to be used to pay debt service on the 2015 Bonds will be levied in accordance with the Amended and Restated Rate and Method of Apportionment of Special Tax (referred to in this Official Statement as the "**Rate and Method**," and as described under the heading "THE 2015 BONDS – Authority for Issuance"). "**Special Taxes**" as defined in the Fiscal Agent Agreement, means the Special Taxes levied on the taxable property within the Improvement Area pursuant to the Act, the Rate and Method and the Fiscal Agent Agreement. See "SECURITY FOR THE 2015 BONDS – Special Taxes" and "– Summary of Rate and Method."

***Limitations.*** The first \$25,000 of Special Tax Revenues received by the County in each Fiscal Year, as well as amounts in the Administrative Expense Fund, the Improvement Fund and the Costs of Issuance Fund, each of which is established under the Fiscal Agent Agreement, are not pledged to the repayment of the 2015 Bonds. The Improvements funded with proceeds of the 2015 Bonds are not pledged to pay the debt service on the 2015 Bonds. The proceeds of condemnation or destruction of any of the Improvements are not pledged to pay the debt service on the 2015 Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to repay the 2015 Bonds are amounts held by the Fiscal Agent in the Bond Fund, the Special Tax Fund and the Reserve Fund established under the Fiscal Agent Agreement, and the proceeds, if any, from foreclosure sales of parcels within the Improvement Area in respect of delinquent Special Taxes.

### **Reserve Fund**

The Fiscal Agent Agreement establishes a Reserve Fund (the "**Reserve Fund**") as a reserve for the payment of principal of and interest on the 2015 Bonds. The Reserve Fund is required to be funded in 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**"). The Reserve Fund will be available to pay the debt service on the 2015 Bonds and any Parity Bonds in the event of a shortfall in the amount in the Bond Fund for such purpose, which Parity Bonds may be issued only for refunding purposes. The Reserve Requirement as of the date of issuance of the 2015 Bonds will be \$\_\_\_\_\_. See "SECURITY FOR THE 2015 Bonds – Reserve Fund."

### **The District and the Improvement Area**

The District was formed by the Board of Supervisors pursuant to proceedings conducted under the Act on December 6, 2005, and an election held on that date whereby the then three owners of the land in the District voted in favor of the formation of the District, the levy of a special tax on property in the District and the issuance of bonds for the District. Pursuant to further proceedings conducted under the Act, on August 8, 2007, the Board of Supervisors designated three improvement areas with the District, including the Improvement Area. On January 15, 2008, the then owners of land in the Improvement Area approved the Rate and Method which specifies the manner in which the Special Taxes will be levied on property in the District. See "THE IMPROVEMENT AREA – History of Improvement Area." The Improvement Area includes approximately 68 acres located in the unincorporated area of the County in a subdivision known as The Orchard (the "**Development**"). Of the property in the

Development, approximately 43.6 acres are the subject of final tract maps (the “**Improved Property**”) subdividing that property into 199 separate assessor’s parcels, and approximately 24.3 acres consist of undeveloped property (the “**Unimproved Property**”) which is the subject of a tentative tract map that provides for 102 separate lots. In addition, there are 4 assessor’s parcels designated for commercial development that are exempt from the levy of Special Taxes (the “**Exempt Property**”).

The land in the Improvement Area, other than the 4 parcels of Exempt Property, is being developed by John Mourier Construction, Inc., a California corporation (the “**Developer**”). See “THE IMPROVEMENT AREA – History of the Improvement Area,” and “– The Developer.” As of December 1, 2014, 100 of the parcels of the Improved Property have been improved with single family detached homes that have been sold to homeowners, 13 of the parcels have been improved with single family detached homes that are owned by the Developer (4 of which are model homes for the Development), homes are under construction by the Developer on 13 parcels that are owned by the Developer (3 of which are intended to be additional model homes for the Development), and 73 of the parcels are in a finished lot condition and are owned by the Developer. The 102 lots of Unimproved Property are in an unimproved condition, and currently consist of one assessor’s parcel subject to a tentative tract map. The scheduled annual debt service on the 2015 Bonds plus the \$25,000 annual priority administration expense is less than the maximum annual Special Tax levy on the 199 parcels of Improved Property, assuming no delinquency in the payment of the annual Special Tax levy and that all such parcels are improved with single family homes so that they are Single Family Residential Property under the Rate and Method. See “SECURITY FOR THE 2015 BONDS – Summary of Rate and Method” and “THE IMPROVEMENT AREA – Projected Debt Service Coverage.”

The land and improvements comprising the property subject to the levy of Special Taxes in the Improvement Area were valued by the Yuba County Assessor for ad valorem property tax purposes on the 2014-15 secured property tax roll at an aggregate of \$23,509,415. Based on the County’s Fiscal Year 2014-15 property valuation, 110 of the 199 parcels of Improved Property in the Improvement Area have assessed value to estimated share of 2015 Bond principal ratios in excess of 10:1. See “THE IMPROVEMENT AREA – Value-to-Burden Ratio.”

The value of individual parcels vary significantly. In addition, County assessed values may not reflect current market values. No recent independent appraisal of the property subject to the levy of Special Taxes has been conducted in connection with the 2015 Bonds, and no assurance can be given that should Special Taxes levied on one or more of the parcels become delinquent, and should the delinquent parcels be offered for sale at a judicial foreclosure sale, that any bid would be received for the property or, if a bid is received, that such bid would be sufficient to pay such parcel’s delinquent Special Taxes. See “SPECIAL RISK FACTORS – Property Value” and “SPECIAL RISK FACTORS – Insufficiency of Special Taxes.”

### **Limited Obligation**

Although the unpaid Special Taxes constitute liens on parcels within the Improvement Area on which they are levied, they do not constitute a personal indebtedness of the property owners. There is no assurance that the Developer or any homeowners will be financially able to pay the Special Taxes levied on their property in the Improvement Area, or that they will pay the Special Taxes even though financially able to do so.

NEITHER THE FAITH AND CREDIT NOR ANY TAXING POWER OF THE COUNTY OF YUBA, OR THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE 2015 BONDS. THE 2015 BONDS ARE NOT GENERAL OBLIGATIONS OF THE COUNTY, BUT ARE LIMITED OBLIGATIONS OF THE COUNTY FOR THE DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAX REVENUES

DERIVED FROM SPECIAL TAXES LEVIED ON PROPERTY IN THE IMPROVEMENT AREA, AND FROM AMOUNTS IN CERTAIN FUNDS ESTABLISHED UNDER THE FISCAL AGENT AGREEMENT, AS MORE FULLY DESCRIBED HEREIN.

### **Issuance of Additional Bonds**

The County may issue additional bonded indebtedness for the District that is secured by a pledge of and lien on the Special Tax Revenues and on the funds pledged under the Fiscal Agent Agreement for the payment of the 2015 Bonds on a parity with the 2015 Bonds ("**Parity Bonds**"), but only for the purpose of refunding the 2015 Bonds or any outstanding Parity Bonds. See "SECURITY FOR THE 2015 Bonds – Issuance of Additional Bonds." When used in this Official Statement, the term "**Bonds**" means the 2015 Bonds and any Parity Bonds that may be issued in the future under the Fiscal Agent Agreement.

### **Bondowners' Risks**

Certain events could affect the ability of the County to pay the principal of and interest on the 2015 Bonds when due. Except for the Special Tax, no other taxes are pledged to the payment of the 2015 Bonds. See "SPECIAL RISK FACTORS" for a discussion of certain factors that should be considered in evaluating an investment in the 2015 Bonds. The purchase of the 2015 Bonds involves significant risks, and the 2015 Bonds are not appropriate investments for all types of investors.

### **Continuing Disclosure**

The County and the Developer each have agreed to provide, or cause to be provided, to the Electronic Municipal Market Access ("EMMA") maintained by the Municipal Securities Rulemaking Board certain annual financial and other information. The County and the Developer each have further agreed to provide notice of certain enumerated events, and the Developer has agreed to provide mid-year reports with certain limited information. The Developer's annual, mid-year and enumerated event reporting obligations will terminate if and when [the Developer owns parcels in the Improvement Area that are subject to less than twenty percent (20%) of the annual Special Tax levy]. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**"). See "CONTINUING DISCLOSURE" and Appendix E for a description of the specific nature of the annual reports and notices of significant events, as well as the terms of the Continuing Disclosure Agreements pursuant to which such reports and notices are to be made.

### **Other Information**

This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change without notice. Except where otherwise indicated, all information contained in this Official Statement has been provided by the County on behalf of the District.

Copies of the Fiscal Agent Agreement and certain other documents referenced in this Official Statement are available for inspection at the office of, and (upon written request and payment to the County of a charge for copying, mailing and handling) are available for delivery from, the Clerk of the Board of Supervisors, County of Yuba, 915 8<sup>th</sup> Street, Marysville, California 95901.

## PLAN OF FINANCING

### Overview

The County, for and on behalf of the District, entered into an Acquisition Agreement in April, 2008 (as amended, the "**Acquisition Agreement**"), with the Developer pursuant to which the County agreed to use proceeds of bonds issued for the District and payable from Special Taxes levied on property in the Improvement Area to pay the costs of specified public infrastructure improvements (referred to in this Official Statement as the "Improvements") the construction of which was necessitated by development occurring in the District. The financing plan anticipates that a single series of "new money" Bonds (being the 2015 Bonds) will be issued to finance costs of some of the Improvements as contemplated by the Acquisition Agreement. The costs of Improvements not funded with proceeds of the 2015 Bonds have been paid for by the Developer, and neither the County nor the District has any obligation to reimburse any of such costs. All of the Improvements have been completed; however additional infrastructure improvements are needed to develop the 102 lots of Unimproved Property in the Improvement Area. See "THE IMPROVEMENT AREA – Location and Description of the Improvement Area."

In accordance with the Acquisition Agreement, proceeds of the 2015 Bonds deposited to the Improvement Fund will be used to make payments to the Developer for costs of the Improvements, all of which have been fully completed. See "PLAN OF FINANCING – Sources and Uses of Funds." While the Fiscal Agent Agreement does allow for the issuance of Parity Bonds secured on a parity with the 2015 Bonds, Parity Bonds may only be issued to refund previously issued Bonds. See "SECURITY FOR THE BONDS – Issuance of Additional Bonds."

The Special Tax is to be imposed on the property within the Improvement Area pursuant to the Rate and Method at a maximum rate of \$825.00 per developed parcel per year, which if levied at such maximum rate on the 199 parcels of Improved Property is projected to be sufficient to pay the interest on, and principal of and mandatory sinking fund account payments for, the 2015 Bonds as they become due and payable, and to pay the \$25,000 of priority annual Administrative Expenses, all in accordance with the provisions in the Fiscal Agent Agreement. See "SECURITY FOR THE 2015 BONDS – Special Taxes," and "– Summary of Rate and Method." See also "THE IMPROVEMENT AREA – Projected Debt Service Coverage."

## Sources and Uses of Funds

The sources and uses of funds in connection with the 2015 Bonds are as follows:

Principal of 2015 Bonds	\$
Plus: Original Issue Premium	
Less: Underwriter's Discount	
Total Sources	\$
Deposit to Improvement Fund <sup>(1)</sup>	\$
Deposit to Reserve Fund <sup>(2)</sup>	
Deposit to Capitalized Interest Account of the Bond Fund <sup>(3)</sup>	
Deposit to Costs of Issuance Fund <sup>(4)</sup>	
Deposit to Administrative Expense Fund <sup>(5)</sup>	
Total Uses	\$

(1) See "PLAN OF FINANCING – Overview."

(2) An amount equal to the initial Reserve Requirement. See "SECURITY FOR THE 2015 BONDS – Reserve Fund."

(3) To be used to pay interest on the 2015 Bonds through September 1, 2015.

(4) To be used to pay Costs of Issuance, including fees and expenses of Bond and Disclosure Counsel, the Financial Advisor, the Special Tax Consultant, the Fiscal Agent and the County, printing expenses and other costs related to the issuance of the 2015 Bonds.

(5) To be used to pay Administrative Expenses of the County related to the Improvement Area incurred and payable prior to the receipt of the proceeds of the first Special Tax levy in the Improvement Area.

## THE 2015 BONDS

### Authority for Issuance

Pursuant to the Act, on November 8, 2005, the Board of Supervisors adopted Resolution No. 2005-271 establishing the District. On August 28, 2007, the Board of Supervisors adopted Resolution No. 2007-120 designating three improvement areas in the District, including the Improvement Area, and on January 15, 2008, the Board of Supervisors adopted Resolution No. 2008-08, after the conduct of an election by the then owners of the property in the Improvement Area, pursuant to which the County is authorized to incur up to \$6,000,000 of bonded indebtedness payable from the levy of Special Taxes on property in the Improvement Area, and approved the Amended and Restated Rate and Method of Apportionment of Special Tax for the Improvement Area (referred to in this Official Statement as the "Rate and Method"), a copy of which is attached to this Official Statement as Appendix B. See "THE IMPROVEMENT AREA – History of the Improvement Area."

The 2015 Bonds are authorized to be issued pursuant to the Act, Resolution No. 2014-105 adopted on October 28, 2014, by the Board of Supervisors, acting as the legislative body of the District, and the Fiscal Agent Agreement. The Special Tax to be used to pay debt service on the 2015 Bonds will be levied on taxable property in the Improvement Area in accordance with the Rate and Method.

### General Provisions

The 2015 Bonds will be issued only as fully registered bonds, in the denomination of \$5,000 or any integral multiple thereof, and will bear interest at the rates per annum and will mature on the dates set forth on the inside cover page of this Official Statement. The 2015 Bonds will be dated the date of their issuance and interest on the 2015 Bonds will be payable on each Interest Payment Date, commencing March 1, 2015.

Each 2015 Bond will 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 will bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2015, in which event it will bear interest from the date of issuance of the 2015 Bonds; provided, however, that if, as of the date of authentication of any 2015 Bond, interest thereon is in default, such 2015 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. The term “**Record Date**” is defined in the Fiscal Agent Agreement as the fifteenth (15<sup>th</sup>) day of the month next preceding the month of the applicable Interest Payment Date, whether or not such fifteenth (15<sup>th</sup>) day is a Business Day.

The 2015 Bonds will be payable both as to principal and interest, and as to any applicable premium upon the redemption thereof, in lawful money of the United States of America. The principal of the 2015 Bonds and any premium due upon the redemption thereof will be payable by check of the Fiscal Agent upon presentation and surrender of the applicable 2015 Bonds at the Principal Office of the Fiscal Agent. Interest on the 2015 Bonds will be computed using a year of 360 days comprised of twelve 30-day months.

The 2015 Bonds will be issued in book-entry form only and, when delivered, will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the 2015 Bonds. Individual purchases of the 2015 Bonds will be made in book-entry form only. Purchasers of the 2015 Bonds will not receive physical certificates representing their ownership interests in the 2015 Bonds purchased. Principal and interest payments represented by the 2015 Bonds are payable directly to DTC by the Fiscal Agent. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the 2015 Bonds. See Appendix F – DTC and the Book-Entry Only System. **So long as the 2015 Bonds are registered in the name of Cede & Co., as nominee of DTC, references in this Official Statement to the owners shall mean Cede & Co., and shall not mean the purchasers or Beneficial Owners of the 2015 Bonds.**

## Redemption

**Optional Redemption.** The 2015 Bonds maturing on and after September 1, \_\_\_\_ are subject to optional redemption prior to their stated maturity on any 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 2015 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

**Mandatory Sinking Payment Redemption.** The 2015 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 amounts in the foregoing table shall be reduced as a result of any prior partial redemption of the 2015 Bonds maturing on September 1, \_\_\_\_ pursuant to the optional



redemption or redemption from special tax prepayments provisions of the Fiscal Agent Agreement, in the manner provided in the Fiscal Agent Agreement and as specified in writing by the Treasurer to the Fiscal Agent.

***Mandatory Redemption From Special Tax Prepayments.*** The 2015 Bonds are subject to mandatory redemption prior to their stated maturity on any Interest Payment Date, from the proceeds of Special Tax Prepayments and corresponding transfers of funds from the Reserve Fund (as described below under "SECURITY FOR THE 2015 Bonds – Reserve Fund"), as a whole or in part by lot and allocated among maturities of the 2015 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 2015 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	

***Purchase of 2015 Bonds In Lieu of Redemption.*** In lieu of redemption as described above, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2015 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase prior to the selection of 2015 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 2015 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

***Selection of 2015 Bonds for Redemption.*** Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2015 Bonds or any given portion thereof pursuant to the optional redemption provisions of the Fiscal Agent Agreement, the Fiscal Agent shall select the 2015 Bonds to be redeemed, from all 2015 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 the Fiscal Agent Agreement for the redemption of less than all of the 2015 Bonds pursuant to the Special Tax Prepayment provisions of the Fiscal Agent Agreement, the Fiscal Agent will select the 2015 Bonds to be redeemed, from among the maturities of the 2015 Bonds or such given portion thereof not previously redeemed, 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 2015 Bonds to be redeemed, all 2015 Bonds shall be deemed to be comprised of separate \$5,000 portions, and such portions shall be treated as separate 2015 Bonds that may be separately redeemed.

***Notice of Redemption.*** The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2015 Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2015 Bonds. The redemption notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2015 Bonds are to be called for redemption, will designate the CUSIP numbers and 2015 Bond numbers of the 2015 Bonds to be



redeemed by giving the individual CUSIP number and 2015 Bond number of each 2015 Bond to be redeemed or will state that all 2015 Bonds between two stated 2015 Bond numbers, both inclusive, are to be redeemed or that all of the 2015 Bonds of one or more maturities have been called for redemption, will state as to any 2015 Bond called in part the principal amount thereof to be redeemed, and will require that such 2015 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2015 Bonds will not accrue after the redemption date.

Notwithstanding the foregoing, any notice of redemption in connection with an optional redemption or redemption from Special Tax Prepayments may state that the redemption is conditioned upon receipt by the Fiscal Agent of sufficient moneys to redeem the 2015 Bonds on the anticipated redemption date, and that the redemption will not occur if by no later than the scheduled redemption date sufficient moneys to redeem the 2015 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 2015 Bonds to be redeemed, the Fiscal Agent will send written notice to the owners of the 2015 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 2015 Bonds for which notice of redemption was given will remain Outstanding for all purposes of the Fiscal Agent Agreement.

***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 2015 Bonds so called for redemption have been deposited in the Bond Fund, such 2015 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

***Tender of 2015 Bonds in Payment of Special Taxes.*** The County has covenanted in the Fiscal Agent Agreement not to permit the tender of 2015 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 or and interest on the 2015 Bonds that will remain Outstanding following such tender.

### **Transfer or Exchange of 2015 Bonds**

So long as the 2015 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2015 Bonds shall be made in accordance with DTC procedures. See Appendix F – “DTC and the Book-Entry Only System.” If the book-entry only system for the 2015 Bonds is ever discontinued, any 2015 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2015 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2015 Bond or 2015 Bonds are surrendered for transfer or exchange, the County will execute and the Fiscal Agent will authenticate and deliver a new 2015 Bond or 2015 Bonds, for a like aggregate principal amount of 2015 Bonds of authorized denominations and of the same maturity. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of 2015 Bonds will be required to be made (i) within the 15 days prior to the date designated by the Fiscal Agent as the date for selecting 2015 Bonds for redemption, or (ii) with respect to any 2015 Bond after such 2015 Bond has been selected for redemption.

### **Discontinuance of DTC Services**

DTC may determine to discontinue providing its services with respect to the 2015 Bonds at any time by giving written notice to the Fiscal Agent during any time that the 2015 Bonds are Outstanding, and discharging its responsibilities with respect to the 2015 Bonds under applicable law. The County may terminate the services of DTC with respect to the 2015 Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the 2015 Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners. The County will mail any such notice of termination to the Fiscal Agent.

Upon the termination of the services of DTC as described in the previous paragraph, and if no substitute Depository willing to undertake the functions 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 2015 Bonds that they obtain certificated Bonds, the 2015 Bonds will 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 designate at that time, in accordance with the Fiscal Agent Agreement.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, the 2015 Bonds will be delivered to such Beneficial Owners as soon as practicable in accordance with the Fiscal Agent Agreement.

### Scheduled Debt Service

The table below sets forth the scheduled annual debt service payments on the 2015 Bonds, assuming no optional redemption or mandatory redemption from prepayments of Special Taxes of the 2015 Bonds.

<u>Year Ending September 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2015	\$	\$ (1)	\$
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
Totals			

(1) Interest on the 2015 Bonds due on March 1, 2015 and September 1, 2015 is to be paid from amounts in the Capitalized Interest Account of the Bond Fund.

(2) Indicates a scheduled mandatory sinking payment redemption. See "THE 2015 BONDS – Redemption – Mandatory Sinking Payment Redemption."

### SECURITY FOR THE 2015 BONDS

#### General

Pursuant to the Fiscal Agent Agreement, the 2015 Bonds are secured by a first pledge of all of the Special Tax Revenues (other than the first \$25,000 of Special Tax Revenues received by the County in each Fiscal Year, which are to be retained by the County to be used to pay Administrative Expenses or for other lawful purposes of the District under the Act), and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed in accordance with the Fiscal Agent Agreement, the Special Tax Fund. Special Tax Revenues do not include interest and penalties on foreclosure of the lien of Special Taxes in excess of the rate of interest payable on the 2015 Bonds. The Special Tax Revenues and all moneys deposited into said funds (except

as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, and interest and any premium on, the 2015 Bonds in accordance with the Fiscal Agent Agreement until all of the 2015 Bonds have been paid or defeased.

Amounts in the Improvement Fund, the Administrative Expense Fund and the Costs of Issuance Fund, and the first \$25,000 of Special Tax Revenues received by the County in each Fiscal Year, are not pledged to the repayment of the 2015 Bonds. The Improvements are not pledged to pay the debt service on the 2015 Bonds. The proceeds of condemnation or destruction of any of the Improvements are not pledged to pay the Debt Service on the 2015 Bonds.

### **Limited Obligation**

The 2015 Bonds are limited obligations of the County on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues (other than the first \$25,000 of Special Tax Revenues received by the County in each Fiscal Year, which are to be used to pay Administrative Expenses or for other lawful purposes of the District under the Act), and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created pursuant to the Fiscal Agent Agreement.

In the event that the Special Taxes are not paid when due, the only sources of funds available to repay the 2015 Bonds are amounts held by the Fiscal Agent under the Fiscal Agent Agreement in the Bond Fund, the Special Tax Fund and the Reserve Fund, and the proceeds, if any, from foreclosure sales of parcels with delinquent Special Tax levies.

### **Special Taxes**

The Rate and Method that was approved in accordance with the provisions of the Act in 2008 by the then owners of the land in the Improvement Area is set forth in its entirety in Appendix B. See "THE IMPROVEMENT AREA – History of the Improvement Area." The Rate and Method provides for the levy of a "**Special Tax**" in order to fund the annual "**Special Tax Requirement**," which includes the amounts needed to pay the debt service on the Bonds, to pay costs of administering the Bonds and the Improvement Area, and to replenish any draws on the Reserve Fund. See "SECURITY FOR THE 2015 BONDS – Summary of Rate and Method."

Under the Fiscal Agent Agreement, the County is obligated to fix and levy the amount of Special Taxes within the Improvement Area required for the timely payment of principal of and interest on the outstanding 2015 Bonds becoming due and payable, including any necessary replenishment of the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses, taking into account any prepayments of Special Taxes previously received by the County. The Special Tax will be levied on each parcel of Single Family Residential Property (as defined in the Rate and Method) at a maximum rate of \$825.00 per parcel per year. See "SECURITY FOR THE 2015 BONDS – Summary of Rate and Method."

The Special Taxes are payable and are collected in the same manner, at the same time and in the same installment as the County ad valorem taxes on property levied on the secured tax roll are payable, and pursuant to the Act 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 taxes levied on the tax roll; provided, however, that the Special Taxes may be collected at a different time or in a different manner if necessary to meet the Improvement Area's financial obligations.

Although the Special Taxes will constitute a lien on taxed parcels within the Improvement Area, they do not constitute a personal indebtedness of the owners of the

property within the Improvement Area. Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of the Special Tax on a parcel of Taxable Property, the County may order the institution of a superior court action to foreclose the lien on the parcel of Taxable Property within specified time limits. In such an action, the real property subject to the unpaid amount of the Special Tax lien may be sold at judicial foreclosure sale. The Act provides that the Special Taxes are secured by a continuing lien which is subject to the same lien priority in the case of delinquency as *ad valorem* property taxes. See "SECURITY FOR THE 2015 BONDS – Summary of Rate and Method," and "– Covenant for Superior Court Foreclosure" and "SPECIAL RISK FACTORS – Parity Taxes and Special Assessments."

Other liens for taxes and assessments already exist on the property located within the Improvement Area and others could come into existence in the future. See "SPECIAL RISK FACTORS – Parity Taxes and Special Assessments." There is no assurance that any owner of a parcel subject to the Special Tax levy will be financially able to pay the annual Special Taxes or that it will pay such taxes even if financially able to do so. See "SPECIAL RISK FACTORS – Payment of the Special Tax is not a Personal Obligation."

### **Special Tax Fund**

***Deposit of Special Tax Revenues.*** The County is obligated by the Fiscal Agent Agreement to 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 in the Special Tax Fund established under the Fiscal Agent Agreement.

Notwithstanding the foregoing,

(i) with respect to the first \$25,000 of Special Tax Revenues collected by the County in any Fiscal Year, the County shall retain such amount, and not remit the same to the Fiscal Agent, and the County shall use such amount to pay Administrative Expenses or for any other lawful purpose under the Act consistent with the Rate and Method, as determined from time to time by the Treasurer;

(ii) any Special Tax Revenues constituting the collection of delinquencies in payment of Special Taxes will be separately identified by the County and will be disposed of by the Fiscal Agent first, in the Bond Fund to pay any past due debt service on the Bonds; second, in the Reserve Fund to the extent needed to increase the amount then on deposit in the Reserve Fund to the then Reserve Requirement; and third, to be held in the Special Tax Fund and used for its purposes; and

(iii) any proceeds of Special Tax Prepayments will be separately identified by the County and will be deposited by the Fiscal Agent in the Special Tax Prepayments Account and used to redeem Bonds.

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

***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 will 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 under the Fiscal Agent Agreement from the Reserve Fund, the Special Tax Fund and the Escrow Fund to the Bond Fund, such that the amount in the Bond Fund equals the principal (including any mandatory 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.

#### **Summary of Rate and Method**

The Rate and Method is used to allocate the amount of the Special Tax that is needed to be collected each Fiscal Year to fund the Special Tax Requirement among the taxable parcels within the Improvement Area based upon the development status of the parcels. The Rate and Method is set forth in full in Appendix B and the following is a summary of the Rate and Method.

The Rate and Method classifies all Taxable Property, i.e., all assessor's parcels in the Improvement Area not exempt from the Special Tax pursuant to law or the Rate and Method, into three categories: Developed Property, Excess Public Property (none of which is expected in the Improvement Area), and Undeveloped Property. The Rate and Method then classifies Developed Property into Commercial Property (the first 3.44 acres of which is exempt from the Special Tax levy, so that no Special Tax levy on Commercial Property in the Improvement Area is expected), Other Property (none of which is expected in the Improvement Area), and Single Family Residential Property which includes parcels for which a building permit for a home has been issued on or prior to June 30 of the Fiscal Year preceding the Fiscal Year of the levy. The Improvement Area, as of December 1, 2014, includes 126 parcels of Single Family Residential Property and approximately 32.4 acres of Undeveloped Property. It is anticipated that, upon completion of construction of all the planned homes for the Improvement Area (see "THE IMPROVEMENT AREA – Land Ownership and Expected Special Tax Levy"), there will be 301 parcels of Single Family Residential Property and no Undeveloped Property or other property subject to the Special Tax Levy.

On October 7, 2014, the Board of Supervisors adopted Resolution No. 2014-97 pursuant to which it irrevocably and forever directed the Maximum Special Tax that may be levied under the Rate and Method be reduced to \$825.00 per home per year, that the first year that the Special Tax be levied on property in the Improvement Area be fiscal year 2015-16 and that in no event shall a Special Tax be levied after Fiscal Year 2040-41. As a consequence of the foregoing, if all of the taxable property in the Improvement Area includes only the 199 lots of Improved

Property and all such lots have been improved with single family homes as projected by the Developer, the then maximum Special Tax that may be levied in any Fiscal Year will be \$164,175. If all of the 199 lots of Improved Property and all of the proposed 102 lots of Unimproved Property are improved with single family homes, the then maximum Special Tax that may be levied in any Fiscal Year will increase to \$248,325. No assurance can be given as to when or if the Unimproved Property will be developed. The Rate and Method also specifies that under no circumstances may the Special Tax on a parcel with a home be increased by more than ten percent (10%) as a consequence of delinquency or default in payment of the Special Tax levied on any other parcel or parcels in the Improvement Area. The Rate and Method sets forth a maximum Special Tax on Undeveloped Property of \$11,196 per acre. The Rate and Method also contains provisions for a Back-up Special Tax, but those provisions are not expected to apply to the Improvement Area due to the lot count in the Improvement Area being equal to what was anticipated when the Rate and Method was approved in 2008.

Each Fiscal Year, commencing with the Special Tax levy for Fiscal Year 2015-16, the person or firm designated by the County to administer the Special Tax will determine the Special Tax Requirement, which is defined in the Rate and Method as the amount necessary in any Fiscal Year for the Improvement Area to (i) pay principal and interest on the Bonds, (ii) create and/or replenish reserve funds for the Bonds; (iii) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes within the Improvement Area, are expected to occur in the Fiscal Year in which the tax will be collected; (iv) pay Administrative Expenses; and (v) pay directly for facilities authorized to be funded by the Improvement Area. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to be applied against debt service pursuant to the Fiscal Agent Agreement; (b) proceeds received by the District from the collection of penalties associated with delinquent Special Taxes in the Improvement Area; and (c) any other revenues available to pay debt service on the Bonds as determined by the District Administrator. The County does not expect to include an amount in the annual Special Tax Requirement to pay directly for any facilities authorized to be funded by the Improvement Area.

The County will levy the Special Tax in four steps, in the following order, until the amount of the levy equals the amount needed to be collected to satisfy the Special Tax Requirement:

First: the Special Tax is levied proportionately on each assessor's parcel of Developed Property at up to 100% of the applicable Maximum Special Tax (being \$825.00 per year per home for Single Family Residential Property);

Second: if additional moneys are needed, the Special Tax is levied proportionately on each assessor's parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: if additional moneys are needed, the Special Tax is levied proportionately on each assessor's parcel of Excess Commercial Property (the first 3.44 acres of which is exempt from the Special Tax levy, so that no Special Tax levy on Commercial Property in the Improvement Area is expected) at up to 100% of the Maximum Special Tax for Undeveloped Property; and

Fourth: if additional moneys are needed, then the Special Tax is levied proportionately on each assessor's parcel of Excess Public Property (none of which is



expected in the Improvement Area) at up to the Maximum Special Tax for Undeveloped Property.

The term "proportionately" as used in the above steps means, for Single Family Residential Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Single Family Residential Property within the Improvement Area. For Undeveloped Property, "proportionately" means that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within the Improvement Area.

As previously stated, as of December 1, 2014, there were 126 parcels of Single Family Residential Property in the District, and 32.4 acres of Undeveloped Property subject to the levy of the Special Tax. The Undeveloped Property that is Improved Property is expected to be classified into an additional 73 parcels of Single Family Residential Property as these lots are developed and building permits are issued by the County for such lots. The Undeveloped Property that is Unimproved Property could be developed into an additional 102 parcels of Single Family Residential Property, however no assurance can be given as to when or if the Undeveloped Property will be developed. See "THE IMPROVEMENT AREA – Land Ownership and Expected Special Tax Levy."

The Special Tax obligation applicable to a parcel within the Improvement Area may be prepaid and the obligation to pay any Special Tax for such parcel may be fully or partially satisfied as described in the Rate and Method. No prepayments of the Special Tax have occurred in the Improvement Area, however no assurance can be given that prepayments of the Special Tax will not occur in the future, as the first Special Tax levy will occur in Fiscal Year 2015-16. Prepayments of the Special Tax will result in a mandatory redemption of the 2015 Bonds. See "THE 2015 BONDS – Redemption – Mandatory Redemption From Special Tax Prepayments."

### **Reserve Fund**

The Fiscal Agent Agreement establishes a debt service reserve fund (the "**Reserve Fund**") as a separate fund to be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds (which include the 2015 Bonds and any Parity Bonds), as a reserve for the payment of principal of, and interest and any premium on, the Bonds and moneys in the Reserve Fund are subject to a lien in favor of the Owners of the Bonds. The Reserve Fund is required by the Fiscal Agent Agreement to be funded in an amount equal to the Reserve Requirement which amount is, as of any date of calculation, an amount equal to the least of (i) the then Maximum Annual Debt Service on the Bonds, (ii) one hundred twenty-five percent (125%) of the then average Annual Debt Service on the Bonds, or (iii) ten percent (10%) of the initial principal amount of the Bonds. The Reserve Requirement as of the date of issuance of the 2015 Bonds will be \$\_\_\_\_\_.

Except as otherwise provided in the Fiscal Agent Agreement (with respect to the use of moneys in the Reserve Fund (i) in connection with the redemption of Bonds with proceeds of Special Tax Prepayments and other redemptions, (ii) for the payment of any rebate liability due to the federal government, and (iii) the use of excess moneys in the Reserve Fund to pay debt service on the Bonds), all amounts deposited in the Reserve Fund will 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. See Appendix C – Summary of Fiscal Agent Agreement.



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 will 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 of all of the Outstanding Bonds. In the event that the amount 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 will be transferred to the County to be used for any lawful purpose under the Act. Notwithstanding the foregoing, no amounts will be transferred from the Reserve Fund until after (i) amounts in the Reserve Fund are withdrawn, at the written request of the Treasurer, for purposes of making payment to the federal government in accordance with the Fiscal Agent Agreement following payment of the Bonds, and (ii) payment of any fees and expenses due to the Fiscal Agent. See Appendix C – Summary of Fiscal Agent Agreement.

### **Covenant for Superior Court Foreclosure**

***Foreclosure Under the Act.*** Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of the Special Tax on the taxed parcel, the County may order the institution of a superior court action to foreclose the lien on the taxed parcel within specified time limits. In such an action, the real property subject to the unpaid amount of the Special Tax lien may be sold at judicial foreclosure sale.

***County Foreclosure Covenant.*** Judicial foreclosure proceedings in the event of delinquent Special Taxes are not mandatory. However, the County has covenanted in the Fiscal Agent Agreement for the benefit of the Bondowners 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 District, 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 under the Fiscal Agent Agreement, the County is not 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, or (b) the amount then on deposit in the Reserve Fund is equal to the Reserve Requirement. If both of the preceding clauses 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 \$2,000 (including penalties and interest) in the payment of the Special Tax. No assurance can be given as to the time necessary to complete any foreclosure sale or that any foreclosure sale will be successful. The County is not required to be a bidder at any foreclosure sale.

In a foreclosure proceeding the County is entitled to recover penalties and interest on the delinquent Special Taxes through the date that an order of sale is entered. However, under the Fiscal Agent Agreement, the Special Taxes pledged to the payment of the 2015 Bonds does not include any such penalties and interest collected by the County that are in excess of the rate of interest payable on the 2015 Bonds. Also it should be noted that prompt commencement of foreclosure proceedings may not, in and of itself, result in a timely or complete payment of delinquent Special Taxes.

***Sufficiency of Foreclosure Sale Proceeds; Foreclosure Limitations and Delays.*** No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. Due to the \$825.00 maximum annual Special Tax rate for each Single Family Residential Property in the Improvement Area, the Rate and Method is designed to generate

each Fiscal Year from all of the taxable property within the Improvement Area (expected to be 199 taxable parcels of Single Family Residential Property at build-out of the Improved Property), not more than the \$25,000 of priority administrative expenses and up to 110% of the scheduled debt service on the 2015 Bonds. See "THE IMPROVEMENT AREA – Projected Debt Service Coverage." However, if foreclosure proceedings are necessary, and the Reserve Fund has been depleted, there could be a delay in payments to owners of the 2015 Bonds pending prosecution of the foreclosure proceedings and receipt by the County of the proceeds of the foreclosure sale.

The ability of the County to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the obligee in the event the property is owned by or in receivership of a Federal agency. See "SPECIAL RISK FACTORS – Property Interests of Government Agencies; Federal Deposit Insurance Corporation."

No assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. If a judgment of foreclosure and order of sale is obtained, the judgment creditor (the County for the Improvement Area) must cause a Notice of Levy to be issued. Under current law, a judgment debtor (property owner) has 120 days from the date of service of the Notice of Levy in which to redeem the property to be sold, which period may be shortened to 20 days for parcels other than those on which a dwelling unit for not more than four persons is located. If a judgment debtor fails to redeem and the property is sold, his only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action, a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (Section 701.680 of the California Code of Civil Procedure). The constitutionality of the aforementioned legislation, which repeals the former one-year redemption period, has not been tested; and there can be no assurance that, if tested, such legislation will be upheld.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the County, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the County could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the County becomes the purchaser under a credit bid, the County must pay the amount of its credit bid into the Bond Fund, but this payment may be made up to 24 months after the date of the foreclosure sale. Neither the Act nor the Fiscal Agent Agreement requires the County to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale, and the County has no intent to be such a purchaser.

The County will levy the Special Tax to pay the current year's debt service and related administrative expenses and to replenish the Reserve Fund to the Reserve Requirement, subject to the Maximum Special Tax rates under the Rate and Method. However, if superior court foreclosure proceedings are necessary to collect delinquent Special Taxes, and if the Reserve Fund is depleted, there could be a delay in payments of principal of and interest on the 2015 Bonds pending prosecution of the foreclosure proceedings and receipt by the County of the proceeds of the foreclosure sale. See "SPECIAL RISK FACTORS – Bankruptcy and Foreclosure Delays" and "– Insufficiency of Special Tax Revenues."

## **No Teeter Plan**

Collection of the Special Taxes is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," as provided for in Section 4701 et seq. of the California Revenue and Taxation Code (known as the "Teeter Plan"). Accordingly, collections of Special Taxes will reflect actual delinquencies, if any.

## **Investment of Moneys**

Except as otherwise provided in the Fiscal Agent Agreement, all moneys in any of the funds or accounts established pursuant to the Fiscal Agent Agreement will be invested by the Fiscal Agent solely in Permitted Investments, as directed by the County. See Appendix C – Summary of the Fiscal Agent Agreement for a definition of "**Permitted Investments**" and for additional provisions regarding the investment of funds held under the Fiscal Agent Agreement.

## **Issuance of Additional Bonds**

**Parity Bonds.** The Fiscal Agent Agreement does not authorize the County to issue any additional "new money" bonds for the Improvement Area on a parity with the 2015 Bonds, but it does authorize the County to issue one or more series of "**Refunding Bonds**." The Fiscal Agent Agreement defines Refunding Bonds as 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.

Subject to meeting the additional conditions summarized below, Refunding Bonds will be "**Parity Bonds**" that will be secured by a lien on the Special Tax Revenues and funds pledged for the payment of the Bonds under the Fiscal Agent Agreement on a parity with all other Bonds Outstanding under the Fiscal Agreement; the Fiscal Agent Agreement defines "**Bonds**" as the 2015 Bonds and any Parity Bonds.

The County may issue the Parity Bonds subject to the following specific conditions precedent, among others set forth in the Fiscal Agent Agreement:

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

(B) *Payment Dates.* The interest on the Parity Bonds must be payable on March 1 and September 1, and principal of the Parity Bonds must be payable on September 1 in any year in which principal is payable (provided that there is no requirement that any Parity Bonds pay interest on a current basis).

(C) *Reserve Fund Deposit.* There must be 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 must certify to the Fiscal Agent that the conditions for the issuance of Parity Bonds in the Fiscal Agent Agreement have been met.

**Subordinate Bonds.** Nothing in the provisions described above will prohibit the County from issuing bonds or otherwise incurring debt secured by a pledge of Special Tax Revenues subordinate to the pledge of such Special Tax Revenues under the Fiscal Agent Agreement.

## THE IMPROVEMENT AREA

### Location and Description of the Improvement Area

The Improvement Area, one of the three improvement areas designated within the District (see "THE IMPROVEMENT AREA – History of the Improvement Area" below), is located within the community of Linda, in an unincorporated area of the County, and is 1 mile East of State Highway 70, North of Erle Road, West of Griffith Avenue and South of Linda Avenue. See page -vii- of this Official Statement for a map indicating the general location of the District in which the Improvement Area is located. The Improvement Area includes approximately 67.9 acres that are intended to, at build-out, be improved with detached single family homes on 301 separate County assessor's parcels, in a residential subdivision known as The Orchard (referred to in this Official Statement as the "Development"). One of the other two improvement areas, adjacent to the Improvement Area, is currently being developed as a residential subdivision intended to include a total of 231 single family homes (as of October 31, 2014, 189 of which have been completed or are currently under construction) known as Countryside at Montrose. The owner of the property in the third improvement area, adjacent to the Improvement Area, became the subject of a bankruptcy proceeding in late 2007, and the land in that improvement area remains undeveloped.

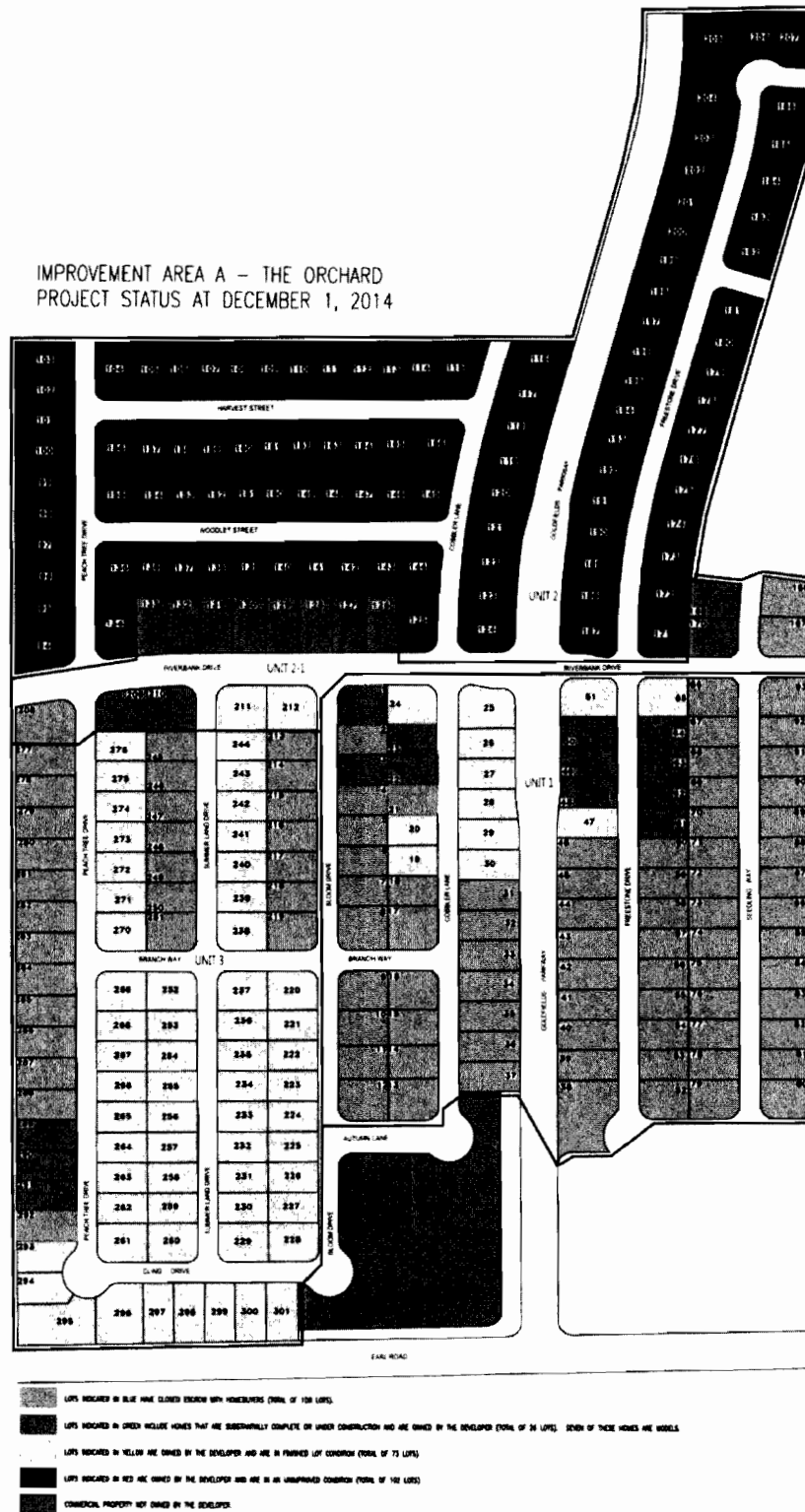
As of December 1, 2014, 100 of the parcels in the Improvement Area have been improved with single family detached homes that have been sold to homeowners, 13 of the parcels have been improved with single family detached homes that are owned by the Developer (4 of which are model homes for the Development), construction is underway for homes on 13 parcels owned by the Developer (3 of which are expected to be additional model homes for the Development), 73 of the parcels are in a finished lot condition and are owned by the Developer, and 102 of the lots are included in a single assessor's parcel, are in an unimproved condition and are the subject of a tentative tract map. The Developer reports that the community currently offers four different floor plans, ranging in size from 1,688 square feet to 3,167 square feet, each with two or three car garages. Sales of homes in the Improvement Area is ongoing. There are 4 parcels in the Improvement Area intended for commercial development that are exempt from the Special Tax levy.

The Developer reports that it purchased the property in the Improvement Area in June, 2004, for \$10,500,000, and that the Developer has expended over \$13,000,000 to date on in tract improvements, impact fees and other improvements for the Improvement Area and the District, as well as over \$18,000,000 on home construction costs. Of the current 175 undeveloped lots in the Improvement Area, 73 are in finished lot condition. The other 102 lots (that are the subject of a tentative tract map and are referred to in this Official Statement as the "Unimproved Property") are in a raw land condition, with the Developer advising that it has a budget of approximately \$4,400,000 for improvements needed to bring them into a finished lot stage, including fees (net of credits and reimbursements), grading, water, sewer, storm drain, dry utilities, curb, gutter and sidewalk, street improvements and landscaping.

As of December 1, 2014, 126 building permits have been issued for the construction of homes in the Improvement Area. For the period commencing in 2008 through the end of 2013 and for the year-to-date period ended November 30, 2014, the Developer has closed escrows on 80 and 20 homes, respectively. The Developer advises that it expects to continue to construct homes in the Development on the remaining 73 finished lots which it expects to complete by 2018. Upon completion of homes on these remaining lots, the Developer has further advised that it will assess the market condition at that time and will decide whether to commence development of the 102 lots of Unimproved Property in the Development. No assurance can be given that such construction and development will commence or be completed as expected. The Developer has reported that it intends to use cash reserves and proceeds from sales of homes in the Development to finance the costs to complete the homes for the build-out of the Improvement Area.

The next page sets forth the site plan for the 199 lots of Improved Property and the 102 lots of Unimproved Property in the Improvement Area, as provided by the Developer.

# SITE PLAN OF THE PROPERTY IN THE IMPROVEMENT AREA



Source: The Developer.

## History of the Improvement Area

In September, 2005, the Developer (which owned all of the property in the Improvement Area at that time), and the two then owners of land in the other two improvement areas of the District, petitioned the County to form the District in order to finance infrastructure improvements necessitated by their proposed development of the land in the District, including the Improvements. On October 10, 2005, the Board of Supervisors adopted resolutions of intention to form the District and to incur bond indebtedness of the County for the District, and on November 8, 2005, after the conduct of a public hearing, the Board of Supervisors adopted a resolution forming the District and a resolution determining the necessity to incur indebtedness for the District and calling for an election of the three then landowners regarding the District. The election was held on December 6, 2005 at which the landowners unanimously voted in favor of the District and subsequently the Board of Supervisors adopted an Ordinance levying special taxes on property in the District and the County recorded a Notice of Special Tax Lien against the property in the District.

On August 28, 2007, at the request of the three original owners of the land in the District, the Board of Supervisors adopted Resolution No. 2007-120, designating three improvement areas within the District, one of which is the Improvement Area. Following the conduct of an election of the then land owners in the Improvement Area, the Board of Supervisors on January 15, 2008, adopted Resolution No. 2008-08 approving the Amended and Restated Rate and Method of Apportionment of Special Tax for the Improvement Area (referred to in this Official Statement as the "Rate and Method"), and allowing for the County to issue up to \$6,000,000 in principal amount of bonds for the District to be repaid from the levy of Special Taxes on property in the Improvement Area. On January 25, 2008, the County recorded an Amended Notice of Special Tax Lien in the County Recorder's Office as Document Number 2008R-001166 against the property in the three improvement areas of the District, and on January 22, 2008, the Board of Supervisors adopted Ordinance No. 1437, amending the prior Ordinance levying special taxes in the District, to allow for separate levies of special taxes in each of the three improvement areas of the District, including the levy of the Special Tax in the Improvement Area.

In April of 2008, the County entered into the Acquisition Agreement with the Developer, and the County entered into similar acquisition agreements with the developers of the other two improvement areas. The Developer and the developer of the property in Improvement Area C of the District, Woodside Montrose Inc. ("**Woodside**") continued to build the backbone infrastructure improvements needed for development to occur in the three improvement areas of the District and the Developer and Woodside subsequently began the construction of homes in the Improvement Area and in Improvement Area C of the District. All of the Improvements to be funded by the Improvement Area and by Improvement Area C have been completed.

In the early Summer of 2014, the Developer requested that the County issue bonds for the District to pay costs of the Improvements pursuant to the Acquisition Agreement, and that the County begin to levy the Special Tax on property in the Improvement Area to repay the bonds. The successor in interest to Woodside, Woodside 05N, LP, a California limited partnership ("**Woodside LP**") also requested that the County issue bonds for the District to pay costs of improvements pursuant to an acquisition agreement between the County and Woodside, and that the County begin to levy a special tax on property in Improvement Area C of the District to repay those bonds. Following the conduct of a public hearing on October 7, 2014, the Board of Supervisors adopted Resolution No. 2014-96 directing County Staff to proceed with the drafting of the documents needed for the issuance of the 2015 Bonds, and adopted Resolution No. 2014-97 limiting the maximum Special Tax for Single Family Residential Property in the Improvement Area to \$825.00 per parcel per year, and declaring that

the first Special Tax levy would be for Fiscal Year 2015-16, and that the final Special Tax levy on property in the Improvement Area would be for Fiscal Year 2040-41.

On October 28, 2014, the Board of Supervisors adopted Resolution No. 2014-105 authorizing the issuance of the 2015 Bonds and approving the execution and delivery of the Fiscal Agent Agreement and the Continuing Disclosure Agreement that the County will execute in connection with the issuance of the 2015 Bonds. On December 16, 2014, the Board of Supervisors adopted a Resolution approving a Preliminary Official Statement and a Bond Purchase Agreement for the 2015 Bonds, and authorized the preparation of a final Official Statement for the 2015 Bonds.

### **The Developer**

John L. Mourier, III incorporated as John Mourier Construction, Inc. (referred to in this Official Statement as the "Developer") in 1978. The Developer, more commonly known as JMC Homes, reports that it typically has over 100 employees and has experienced an average annual sales volume of \$120,000,000 over the past ten years. The Developer advised that it has been ranked locally as the 2nd largest homebuilder in the Sacramento region by the Sacramento Business Journal. The Developer has developed master-planned communities and has completed more than 2,700 new homes since 2004. The Developer has advised that its industry awards include "Builder of the Year", "Best Single Family Home Project of the Year", and "Best Energy Efficient Project of the Year" by trade publications and "Business of the Year" by the Roseville Chamber of Commerce.

The Developer has represented that all projects that it oversees and engages in always involve a management team. The team leaders are long-term employees of the Developer that the Developer has chosen for their expertise relative to development and homebuilding. The team leaders directly involved in the Development include:

Rod Yamanaka – Chief Financial Officer – His responsibilities include income tax planning and compliance, oversight of corporate controller and accounting department, strategic planning, cash flow and finance management, real property acquisitions and related economic feasibilities, and maintaining banking relationships. He has been employed by the Developer since 1991. His education includes a Bachelor of Science in Business Administration from California State University Los Angeles. He was previously an audit manager with Coopers and Lybrand (now PricewaterhouseCoopers LLC). He also was certified public accountant (currently inactive status).

Steven Schnable- Land Development Manager – Mr. Schnable is in charge of real property acquisitions, entitlements, and land development. His duties include preparation of feasibility reports, review of purchase and sale agreements and related negotiations, formation of community facilities districts and homeowner associations. He has been directly involved in the creation of over ten specific plans and master planned communities, securing engineering and construction contracts on over 4,000 residential lots. His education includes an AS in Architectural Technology, Southern Illinois University. He was a member (currently inactive status) of the Air Conditioning Contractors of American and California Association of Building Energy Consultants. He has been employed by the Developer since 1988.

The Developer maintains a website of [www.jmchomes.com](http://www.jmchomes.com), but the County and the Underwriter have not reviewed the information on that website, have no responsibility for such information, and the information is not in any way incorporated into this Official Statement.



## Land Ownership and Expected Special Tax Levy

As of December 1, 2014, 100 of the parcels in the Improvement Area have been improved with completed detached single family homes that have been sold to homeowners, 13 of the parcels in the Improvement Area have been improved with completed detached single family homes that are owned by the Developer (4 of which are model homes for the Development), construction is underway for homes on 13 parcels owned by the Developer (3 of which are expected to be additional model homes for the Development), 73 of the parcels in the Improvement Area are in a finished lot condition ready for home construction and are owned by the Developer, and 102 parcels are the subject of a tentative tract map, are in an unimproved condition and are owned by the Developer. See "THE IMPROVEMENT AREA – History of the Improvement Area." The maximum Special Tax that can be levied under the Rate and Method on Single Family Residential Property in the Improvement Area (parcels for which a building permit has been issued by June 30 of the Fiscal Year preceding the Fiscal Year of the levy) is \$825.00 per parcel per year, and the maximum Special Tax levy on the other parcels in the Improvement Area (classified as Undeveloped Property under the Rate and Method) is \$11,196 per acre per year. See "SECURITY FOR THE 2015 BONDS – Summary of Rate and Method."

Based on (a) the foregoing, (b) the priority annual administrative expense amount of \$25,000, plus (c) the scheduled debt service on the 2015 Bonds for Fiscal Year 2015-16 of \$125,000\*, if no further development occurs in the Improvement Area, and assuming no delinquency in the payment of Special Taxes levied, the Special Tax levy for 2015-16 would be \$825 on each parcel of Single Family Residential Property and \$1,421 per acre of Undeveloped Property in the Improvement Area.

## Assessed Property Values

**No Appraisal of Property in the Improvement Area.** The County has not commissioned an appraisal of the taxable property in the Improvement Area in connection with the issuance of the 2015 Bonds. Therefore, the valuation of the taxable property in the Improvement Area will be estimated for the purposes of the Act, and set forth in this Official Statement, based on the most recently obtainable County Assessor's values.

**Assessed Valuation.** The valuation of real property in the County is established by the County Assessor. Assessed valuations are reported at 100% of the full cash value of the property, as defined in Article XIII A of the California Constitution. Article XIII A of the California Constitution defines "full cash value" as the appraised value as of February 1, 1975, plus adjustments not to exceed 2% per year to reflect inflation, and requires assessment of "full cash value" upon change of ownership or new construction. Accordingly, the gross assessed valuation of any particular parcel presented in this Official Statement may not necessarily be representative of the actual market value of that parcel.

The table below sets forth the assessed value of the property in the Improvement Area for the most recent five fiscal years, as reported by the Yuba County Assessor's Office, and the annual percentage change in the assessed values.

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\* Preliminary, subject to change.

**Table 1**  
**County of Yuba**  
**Community Facilities District No. 2005-1**  
**(Improvement Area A – The Orchard)**

**Historical Assessed Values**

Fiscal Year	Total Assessed Value	Annual Percentage Change
2010-11	\$10,881,898	
2011-12	11,349,894	4.3%
2012-13	12,188,625	7.4
2013-14	16,138,920	32.4
2014-15	23,509,415	45.7

Source: Yuba Count Assessor's Office; as reported by Goodwin Consulting Group, Inc.

**Value-to-Burden Ratio**

**General Information Regarding Value-to-Burden Ratios.** The value-to-burden ratio on bonds secured by special taxes will generally vary over the life of those bonds as a result of changes in the value of the property that is security for the special taxes and the principal amount of the bonds.

In comparing the aggregate assessed value of the real property within the Improvement Area and the principal amount of the 2015 Bonds, it should be noted that an individual parcel may only be foreclosed upon to pay delinquent installments of the Special Taxes attributable to that parcel. The principal amount of the 2015 Bonds is not allocated equally among the parcels within the Improvement Area; rather, the principal amount of the 2015 Bonds has been allocated among the 199 parcels of Improved Property within the Improvement Area based on their respective share of the total maximum Special Tax that could be levied in fiscal year 2015-16, and assuming all such parcels are classified as Single Family Residential Property under the Rate and Method.

Economic and other factors beyond the property owners' control, such as economic recession, deflation of land values, financial difficulty or bankruptcy by one or more property owners, or the complete or partial destruction of Taxable Property caused by, among other possibilities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the Improvement Area. See "SPECIAL RISK FACTORS – Property Value" and "– Bankruptcy Delays."

**Value-to-Burden Ratio Distribution.** Table 2 below set forth the estimated value-to-lien ratios for the taxable property in the Improvement Area based upon the land ownership status and the values of the property. Table 2 uses, for the values of the parcels, the County Assessor's 2014-15 secured assessed values for the property in the Improvement Area, as well as sales price data as reported by the Developer for parcels sold to homeowners that did not have an improved value as of January 1, 2014 (the County's lien date for its 2014-15 secured tax roll), and 2014-15 assessed values for all other parcels in the Improvement Area.

**Table 2**  
**County of Yuba**  
**Community Facilities District No. 2005-1**  
**(Improvement Area A – The Orchard)**

**Fiscal Year 2015-16 Estimated Maximum Special Tax and Parcel Value to Lien Ratios**  
**Using County Assessed Values / Sales Prices**  
**(Development Status as of December 1, 2014)**

Special Tax Category	Number of Parcels	FY 2015-16 Maximum Special Tax <sup>(1)</sup>	Percent of Maximum Special Tax <sup>(3)</sup>	FY 2014-15 Assessed Value	Incremental Sales Price <sup>(2)</sup>	FY 2014-15 Assessed Value/Sale Price	Estimated Allocation of 2014 Bond Debt <sup>(3)</sup>	Estimated Value-to-Lien
<u><b>Developed Parcels</b></u>								
Individually Owned Homes <sup>(4)</sup>	100	\$ 82,500	50.3%	\$18,815,290	\$3,079,230	\$21,894,520	\$ 907,035	24.14:1
Completed Homes	13	10,725	6.5	2,821,440	0	2,821,440	117,915	23.93:1
Homes Under Construction	13	10,725	6.5	97,405	0	97,405	117,915	0.83:1
Subtotal	126	\$103,950	63.3%	\$21,734,135	\$3,079,230	\$24,813,365	\$1,142,864	21.71:1
<u><b>Undeveloped Parcels<sup>(5)</sup></b></u>								
Finished Lots	73	\$60,225	36.7%	\$1,179,588	\$0	\$1,179,588	\$662,136	1.78:1
Unsubdivided Lots	102	84,150	0.0	595,692	0	595,692	0	
Subtotal	175	\$144,375	36.7%	\$1,775,280	\$0	\$1,775,280	\$662,136	2.68:1
Total-Excluding Unsubdivided Lots	199	\$164,175	100.0%	\$22,913,723	\$2,769,230	\$25,682,953	\$1,805,000	14.23:1
Total-Including Unsubdivided Lots	301	\$248,325		\$23,509,415	\$2,769,230	\$26,278,645	\$1,805,000	14.56:1

(1) The maximum Special Tax for Developed Property that is Single Family Residential Property is \$825 per parcel per year. See "THE IMPROVEMENT AREA – History of the Improvement Area."

(2) Reflects the incremental increase in value from the sale of 12 homes to third parties since January 1, 2014, based on the actual sales prices of the homes (which averaged \$251,000 per home), less the land value of the related property already included on the County Assessor's tax roll. These parcels do not have an improved value per the County Assessor's records as of January 1, 2014.

(3) The initial principal amount of the 2015 Bonds allocated based on percentage of maximum Special Tax for the 199 parcels of Improved Property. Preliminary, subject to change.

(4) All other parcels in the Improvement Area are owned by the Developer.

(5) Assigns the maximum Special Tax of \$825 per parcel per year for Single Family Residential Property to the remaining 175 undeveloped parcels. However, the maximum Special Tax for the 175 parcels would be \$362,862, based on their current status as Undeveloped Property, which includes \$127,858 from the 73 finished lots that are Improved Property and \$235,004 from the 102 lots that are Unimproved Property. See "SECURITY FOR THE 2015 BONDS – Summary of Rate and Method."

Sources: Yuba County Assessor's Office; the Developer; Stifel Nicolaus & Co. Inc; Goodwin Consulting Group, Inc.

The following table summarizes the projected 2015 Bond debt to value of the 199 parcels of Improved Property in the Improvement Area. Table 3 uses, for the values of the parcels, sales price data as reported by the Developer for parcels sold to homeowners that did not have an improved value as of January 1, 2014 (the County's lien date for its 2014-15 secured tax roll), and 2014-15 assessed values for all other parcels in the Improvement Area.

**Table 3**  
**County of Yuba**  
**Community Facilities District No. 2005-1**  
**(Improvement Area A – The Orchard)**

**Summary of Value-to-Lien Ratios<sup>(1)</sup>**  
**Fiscal Year 2015-16 Maximum Special Tax**  
**(Development Status as of December 1, 2014)**

Value to Lien	Number of Parcels	FY 2014-15 Assessed Value/ Sales Price <sup>(2)</sup>	Estimated FY 2015-16 Maximum Special Tax <sup>(3)</sup>	Total 2014 Bond Debt Lien <sup>(4)</sup>	% of Total Lien
15:1 and above	110	\$24,574,368	\$ 90,750	\$ 997,739	55.3%
10:1 to 15:1	1	131,152	825	9,070	0.5
3:1 to 10:1	0	0	0	0	0.0
2:1 to 3:1	10	250,000	8,250	90,704	5.0
1:1 to 2:1	64	964,352	52,800	580,503	32.2
1:1 and below	14	73,081	11,550	126,985	7.0
Total	199	\$25,682,953	\$164,175	\$1,805,000	100.0%

(1) This table includes only the 199 lots of Improved Property; the potential 102 lots of Undeveloped Property are not included. The current assessed value of the Undeveloped Property is \$595,692; and at \$825 per parcel per year the 102 lots of Undeveloped Property, if each is eventually improved with a home, would provide an annual maximum Special Tax levy of \$84,150.

(2) Reflects sales price data for individual parcels sold to homeowners that do not have an improved value per the County Assessor's records as of January 1, 2014. Values for all other parcels are based on County Assessor's 2014-2015 assessed value.

(3) The maximum Special Tax for Developed Property that is Single Family Residential Property is \$825 per parcel per year. See "THE IMPROVEMENT AREA – History of the Improvement Area." However, the maximum Special Tax for the 42 parcels would be \$77,602, based on their current status as Undeveloped Property. See "SECURITY FOR THE 2014 BONDS – Summary of Rate and Method."

(4) The initial principal amount of the 2015 Bonds allocated based on percentage of maximum Special Tax as if all parcels were Developed Property that is Single Family Residential Property. Preliminary, subject to change.

Sources: Yuba County Assessor's Office; the Developer; Stifel Nicolaus & Co. Inc; Goodwin Consulting Group, Inc.

### **Direct and Overlapping Governmental Obligations**

**General.** Property within the Improvement Area is subject to general obligation and general fund overlapping debt, and assessments by other governmental agencies. However, the lien for the Special Taxes is co-equal to the lien of the assessments and the lien for general property taxes. Additional indebtedness could be authorized by other public agencies at any time.

To repay direct and overlapping debt the owners of the land within the Improvement Area must pay the annual Special Taxes, special assessments, and the general property tax levy. The ability of the County to collect the Special Taxes could be adversely affected if additional debt is issued with respect to the Taxable Property in the Improvement Area. The land, at any time, could become subject to additional parity debt either by the formation of additional community facilities districts or the imposition of other taxes and assessments by public agencies other than the County on behalf of the property owners within the Improvement Area. The imposition of additional liens on a parity with the Special Taxes may reduce the ability or

willingness of the landowners to pay the Special Taxes and may increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Taxes.

The current and estimated direct and overlapping obligations affecting the property in the Improvement Area as of November 1, 2014, are shown in the following table. The table was prepared by California Municipal Statistics, Inc., and is included for general information purposes only. Neither the County nor the Underwriter has independently verified the information in the table and they make no representation as to its completeness or accuracy.

**Table 4**  
**County of Yuba**  
**Community Facilities District No. 2005-1**  
**(Improvement Area A – The Orchard)**

**Direct and Overlapping Indebtedness**

2014-15 Local Secured Assessed Valuation: \$23,509,415<sup>(1)</sup>

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 11/1/14</u>
Yuba Joint Community College District General Obligation Bonds	0.091%	\$ 113,862
Marysville Joint Unified School District General Obligation Bonds	0.673	451,339
The Improvement Area	100.	<u>1,805,000</u> <sup>(2),(4)</sup>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$2,370,201
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Yuba County Certificates of Participation	0.508%	\$199,191
Yuba County Board of Education Certificates of Participation	0.508	15,758
Yuba Joint Community College District Certificates of Participation	0.091	16,437
Marysville Joint Unified School District Certificates of Participation	0.673	146,152
Linda Fire Protection District Certificates of Participation	1.581	<u>8,696</u>
TOTAL OVERLAPPING GENERAL FUND DEBT		\$386,234
 COMBINED TOTAL DEBT		 \$2,756,435 <sup>(3),(4)</sup>

- (1) Does not include the assessed value of four parcels of commercial property in the Improvement Area that is exempt from the levy of Special Taxes.
- (2) The initial principal amount of the 2015 Bonds.
- (3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
- (4) Preliminary, subject to change.

Ratios to 2014-15 Assessed Valuation:

Direct Debt.....	7.68%
Total Direct and Overlapping Tax and Assessment Debt .....	10.08%
Combined Total Debt.....	11.72%

Source: California Municipal Statistics, Inc.

**Sample Tax Bill.** Set forth below is Table 5, which provides, for an average parcel of Single Family Residential Property under the Rate and Method, the expected property tax bill that would be received by an owner of the property for fiscal year 2014-15, had the Special Tax been levied for that fiscal year. See "THE IMPROVEMENT AREA – History of the Improvement Area" for more information regarding the first fiscal year of the Special Tax levy.

**Table 5  
County of Yuba  
Community Facilities District No. 2005-1  
(Improvement Area A – The Orchard)**

**Estimated Fiscal Year 2014-15 Illustrative Tax Bill**

<u><b>Assumptions</b></u>		
Average Sales Price <sup>(1)</sup>		\$268,000
Homeowner's Exemption		(7,000)
Net Expected Assessed Value		\$261,000
 <u><b>Ad Valorem Taxes</b></u>		
	<u><b>Rate</b></u>	
County General	1.0000%	\$2,610
MJUSD General Obligation Bond 2006	0.0318	83
MJUSD General Obligation Bond 2008	0.0299	78
MJUSD General Obligation Bond 2009	0.0600	157
YCCD General Obligation Bond 2006 A	0.0060	16
YCCD General Obligation Bond 2006 B	0.0100	26
YCCD General Obligation Bond 2006 C	0.0091	24
Total Ad Valorem Taxes	1.1468%	\$2,993
 <u><b>Direct Charges</b></u>		
CSA #70 Law Enforcement		\$160
TRLIA Levee & Flood Control Assessment		\$12
CSA #52 Zone B <sup>(2)</sup>		\$264
Improvement Area A of CFD No. 2005-1		\$825
Total Direct Charge		\$1,262
Total Taxes and Direct Charges		\$4,255
Percentage of Net Expected Assessed Value		1.63%

(1) Average sales price of new homes sold by the Developer in 2014, as reported by the Developer.

(2) Tax amount for CSA #52 Zone C. Other parcels may be subject to direct charges for other zones.

Sources: The Developer; Yuba County Tax Collector's Office; Goodwin Consulting Group, Inc.

**Other Potential Debt.** The County has no control over the amount of additional debt payable from taxes or assessments levied on all or a portion of the Taxable Property within the Improvement Area which may be incurred in the future by other governmental agencies having jurisdiction over all or a portion of the taxable property within the Improvement Area. Furthermore, nothing prevents the owners of taxable property within the Improvement Area from consenting to the issuance of additional debt by other governmental agencies which would be secured by taxes or assessments on a parity with the Special Taxes. To the extent such indebtedness is payable from assessments, other special taxes levied pursuant to the Act or taxes, such assessments, special taxes and taxes will be secured by liens on the taxable property within the Improvement Area on a parity with the lien of the Special Taxes.

Accordingly, the debt on the property within the Improvement Area could increase, without any corresponding increase in the value of the property therein, and thereby severely reduce the estimated value-to-lien ratio that exists at the time the 2015 Bonds are issued. The imposition of such additional indebtedness could reduce the willingness and ability of the

owners of the property within the Improvement Area to pay the Special Taxes when due. See "SPECIAL RISK FACTORS – Parity Taxes and Special Assessments."

Moreover, in the event of a delinquency in the payment of Special Taxes, no assurance can be given that the proceeds of any foreclosure sale of the property with delinquent Special Taxes would be sufficient to pay the delinquent Special Taxes. See "SPECIAL RISK FACTORS – Property Value."

### **Projected Debt Service Coverage**

The Maximum Special Tax that can be levied on parcels classified as Single Family Residential Property in the Improvement Area in any fiscal year is \$825.00 per parcel per year. See "SECURITY FOR THE 2015 BONDS – Special Tax" and "– Summary of Rate and Method." However, pursuant to Section 53321(d) of the California Government Code, the Special Tax levied against any parcel for which an occupancy permit for private residential use has been issued may not in any event be increased as a consequence of delinquency of default by the owner of any other parcel within the Improvement Area by more than ten percent (10%) above the amount that would have been levied in the fiscal year had there never been any such delinquencies of defaults. See "SECURITY FOR THE 2015 BONDS – Summary of Rate and Method."

Set forth below in Table 6 is the projected Special Tax Revenue from the 199 parcels in the Improvement Area, assuming that the 73 parcels in finished lot condition have been developed with single family homes, available to pay the scheduled debt service on the 2015 Bonds assuming no delinquencies in the payment of Special Taxes levied in the Improvement Area.

**Table 6**  
**County of Yuba**  
**Community Facilities District No. 2005-1**  
**(Improvement Area A – The Orchard)**

**Debt Service Coverage**

Year Ending Sept. 1	Maximum Special Tax <sup>(1)</sup>	Priority Administration <sup>(2)</sup>	Net Special Tax Revenue Available for Debt Service	Net Debt Service <sup>(3),(4)</sup>	Debt Service Coverage <sup>(4)</sup>
2016	\$164,175	\$25,000	\$139,175	\$125,000	111.3%
2017	164,175	25,000	139,175	124,200	112.1
2018	164,175	25,000	139,175	123,000	113.2
2019	164,175	25,000	139,175	126,400	110.1
2020	164,175	25,000	139,175	124,600	111.7
2021	164,175	25,000	139,175	122,800	113.3
2022	164,175	25,000	139,175	126,000	110.5
2023	164,175	25,000	139,175	124,000	112.2
2024	164,175	25,000	139,175	122,000	114.1
2025	164,175	25,000	139,175	125,000	111.3
2026	164,175	25,000	139,175	122,250	113.8
2027	164,175	25,000	139,175	124,500	111.8
2028	164,175	25,000	139,175	126,500	110.0
2029	164,175	25,000	139,175	123,250	112.9
2030	164,175	25,000	139,175	125,000	111.3
2031	164,175	25,000	139,175	126,500	110.0
2032	164,175	25,000	139,175	122,750	113.4
2033	164,175	25,000	139,175	124,000	112.2
2034	164,175	25,000	139,175	125,000	111.3
2035	164,175	25,000	139,175	125,750	110.7
2036	164,175	25,000	139,175	126,250	110.2
2037	164,175	25,000	139,175	121,500	114.5
2038	164,175	25,000	139,175	121,750	114.3
2039	164,175	25,000	139,175	121,750	114.3
2040	164,175	25,000	139,175	121,500	114.5
2041	164,175	25,000	139,175	126,000	110.5

(1) Assumes all 199 parcels of Improved Property are Single Family Residential Property with a \$825 maximum Special Tax per parcel per year. However, the maximum Special Tax for the 73 parcels of Improved Property that are currently undeveloped would be \$127,858 based on their current status as Undeveloped Property. Note also that the Special Tax on a parcel with a home may not be increased by more than ten percent (10%) as a consequence of delinquency or default in payment of the Special Tax levied on any other parcel or parcels in the Improvement Area. See "SECURITY FOR THE 2014 BONDS – Summary of Rate and Method."

(2) The first \$25,000 of Special Taxes collected by the County each Fiscal Year are retained by the County to pay administrative expenses or for other purposes of the District. See "SECURITY FOR THE 2014 BONDS – Special Tax Fund."

(3) Annual scheduled debt service on the 2015 Bonds.

(4) Preliminary, subject to change.

Source: Stifel Nicolaus & Co. Inc; Goodwin Consulting Group, Inc.

## SPECIAL RISK FACTORS

*The following is a description of certain risk factors affecting the Improvement Area, the property owners in the Improvement Area, the parcels subject to the levy of Special Taxes and the payment of and security for the 2015 Bonds. The following discussion of risks is not meant to be a complete list of the risks associated with the purchase of the 2015 Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the investment quality of the 2015 Bonds. There can be no assurance that other risk factors will not become material in the future.*



## **No General Obligation of the County or the District**

The County's obligations under the 2015 Bonds and under the Fiscal Agent Agreement are limited obligations of the County on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund. The 2015 Bonds are not general obligations of the County, but are limited obligations of the County for the District payable solely from the Special Tax Revenues derived from Special Taxes levied on property in the Improvement Area and funds pledged therefor and under the Fiscal Agent Agreement. Neither the faith and credit nor the taxing power of the County or the State of California or of any of their respective political subdivisions is pledged to the payment of the 2015 Bonds.

## **Payment of the Special Tax is not a Personal Obligation**

The owners and users of the parcels in the Improvement Area are not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation that is secured only by a lien against the property on which it is levied. If the value of a property is not sufficient to secure fully the payment of the Special Tax levied and to be levied on it, the County has no recourse against the owner of the property.

## **Property Value**

If a landowner defaults in the payment of the Special Tax, the only legal remedy is the institution of a superior court action to foreclose on the delinquent property in an attempt to obtain funds with which to pay the Special Tax. The value of the Property in the Improvement Area could be adversely affected by economic factors beyond the County's control, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the Improvement Area, the supply of or demand for competitive properties in such area, and the market value of residential property in the event of sale or foreclosure; (ii) changes in real estate tax rates and other expenses of owning Property, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; and (iii) natural disasters (including, without limitation, wildfire, earthquakes, tsunamis and floods), which may result in uninsured losses. See "SPECIAL RISK FACTORS – Natural Disasters and Potential Drought Conditions."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay the delinquent Special Tax installment. No appraisal of the property in the Improvement Area has been conducted (see, however, "THE IMPROVEMENT AREA – Value-to-Burden Ratio" for a description of the County Assessor's valuation of the parcels in the Improvement Area). Although the Act authorizes the County to cause such an action to be commenced and diligently pursued to completion, the Act does not specify any obligation of the County with regard to purchasing or otherwise acquiring any lot or parcel of property sold at the foreclosure sale in any such action if there is no other purchaser at such sale. The County is not obligated and does not expect to be a bidder at any such foreclosure sale. See "SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure" and "SPECIAL RISK FACTORS – Proceeds of Foreclosure Sales."

## **Exempt Properties**

Certain properties are exempt from the Special Tax in accordance with the Rate and Method. In addition, the Act provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the Improvement Area acquired by a public entity through a negotiated transaction, or by gift or

devise, that is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. It is possible that property acquired by a public entity following a tax sale or foreclosure based upon failure to pay taxes could become exempt from the Special Tax. In addition, the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property, for outstanding Bonds only, is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Act have not been tested. See "SECURITY FOR THE 2015 BONDS – Special Tax."

In particular, insofar as the Act requires payment of the Special Tax by a federal entity acquiring property within the Improvement Area, it may be unconstitutional. See "SPECIAL RISK FACTORS – Property Interests of Government Agencies; Federal Deposit Insurance Corporation." If for any reason property within the Improvement Area becomes exempt from taxation by reason of ownership by a nontaxable entity such as the federal government or another public agency, subject to the limitation of the Maximum Special Tax, the Special Tax will be reallocated to the remaining taxable properties within the Improvement Area. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon the timely payment of the Special Tax. Moreover, if a substantial portion of land within the Improvement Area becomes exempt from the Special Tax because of public ownership, or otherwise, the maximum rate that could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the 2015 Bonds when due and a default would occur with respect to the payment of such principal and interest.

The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

### **Parity Taxes and Special Assessments**

The Special Taxes and any penalties thereon will constitute liens against the taxable parcels in the Improvement Area until they are paid. Such lien is on a parity with all special taxes and special assessments levied by other agencies and is coequal to and independent of the lien for general property taxes regardless of when they are imposed upon the taxable parcel. The Special Taxes have priority over all existing and future private liens imposed on the property. The Special Tax has the same lien priority with respect to the property. See "THE IMPROVEMENT AREA – Direct and Overlapping Governmental Obligations" for a description of existing overlapping liens on the property.

The County has no control over the ability of other entities and Improvement Areas to issue indebtedness secured by special taxes or assessments payable from all or a portion of the taxable property within the Improvement Area subject to the levy of Special Taxes. In addition, the landowners within the Improvement Area may, without the consent or knowledge of the County, petition other public agencies to issue public indebtedness secured by special taxes or assessments, and any such special taxes or assessments may have a lien on such property on a parity with the Special Taxes. The imposition of additional indebtedness could reduce the willingness and the ability of the property owners within the Improvement Area to pay the Special Taxes when due.

### **Insufficiency of Special Taxes**

In order to pay debt service on the 2015 Bonds, it is necessary that the Special Taxes levied against taxable parcels within the Improvement Area be paid in a timely manner. The County has established the Reserve Fund in an amount equal to the Reserve Requirement to pay debt service on the 2015 Bonds and any Parity Bonds to the extent Special Taxes are not

paid on time and other funds are not available. See "SECURITY FOR THE 2015 BONDS – Reserve Fund" and Appendix C – Summary of the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, the County has covenanted to maintain in the Reserve Fund an amount equal to the Reserve Requirement; subject, however, to the limitation that the County may not levy the Special Tax in any fiscal year at a rate in excess of the Maximum Special Tax rates permitted under the Rate and Method. In addition, the Act imposes certain limitations on increases in Special Taxes on residential parcels as a consequence of delinquencies in payment of the Special Taxes. See "SECURITY FOR THE 2015 Bonds – Special Tax." Consequently, if a delinquency occurs, the County may be unable to replenish the Reserve Fund to the Reserve Requirement due to the limitation of the Maximum Special Tax rates. If such defaults were to continue in successive years, the Reserve Fund could be depleted and a default on the 2015 Bonds would occur if proceeds of a foreclosure sale did not yield a sufficient amount to pay the delinquent Special Taxes.

The County has made certain covenants regarding the institution of foreclosure proceedings to sell any property with delinquent Special Taxes in order to obtain funds to pay debt service on the 2015 Bonds. See "SECURITY FOR THE 2015 Bonds – Covenant for Superior Court Foreclosure." If foreclosure proceedings were ever instituted, any mortgage or deed of trust holder could, but would not be required to, advance the amount of delinquent Special Taxes to protect its security interest.

### **Tax Delinquencies**

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the 2015 Bonds are derived, are being billed to the property within the Improvement Area on the regular property tax bills sent to owners of the parcels. Such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax installment payments in the future. See "SECURITY FOR THE 2015 BONDS – Reserve Fund" and "Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the Improvement Area is obligated to follow under the Fiscal Agent Agreement, in the event of delinquency in the payment of Special Tax installments.

### **Bankruptcy Delays**

The payment of the Special Tax and the ability of the County to commence a superior court action to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE 2015 BONDS – Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. Any legal opinion to be delivered concurrently with the delivery of the 2015 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would

increase the likelihood of a delay or default in payment of the principal of and interest on the 2015 Bonds.

### **Proceeds of Foreclosure Sales**

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax, the Board of Supervisors, as the legislative body of the Improvement Area, may order that the Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. The County has covenanted in the Fiscal Agent Agreement that it will, under certain circumstances, commence such a foreclosure action. See "SECURITY FOR THE 2015 Bonds – Covenant for Superior Court Foreclosure."

No assurances can be given that a taxable parcel in the Improvement Area that would be subject to a judicial foreclosure sale for delinquent Special Taxes will be sold or, if sold, that the proceeds of such sale will be sufficient to pay the delinquent Special Tax installment. Although the Act authorizes the County to cause such an action to be commenced and diligently pursued to completion, the Act does not specify any obligation of the County with regard to purchasing or otherwise acquiring any lot or parcel of property sold at the foreclosure sale in any such action if there is no other purchaser at such sale and the County has not in any way agreed nor does it expect to be such a bidder.

In a foreclosure proceeding, a judgment debtor (i.e., the property owner) has 140 days from the date of service of the notice of levy in which to redeem the property to be sold and may have other redemption rights afforded by law. If a judgment debtor fails to so redeem and the property is sold, his only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale if the purchaser at the sale was the judgment creditor. If a foreclosure sale is thereby set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made.

If foreclosure proceedings were ever instituted, any holder of a mortgage or deed of trust on the affected property could, but would not be required to, advance the amount of the delinquent Special Tax installment to protect its security interest.

In the event such superior court foreclosure or foreclosures are necessary, there could be a delay in principal and interest payments to the owners of the 2015 Bonds pending prosecution of the foreclosure proceedings and receipt by the Improvement Area of the proceeds of the foreclosure sale, if any. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions and other factors beyond the control of the County, including delay due to crowded local court calendars or legal tactics and, in any event could take several years to complete. In particular, bankruptcy proceedings involving the Landowner or any other owner of a taxable parcel in the Improvement Area could cause a delay, reduction or elimination in the flow of Special Tax Revenues to the Fiscal Agent. See "SPECIAL RISK FACTORS – Bankruptcy Delays."

### **Natural Disasters**

The value of the property in the Improvement Area in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the property and the continued habitability and enjoyment of such private improvements. Such occurrences include, without limitation, wildfire, earthquakes and floods. Known active faults that could cause significant ground shaking in the Improvement Area include, but are not limited to, the San Andreas Fault.

One or more of such natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances, the value of the property in the Improvement Area may well depreciate or disappear.

### **Hazardous Substances**

The presence of hazardous substances on a parcel may result in a reduction in the value of a parcel. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The County has not independently verified, but is not aware of, the presence of any hazardous substances within the Improvement Area.

### **Disclosure to Future Purchasers**

The willingness or ability of an owner of a parcel to pay the Special Tax, even if the value of the property is sufficient to justify payment, may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The County has caused a notice of the Special Tax to be recorded in the Office of the Recorder for the County against the property in the Improvement Area. Although title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation when purchasing a property within the Improvement Area or lending money thereon, as applicable.

California Civil Code Section 1102.6b requires that, in the case of transfers, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

### **Property Interests of Government Agencies; Federal Deposit Insurance Corporation**

The County's ability to collect interest and penalties specified by State law and to foreclose the lien of a delinquent Special Tax payment may be limited in certain respects with regard to properties in which the Internal Revenue Service, the Drug Enforcement Agency, the Federal Deposit Insurance Corporation (the "FDIC") or other similar federal agencies has or obtains an interest.

General. The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding." The foregoing is generally interpreted to mean that, unless the United States Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including the Special Taxes), the applicable State and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments. Moreover, unless the United States Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* 597 F.2d 174 (9th Cir. 1979), the United States Court of Appeal, Ninth Circuit (the "Ninth Circuit"), held that FNMA is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The County has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2015 Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the Improvement Area is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the County to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that real property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its proper tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non ad valorem taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Law and a special tax formula which determines the special tax due each year, are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a

ruling on August 28, 2001 in which it determined that the FDIC, as a federal agency, is exempt from special taxes levied pursuant to the Law.

The County is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to a parcel in which the FDIC has an interest, although prohibiting the lien of the FDIC to be foreclosed on at a judicial foreclosure sale would likely reduce the number of or eliminate the persons willing to purchase such a parcel at a foreclosure sale. Owners of the 2015 Bonds should assume that the District will be unable to foreclose on any parcel owned by the FDIC. Such an outcome could cause a draw on the Reserve Fund and perhaps, ultimately, a default in payment of the 2015 Bonds. The District has not undertaken to determine whether the FDIC currently has, or is likely to acquire, any interest in any of the parcels, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2015 Bonds are outstanding.

#### **No Acceleration Provision**

The 2015 Bonds and the Fiscal Agent Agreement do not contain a provision allowing for the acceleration of the 2015 Bonds in the event of a payment default or other default under the terms of the 2015 Bonds or the Fiscal Agent Agreement or in the event interest on the 2015 Bonds becomes included in gross income for federal income tax purposes.

#### **Taxability Risk**

As discussed herein under the caption "TAX MATTERS," interest on the 2015 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the 2015 Bonds were issued, as a result of future acts or omissions of the County in violation of its covenants in the Fiscal Agent Agreement. There is no provision in the 2015 Bonds or the Fiscal Agent Agreement for special redemption or acceleration or for the payment of additional interest should such an event of taxability occur, and the 2015 Bonds will remain outstanding until maturity or until redeemed under one of the redemption provisions contained in the Fiscal Agent Agreement.

In addition, as discussed under the caption "TAX MATTERS," Congress is or may be considering in the future legislative proposals, including some that carry retroactive effective dates, that, if enacted, would alter or eliminate the exclusion from gross income for federal income tax purposes of interest on municipal bonds, such as the 2015 Bonds. Prospective purchasers of the 2015 Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. The County can provide no assurance that federal tax law will not change while the 2015 Bonds are outstanding or that any such changes will not adversely affect the exclusion of interest on the 2015 Bonds from gross income for federal income tax purposes. If the exclusion of interest on the 2015 Bonds from gross income for federal income tax purposes were amended or eliminated, it is likely that the market price for the 2015 Bonds would be adversely impacted.

#### **Enforceability of Remedies**

The remedies available to the Fiscal Agent and the registered owners of the 2015 Bonds upon a default under the Fiscal Agent Agreement or any other document described in this Official Statement are in many respects dependent upon regulatory and judicial actions that are often subject to discretion and delay. Under existing law and judicial decisions, the remedies provided for under such documents may not be readily available or may be limited. Any legal opinions to be delivered concurrently with the issuance of the 2015 Bonds will be qualified to the extent that the enforceability of the legal documents with respect to the 2015 Bonds is



subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion. A California court may not strictly apply certain remedies or enforce certain covenants if it concludes that application or enforcement would be unreasonable under the circumstances and it may delay the application of such remedies and enforcement.

### **No Secondary Market**

No representation is made concerning any secondary market for the 2015 Bonds. There can be no assurance that any secondary market will develop for the 2015 Bonds. Investors should understand the long-term and economic aspects of an investment in the 2015 Bonds and should assume that they will have to bear the economic risks of their investment to maturity. An investment in the 2015 Bonds may be unsuitable for any investor not able to hold the 2015 Bonds to maturity.

### **Proposition 218**

An initiative measure entitled the "Right to Vote on Taxes Act" (the "**Initiative**") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Article XIIC and Article XIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Provisions of the Initiative have been and will continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes otherwise available to the Improvement Area to pay the principal of and interest on the 2015 Bonds as described below.

Among other things, Section 3 of Article XIIC states, "...the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure, which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, the Governor of the State signed a bill into law enacting Government Code Section 5854, which states that:

Section 3 of Article XIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that Article XIIC has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the 2015 Bonds.

It may be possible, however, for voters or the Board of Supervisors acting as the legislative body of the Improvement Area to reduce the Special Taxes in a manner that does not



interfere with the timely repayment of the 2015 Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the 2015 Bonds. Therefore, no assurance can be given with respect to the levy of Special Taxes for Administrative Expenses (as defined in the Fiscal Agent Agreement). Nevertheless, the County has covenanted that it will not consent to, 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 2015 Bonds in such fiscal year, plus a reasonable estimate of Administrative Expenses for such fiscal year. However, no assurance can be given as to the enforceability of the foregoing covenant.

The interpretation and application of Article XIIC and Article XIID will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See “– Enforceability of Remedies.”

### **Ballot Initiatives**

Articles XIIC and XIID of the California Constitution were adopted pursuant to measures qualified for the ballot pursuant to California’s constitutional initiative process, and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. On March 6, 1995 in the case of Rossi v. Brown, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the legislature. The adoption of any such initiative or legislation might place limitations on the ability of the State, the County, or local Improvement Areas to increase revenues or to increase appropriations.

### **IRS Audit of Tax-Exempt Bond Issues**

The Internal Revenue Service has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2015 Bonds will be selected for audit by the Internal Revenue Service. It is also possible that the market value of the 2015 Bonds might be affected as a result of such an audit of the 2015 Bonds (or by an audit of similar bonds).

### **Recent Court Action Involving Landowner – Voted Special Tax District**

On August 1, 2014, in a decision in *City of San Diego. v. Melvin Shapiro*, an Appellate Court invalidated an election held by the City of San Diego (the term “City” as used in this paragraph and the next paragraph means the City of San Diego) to authorize the levying of special taxes on hotels City-wide pursuant to a City charter ordinance creating a convention center facilities district (the “CCFD”) much like a community facilities district established under the provisions of the Act. While the CCFD is comprised of all of the real property in the entire City, the special tax was to be levied only on hotel properties located within the CCFD. At the election to authorize such special tax, the electorate was defined to consist solely of (a) the owners of real property in the City on which a hotel is located, and (b) the lessees of real property owned by a governmental entity on which a hotel is located. Such approach to determining who would constitute the qualified electors of the CCFD was based on Section 53326(c) of the Law, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The

Court held that such landowners and lessees are neither “qualified electors” of the City for purposes of Articles XIII A, Section 4 of the California Constitution, nor a proper “electorate” under Article XIII C, Section 2(d) of the California Constitution.

The Court specifically noted that the decision did not require the Court to consider the distinct question of whether landowner voting to impose special taxes under Section 53326(b) of the Act (which was the nature of the voter approval through which the District was formed, as the developers of land in the three improvement areas of the District were the sole owners of the land in the District at the time of the District formation) violates the California Constitution in districts that lack sufficient registered voters to conduct an election among registered voters. In the case of the CCFD, at the time of the election all of the registered voters in the City were within the CCFD. With respect to the District, there were no registered voters within the District at the time of the election to authorize the Special Tax and issuance of bonds by the District. Thus, by its terms, the Court’s holding does not apply to the formation and Special Tax election in the District.

Moreover, Section 53341 of the Act provides that any “action or proceeding to attack, review, set aside, void or annul the levy of a special tax...shall be commenced within 30 days after the special tax is approved by the voters.” Similarly, Section 53359 of the Law requires that any action to determine the validity of bonds issued pursuant to the Law be brought within 30 days of the voters approving the issuance of such bonds. Also, Section 860 et seq. of the California Code of Civil Procedure effectively provides that any legal challenge to the 2015 Bonds and the Fiscal Agent Agreement be filed within 60 days of the date the Fiscal Agent Agreement and the 2015 Bonds were approved by the Board of Supervisors. The landowners in the Improvement Area, as the sole qualified electors in the Improvement Area at the time, approved the Special Tax and the issuance of bonds for the Improvement Area on January 15, 2008; and the 2015 Bonds were authorized to be issued and the Fiscal Agent Agreement and the 2015 Bonds were approved by Resolution No. 2014-105 adopted by the Board of Supervisors, as the legislative body of the District, on October 28, 2014. The County is not aware of any action being filed challenging the formation of the District, the designation of the Improvement Area, the authority to levy the Special Tax on property in the Improvement Area, or the validity or enforceability of the Fiscal Agent Agreement or the 2015 Bonds. See “NO LITIGATION.” Given the foregoing, the County believes that no successful challenge to the levy of the Special Tax in the Improvement Area or the issuance or validity of the 2015 Bonds may now be brought.

## **TAX MATTERS**

Federal tax law contains a number of requirements and restrictions which apply to the 2015 Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The County has covenanted in the Fiscal Agent Agreement to comply with all requirements that must be satisfied in order for the interest on the 2015 Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the 2015 Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2015 Bonds.

Subject to the County’s compliance with the above-referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Bond Counsel, interest on the 2015 Bonds (i) is excludable from the gross income of the owners thereof for federal income tax purposes, and (ii) is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but interest on the 2015 Bonds is taken into account, however,

in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the County with respect to certain material facts within the County's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

The Internal Revenue Code of 1986, as amended (the "**Code**"), includes provisions for an alternative minimum tax ("**AMT**") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("**AMTI**"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "**Adjusted current earnings**" would include certain tax-exempt interest, including interest on the 2015 Bonds.

Ownership of the 2015 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the 2015 Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "**Issue Price**") for each maturity of the 2015 Bonds is the price at which a substantial amount of such maturity of the 2015 Bonds is first sold to the public. The Issue Price of a maturity of the 2015 Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page of this Official Statement.

If the Issue Price of a maturity of the 2015 Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the 2015 Bonds (the "**OID 2015 Bonds**") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID 2015 Bond in the initial public offering at the Issue Price for such maturity and who holds such OID 2015 Bond to its stated maturity, subject to the condition that the County comply with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID 2015 Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID 2015 Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of OID 2015 Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID 2015 Bonds.

Owners of 2015 Bonds who dispose of 2015 Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase 2015 Bonds in the initial public offering, but at a

price different from the Issue Price or purchase 2015 Bonds subsequent to the initial public offering should consult their own tax advisors.

If a 2015 Bond is purchased at any time for a price that is less than the 2015 Bond's stated redemption price at maturity or, in the case of an OID 2015 Bond, its Issue Price plus accreted original issue discount reduced by payments of interest included in the computation of original issue discount and previously paid (the "**Revised Issue Price**"), the purchaser will be treated as having purchased a 2015 Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a 2015 Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID 2015 Bond for a price that is less than its Revised Issue Price even if the purchase price exceeds par. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such 2015 Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the 2015 Bonds.

An investor may purchase a 2015 Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "**bond premium**" and must be amortized by an investor on a constant yield basis over the remaining term of the 2015 Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the 2015 Bond. Investors who purchase a 2015 Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the 2015 Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the 2015 Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the 2015 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the 2015 Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "**Service**") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the 2015 Bonds. If an audit is commenced, under current procedures the Service may treat the County as a taxpayer and the 2015 Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the 2015 Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the 2015 Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any 2015 Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any 2015 Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the 2015 Bonds is exempt from California personal income taxes.

Ownership of the 2015 Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the 2015 Bonds. Prospective purchasers of the 2015 Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the final opinion that Bond Counsel expects to deliver upon issuance of the 2015 Bonds is set forth in Appendix D.

#### **LEGAL MATTERS**

Concurrent with the issuance of the 2015 Bonds, Quint & Thimmig LLP, San Francisco, California, Bond Counsel, will render its opinion substantially in the form set forth in Appendix D to this Official Statement. Quint & Thimmig LLP, San Francisco, also is acting as Disclosure Counsel to the County with respect to the 2015 Bonds. Certain legal matters will be passed upon for the County and the District by the County Counsel. Certain legal matters related to the 2015 Bonds will be passed upon for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, acting as Underwriter's Counsel, and for the Developer by Hefner, Stark & Marois, LLP, Sacramento, California, acting as counsel to the Developer. Payment of the fees and expenses of Bond and Disclosure Counsel, and of Underwriter's Counsel, is contingent on the issuance of the 2015 Bonds.

#### **FINANCIAL ADVISOR**

The County has retained Fieldman, Rolapp & Associates, Irvine, California, as Financial Advisor in connection with the issuance of the 2015 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Financial Advisor is an independent financial advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. Compensation paid to the Financial Advisor is contingent upon the successful issuance of the 2015 Bonds.

#### **NO RATING**

The County has not made, and does not intend to make, any application to any rating agency for the assignment of a rating to the 2015 Bonds.

#### **NO LITIGATION**

The County is not aware of any pending or threatened litigation challenging the validity of the 2015 Bonds, the Special Taxes securing the 2015 Bonds, or any action taken by the County in connection with the formation of the District, the designation of the Improvement Area, the levying of the Special Taxes or the issuance of the 2015 Bonds.

#### **UNDERWRITING**

The 2015 Bonds are being purchased through negotiation by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"). The Underwriter agreed to purchase the 2015 Bonds at a price of \$\_\_\_\_\_ (which is equal to the par amount of the 2015 Bonds, plus a net original issue premium of \$\_\_\_\_\_, and less an underwriter's discount of \$\_\_\_\_\_). The

initial public offering prices set forth on the inside cover page may be changed by the Underwriter. The Underwriter may offer and sell the 2015 Bonds to certain dealers and others at prices lower than the public offering prices set forth on the inside cover page hereof.

### **CONTINUING DISCLOSURE**

The County and the Developer each have agreed for the benefit of the Owners of the 2015 Bonds, in separate Continuing Disclosure Agreements, to provide annually certain financial information and operating data, and to provide notices of the occurrence of certain enumerated events. In addition, the Developer has agreed to provide mid-year reports with certain limited information. See Appendix E – Forms of Continuing Disclosure Certificates.

The covenants in the Continuing Disclosure Agreements have been made by the County and the Developer in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”). A failure by the County or the Developer to comply with its respective confirming disclosure obligations will not constitute a default under the Fiscal Agent Agreement. However, the Continuing Disclosure Agreements provide that, in the event of a failure of the County or the Developer, as applicable, to comply with any provision of their respective Continuing Disclosure Agreement, any 2015 Bond owner, any Beneficial Owner or the Underwriter may seek specific performance by court order to cause it to comply with its obligations under its respective Continuing Disclosure Agreement.

The Developer’s obligation to provide continuing annual, mid-year and significant event disclosure will terminate if and when the Developer is no longer the owner of property in the Improvement Area that is subject to twenty percent (20%) or more of the Special Tax levy for the then current fiscal year.

The County has advised that during the past five years, the County and its related entities have never failed to comply in all material respects with previous continuing disclosure undertakings pursuant to the Rule, except as follows:\_\_\_\_\_.

The Developer has advised the County that the Developer has not failed in the previous five years to comply in all material respects with any continuing disclosure obligations it has under the Rule.

### **MISCELLANEOUS**

Included herein are brief summaries of certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the County or the District and the purchasers or Owners of any of the 2015 Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Board of Supervisors.

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

By: \_\_\_\_\_  
County Administrator,  
County of Yuba, California

## APPENDIX A

### GENERAL INFORMATION ABOUT THE COUNTY OF YUBA

*The information in this section of the Official Statement is presented as general background data. The 2015 Bonds are payable solely from the Special Tax Revenues and amounts held in certain funds under the Fiscal Agent Agreement, as described in the Official Statement.*

#### General

Yuba County is located in California's Central Valley along the Feather River. Yuba County was one of the original counties of California, formed in 1850 at the time of statehood. According to the U.S. Census Bureau, the county has a total area of 644 square miles (1,670 km<sup>2</sup>), of which 632 square miles (1,640 km<sup>2</sup>) is land and 12 square miles (31 km<sup>2</sup>) (1.9%) is water. It is the fifth-smallest county in California by total area. National protected areas within Yuba County include portions of the Plumas National Forest and the Tahoe National Forest.

A portion of the county, where Marysville (the county seat) and most of the population lives, is west of the mountains on the valley floor. There is a great deal of agriculture business in this part of the county, especially fruit orchards, rice fields, and cattle grazing.

#### Population

The table below summarizes population of the County and the State for the past five years.

**POPULATION**  
**Yuba County and California**

<u>Year</u>	<u>Yuba County</u>	<u>California</u>
2010	72,155	37,253,956
2011	72,316	37,427,946
2012	72,642	37,668,804
2013	73,278	37,984,138
2014	73,682	38,340,074

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2011-2014, with 2010 Census Benchmark. Sacramento, California, May 2014. Dates as of January 1 of each year except 2010 which is measured as of April 1.



## Employment

The following table summarizes the historical numbers of workers by industry in Yuba County for the last five years:

<b>YUBA COUNTY</b> <b>Labor Force and Industry Employment</b> <b>Annual Averages by Industry</b>					
	2009	2010	2011	2012	2013 <sup>(1)</sup>
Total, All Industries	15,600	15,100	15,500	16,600	16,700
Total Farm	900	900	1,000	900	900
Total Nonfarm	14,700	14,200	14,500	15,700	15,900
Goods Producing	1,300	1,200	1,200	2,000	2,000
Mining, Logging and Construction	700	700	700	1,400	1,400
Manufacturing	600	500	500	600	600
Service Providing	13,400	13,000	13,400	13,700	13,800
Trade, Transportation & Utilities	2,000	2,000	2,000	2,100	2,200
Information	200	200	200	200	200
Financial Activities	300	300	300	300	300
Professional & Business Services	800	800	900	900	900
Educational & Health Services	2,500	2,600	2,500	2,700	2,700
Leisure & Hospitality	1,100	1,100	1,200	1,300	1,400
Other Services	300	300	300	400	400
Government	6,200	5,700	6,000	5,900	5,700

Source: California Employment Development Department Industry Employment & Labor Force - by Annual Average, based on March 2013 benchmark.

(1) Last available full year data.

\*Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households, and persons involved in labor/management trade disputes. Employment reported by place of work. Items may not add to totals due to independent rounding.

The following tables summarize historical employment and unemployment for Yuba County, the State of California and the United States for the past five years:

**YUBA COUNTY, CALIFORNIA, AND UNITED STATES  
Civilian Labor Force, Employment, and Unemployment  
(Annual Averages)**

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate <sup>(1)</sup>
2009	Yuba County	28,400	23,500	4,900	17.2%
	California	18,208,300	16,144,500	2,063,900	11.3
	United States	154,142,000	139,877,000	14,265,000	9.3
2010	Yuba County	28,100	22,700	5,400	19.1%
	California	18,316,400	16,051,500	2,264,900	12.4
	United States	153,889,000	139,064,000	14,825,000	9.6
2011	Yuba County	28,000	22,900	5,100	18.3%
	California	18,384,900	16,226,600	2,158,300	11.7
	United States	153,617,000	139,869,000	13,747,000	8.9
2012	Yuba County	27,900	23,200	4,700	16.8%
	California	18,494,900	16,560,300	1,934,500	10.5
	United States	154,975,000	142,469,000	12,506,000	8.1
2013	Yuba County	27,100	23,300	3,800	14.0%
	California	18,596,800	16,933,300	1,663,500	8.9
	United States	155,389,000	143,929,000	11,460,000	7.4

Source: California Employment Development Department Industry Employment & Labor Force - by Annual Average, based on March 2013 benchmark and US Department of Labor, Federal Bureau of Labor Statistics

(1) The unemployment rate is computed from unrounded data, therefore, it may differ from rates computed from rounded figures available in this table.

## Major Employers

The table below sets forth the principal employers of the County in alphabetical order.

### YUBA COUNTY 2014 Principal Employers

Employer Name	Location	Industry
Appeal Democrat	Marysville	Newspapers (Publishers/Mfrs)
Beale Air Force Base	Beale AFB	Military Bases
Bishop's Pumpkin Farm	Wheatland	Fruits & Vegetables & Produce-Retail
Comprehensive Security Svc Inc	Marysville	Security Guard & Patrol Service
Golden West Aviation Assn Inc	Marysville	Organizations
Haycart Custom Farming Inc	Plumas Lake	Farming Service
Linda Elementary School	Marysville	Schools
Lindhurst High School	Olivehurst	Schools
Lone Tree School Kitchen	Beale AFB	Schools
Marysville Care & Rehab Ctr	Marysville	Nursing & Convalescent Homes
Marysville School District	Marysville	Schools
Pacific Gas & Electric Co	Marysville	Electric Companies
Pacific Gas & Electric Co	Marysville	Electric Companies
Pacific Gas & Electric Co	Marysville	Electric Companies
Pacific Gas & Electric Co	Marysville	Electric Companies
Recology Yuba-Sutter	Marysville	Garbage Collection
Richard R Wilbur Ranch	Marysville	Ranches
Rideout Regional Medical Ctr	Marysville	Hospitals
Shoei Foods USA Inc	Olivehurst	Food Products-Retail
Sierra Kiwi Inc	Marysville	Fruits & Vegetables-Growers & Shippers
Transportation Department	Marysville	State Government-Transportation Programs
Transportation Dept-Equipment	Marysville	State Government-Transportation Programs
US Post Office	Marysville	Post Offices
Walmart Supercenter	Marysville	Department Stores
Yuba County Health & Human Svc	Marysville	County Government-Social/Human Resources

Source: California Employment Development Department – Major Employers by County. Data retrieved October 9, 2014.

## Construction Activity

The following tables reflect the five-year history of building permit valuation for the County:

### YUBA COUNTY Building Permits and Valuation (Dollars in Thousands)

	2009	2010	2011	2012	2013
<b>Permit Valuation:</b>					
New Single-family	\$ 14,145	\$ 8,748	\$ 10,149	\$ 11,670	\$ 16,318
New Multi-family	214	-	-	-	6,875
Res. Alterations/Additions	2,531	2,794	3,982	1,625	3,203
Total Residential	16,891	11,542	14,131	13,295	26,397
Total Nonresidential	4,962	3,690	13,855	19,677	57,005
Total All Building	\$ 21,853	\$ 15,233	\$ 27,986	\$ 32,973	\$ 83,403
<b>New Dwelling Units:</b>					
Single Family	107	60	68	75	99
Multiple Family	2	-	-	-	48
Total	109	60	68	75	147

Sources: Construction Industry Research Board: "Building Permit Summary."

Note: Totals may not add due to independent rounding.

## Median Household Income

The following table summarizes the median household effective buying income for the County, the State of California and the nation for the past five years.

### YUBA COUNTY, CALIFORNIA AND UNITED STATES Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2009	Yuba County	\$ 1,202,023	\$ 37,891
	California	844,823,319	49,736
	United States	6,571,536,768	43,252
2010	Yuba County	\$ 1,106,293	\$ 34,836
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	Yuba County	\$ 1,097,820	\$ 34,935
	California	814,578,457	47,062
	United States	6,438,704,663	41,253
2012	Yuba County	\$ 1,149,160	\$ 38,161
	California	864,088,827	47,307
	United States	6,737,867,730	41,358
2013	Yuba County	\$ 1,065,205	\$ 36,860
	California	858,676,636	48,340
	United States	6,982,757,379	43,715

Source: The Nielsen Company (US), Inc.

## APPENDIX B

### IMPROVEMENT AREA A OF THE COUNTY OF YUBA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (ORCHARD/MONTROSE PUBLIC IMPROVEMENTS)

#### AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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A Special Tax applicable to each Assessor's Parcel in Improvement Area A of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) shall be levied and collected according to the tax liability determined by the Board of Supervisors of the County of Yuba or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area A, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

#### **A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the actual or reasonably estimated costs to the County or Improvement Area A (or both), or any designee thereof directly related to the administration of Improvement Area A including, but not limited to, the following: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules; the costs of collecting the Special Taxes; the costs of remitting the Special Taxes to the fiscal agent or trustee; the costs of the fiscal agent or trustee (including legal counsel) in the discharge of the duties required of it under the Bond indenture or other legal document authorizing the issuance of Bonds; the costs of complying with arbitrage rebate requirements; the costs of providing continuing disclosure; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs related to any appeal of the levy or application of the Special Tax; and the costs associated with the release of funds from an escrow account, if any. Administrative Expenses shall also include amounts estimated or advanced by the County or Improvement Area A for any other administrative purposes of Improvement Area A, including, but not limited to, attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Administrator"** means the person or firm designated by the County to administer the Special Taxes according to this Amended and Restated Rate and Method of Apportionment of Special Tax.

**"Assessor's Parcel" or "Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the County Assessor designating parcels by Assessor's Parcel number.

**"Authorized Facilities"** means those facilities that are authorized to be funded by the CFD.

**"Board"** means the County of Yuba Board of Supervisors.

**"Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued, insured, or assumed by Improvement Area A.

**"Buildable Lot"** means an individual lot within a Final Map for which a building permit may be issued without further subdivision of such lot.

**"Capitalized Interest"** means funds in a capitalized interest account available to pay interest on Bonds.

**"CFD" or "CFD No. 2005-1"** means the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements).

**"Commercial Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a building to be used for a commercial venture permitted within the County's commercial zoning codes.

**"County"** means the County of Yuba.

**"Developed Property"** means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit for new construction was issued on or prior to June 30 of the preceding Fiscal Year.

**"Excess Commercial Property"** means the acres of Commercial Property that exceed the acreage exempted in Section G below. In any Fiscal Year in which a Special Tax must be levied on Excess Commercial Property pursuant to Step 3 in Section E below, Excess Commercial Property shall be those Assessor's Parcel(s) in Improvement Area A that most recently became Commercial Property based on the dates on which building permits were issued creating such Commercial Property.

**"Excess Public Property"** means the acres of Public Property that exceed the acreage exempted in Section G below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 4 in Section E below, Excess Public Property shall be those Assessor's Parcel(s) in Improvement Area A that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

**"Expected Maximum Special Tax Revenue"** means the expected aggregate Maximum Special Tax revenue that can be collected from all property within Improvement Area A. The Expected Maximum Special Tax Revenue at the time of the Resolution of Change is shown in Attachment 1 of this Amended and Restated Rate and Method of Apportionment of Special Tax and may be reduced due to prepayments or land use changes, as permitted in Section D below.

**"Expected Residential Lot Count"** means, for Improvement Area A, 301 Buildable Lots of Single Family Residential Property.

**"Final Bond Sale"** means the last series of Bonds issued by Improvement Area A, which issuance shall generally use up the remaining capacity available from the Maximum Special Tax revenues that can be generated within Improvement Area A.

**"Final Map"** means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates Buildable Lots.

**"Fiscal Year"** means the period starting July 1 and ending on the following June 30.

**"Improvement Area A"** means Improvement Area A of CFD No. 2005-1.

**"Maximum Special Tax"** means the greatest amount of Special Tax that can be levied on an Assessor's Parcel in any Fiscal Year determined in accordance with Sections C and D below.

**"Other Property"** means, in any Fiscal Year, all Parcels of Developed Property within the boundaries of Improvement Area A that are not Commercial Property or Single Family Residential Property.

**"Proportionately"** means, for Developed Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property within Improvement Area A. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property within Improvement Area A.

**"Public Property"** means any Assessor's Parcels within the boundaries of Improvement Area A that are owned by the United States of America, the State of California, the County, or other local governments or public agencies.

**"Residential Unit"** means an individual single-family detached, half-plex, duplex, triplex, fourplex, townhome, or condominium "Resolution of Change" means the resolution adopted by the Board on October 2, 2007 with respect to, among other matters, the alteration of the rate and method of apportionment of special tax for Improvement Area A.

**"Single Family Residential Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of one or more Residential Units that are offered as for-sale units. "Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

**"Special Tax Requirement"** means the amount necessary in any Fiscal Year to: (i) pay principal and interest on the Bonds, (ii) create and/or replenish reserve funds for the Bonds; (iii) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes within Improvement Area A, are expected to occur in the Fiscal Year in which the tax will be collected; (iv) pay Administrative Expenses, and (v) pay Authorized Facilities to be funded directly from Special Tax proceeds so long as a Special Tax is not levied for such purpose on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to be applied against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds received by CFD No. 2005-1 from the collection of penalties associated with delinquent Special Taxes in Improvement Area A; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of Improvement Area A which are not exempt from the Special Tax pursuant to law or Section G below.

**“Undeveloped Property”** means, in any Fiscal Year, all Parcels of Taxable Property within Improvement Area A that are not Developed Property.

**B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAXES**

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for Taxable Property within Improvement Area A. The Administrator shall then (i) categorize each Parcel of Taxable Property as Developed Property or Undeveloped Property, (ii) categorize Developed Property as Single Family Residential Property, Commercial Property, or Other Property, (iii) determine if there is Excess Commercial Property or Excess Public Property, and (iv) determine the Special Tax Requirement.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in Improvement Area A was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels Improvement Area A of County of Yuba CFD No. 2005-1 5 August 13, 2007 meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the master Assessor’s Parcel that was subdivided by recordation of the Assessor’s Parcel Map.

**C. MAXIMUM SPECIAL TAXES**

***1. Developed Property***

The following Maximum Special Tax rates shall apply to all Parcels of Developed Property within Improvement Area A for each Fiscal Year in which the Special Taxes are collected:

**TABLE 1  
Developed Property  
Maximum Special Taxes**

<b>Land Use Category</b>	<b>Maximum Special Tax</b>
Single Family Residential Property	\$1,550 per Residential Unit
Other Property	\$11,196 per Acre

\* Reduced to \$825 per Residential Unit by action of the Board of Supervisors on October 7, 2014. See “THE IMPROVEMENT AREA – History of the Improvement Area” in the text of this Official Statement.

***The Maximum Special Tax for a Parcel shall not change once a Parcel is classified as Developed Property.***

***2. Undeveloped Property***

The Maximum Special Tax for Parcels of Undeveloped Property within Improvement Area A shall be \$11,196 per Acre.



#### D. BACK-UP SPECIAL TAX FORMULA

The Maximum Special Taxes set forth in Table 1 above are calculated based on the Expected Residential Lot Count. If, prior to the Final Bond Sale, a change to the Expected Residential Lot Count (a "Land Use Change") is proposed that will result in a reduction in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D as long as the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below the amount committed to in the Bond documents. Upon approval of the Land Use Change, the Administrator shall update Attachment 1 to show the reduced Expected Maximum Special Tax Revenues, and the reduced Expected Maximum Special Tax Revenues shall be the amount used to determine the amount of the Final Bond Sale.

If a Land Use Change is proposed *after the Final Bond Sale*, the following steps shall be applied:

- Step 1:** By reference to Attachment 1 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D), the Administrator shall identify the Expected Maximum Special Tax Revenues for Improvement Area A;
- Step 2:** The Administrator shall calculate the Maximum Special Tax revenues that could be collected from property in Improvement Area A if the Land Use Change is approved;
- Step 3:** If the amount determined in Step 2 is more than that calculated in Step 1, the Land Use Change may be approved without further action. If the revenues calculated in Step 2 are less than those calculated in Step 1, and if:
  - (a) The landowner does not withdraw the request for the Land Use Change that was submitted to the County; **then**
  - (b) Before approval of the Land Use Change, the landowner requesting the Land Use Change must prepay a portion of the Special Tax for Improvement Area A in an amount that corresponds to the lost Maximum Special Tax revenue, as determined by applying the steps set forth in Section H below.

If the prepayment required pursuant to step (b) above is not received by the County at the earlier of (i) 30 days after approval of the Land Use Change or (ii) by July 1 of the Fiscal Year following the Fiscal Year in which the Land Use Change was approved, the amount of the prepayment required pursuant to Step 3.b shall be allocated on a per acre basis and included on the next property tax bill for all Parcels of Taxable Property within the property affected by the Land Use Change that are still owned by the landowner or an entity of which the landowner is a part. If the landowner is no longer an owner of any Parcel within the Land Use Change area, the required prepayment shall be allocated on a per-acre basis to all Parcels of Taxable Property within the area affected by the Land Use Change. The amount allocated to each Assessor's Parcel shall be added to and, until paid, shall be a part of, the Maximum Special Tax for the Assessor's Parcel.

If multiple Land Use Changes are proposed at one time (which may include approval of multiple Final Maps at one time), the Administrator may consider the combined effect of all the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenue that

necessitates implementation of Step 3.b. If, based on this comprehensive analysis, the Administrator determines that there is a reduction in Expected Maximum Special Tax Revenue, the Administrator shall determine the required prepayment (pursuant to Section H) by analyzing the combined impact of all of the proposed Land Use Changes.

Notwithstanding the foregoing, if the Administrator analyzes the combined impacts of multiple Land Use Changes, and the County subsequently does not approve one or more of the Land Use Changes that was proposed, the Administrator shall once again apply the three steps set forth above to determine the combined impact of those Land Use Changes.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, to review Final Maps and to make certain calculations are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider or owner of property any right to receive notice of the potential impact of a Land Use Change on the Special Tax applicable to a Parcel; and each developer, subdivider or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

**E. METHOD OF LEVY OF THE SPECIAL TAX**

Commencing with Fiscal Year 2008-09 and for each following Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. The Special Tax shall then be levied according to the following steps:

- Step 1:* The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for such Fiscal Year until the amount levied on Developed Property is equal to the Special Tax Requirement prior to applying Capitalized Interest;
- Step 2:* If additional revenue is needed to satisfy the Special Tax Requirement after Step 1 and after applying Capitalized Interest to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.2;
- Step 3:* If additional revenue is needed to satisfy the Special Tax Requirement after applying the first two steps, the Special Tax shall be levied Proportionately on each Parcel of Excess Commercial Property up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year;
- Step 4:* If additional revenue is needed to satisfy the Special Tax Requirement after applying the first three steps, the Special Tax shall be levied proportionately on each Parcel of Excess Public Property, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year.

**F. MANNER OF COLLECTION OF THE SPECIAL TAX**

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the County may directly bill the Special Taxes, may

collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on the Bonds have been repaid, costs of constructing or acquiring Authorized Facilities from Special Tax proceeds have been paid and all Administrative Expenses have been reimbursed. However, in no event shall a Special Tax be levied after Fiscal Year 2040-2041\*. Under no circumstances may the Special Tax on a Parcel of Developed Property be increased by more than ten percent (10%) as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels in Improvement Area A.

#### **G. EXEMPTIONS**

Notwithstanding any other provision of this Amended and Restated Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on up to 22.35 Acres of Public Property. A Special Tax may be levied on Excess Public Property pursuant to Step 4 of Section E; however, a public agency may require that the Special Tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section H below. No Special Tax shall be levied on up to 3.44 Acres of Commercial Property, although a Special Tax may be levied on Excess Commercial Property pursuant to Step 3 of Section E. In addition, no Special Tax shall be levied in any Fiscal Year on Parcels that have fully prepaid the Special Tax obligation pursuant to the formula set forth in Section H.

#### **H. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section H:

**“Construction Fund”** means an account specifically identified in the Indenture to hold funds which are available to acquire or construct Authorized Facilities.

**“Future Facilities Cost”** means the Public Facilities Requirement (as defined below) minus public facility costs funded by Previously Issued Bonds (as defined below), interest earnings on the construction fund actually earned prior to the date of prepayment, Special Taxes, developer equity, and/or any other source of funding.

**“Indenture”** means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Outstanding Bonds”** means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding, that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of “Outstanding Bonds” for purposes of the prepayment formula.

**“Previously Issued Bonds”** means all Bonds that have been issued for Improvement Area A prior to the date of prepayment.

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\* As determined by the Board of Supervisors by Resolution No. 2014-97 adopted on October 7, 2014. See “THE IMPROVEMENT AREA – History of the Improvement Area” in the text of this Official Statement.

**"Public Facilities Requirement"** means either \$4,800,000 in 2007 dollars, which shall increase on January 1, 2008, and on each January 1 thereafter by the percentage increase, if any, in the construction cost index for the San Francisco region for the prior twelve (12) month period as published in the Engineering News Record or other comparable source if the Engineering News Record is discontinued or otherwise not available, or such other number as shall be determined by the Administrator to be an appropriate estimate of the net construction proceeds that will be generated from all Bonds that have been or are expected to be issued on behalf of Improvement Area A. The Public Facilities Requirements shown above may be adjusted or separate Public Facilities Requirements identified each time property annexes into Improvement Area A; at no time shall the added Public Facilities Requirement for that annexation area exceed the amount of public improvement costs that are expected to be supportable by the Maximum Special Tax revenues generated within that annexation area.

### **1. Full Prepayment of Special Tax Obligation**

The Special Tax obligation applicable to an Assessor's Parcel in Improvement Area A may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the County with written notice of intent to prepay. Within 30 days of receipt of such written notice, the County or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel. Prepayment must be made not less than 75 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus:	Future Facilities Amount
plus:	Redemption Premium
plus:	Defeasance Requirement
plus:	Administrative Fees and Expenses
minus:	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Determine the greater of (i) the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the County, or (ii) the Maximum Special Tax that could be collected from the Parcel at buildout based on anticipated land uses at the time the prepayment is calculated.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the lesser of (i) the Maximum Special Tax revenues that could be collected in that Fiscal Year from property in Improvement Area A, or (ii) the Maximum Special Tax revenues that could be generated at buildout of property in Improvement Area A based on anticipated land uses at the time the prepayment is calculated.

- Step 3.* Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the “**Bond Redemption Amount**”).
- Step 4.* Compute the current Future Facilities Costs.
- Step 5.* Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Future Facilities Costs to be prepaid (the “**Future Facilities Amount**”).
- Step 6.* Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the “**Redemption Premium**”).
- Step 7.* Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds Improvement
- Step 8.* Compute the amount of interest the County reasonably expects to derive from the reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9.* Take the amount computed pursuant to Step 7 and subtract the amount computed pursuant to Step 8 (the “**Defeasance Requirement**”).
- Step 10.* Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “**Administrative Fees and Expenses**”).
- Step 11.* If and to the extent so provided in the Indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be calculated as a reduction, if any, in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “**Reserve Fund Credit**”).
- Step 12.* The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the “**Prepayment Amount**”).
- Step 13.* The amounts computed pursuant to Steps 3, 6, and 9, less the amount computed pursuant to Step 11, shall be deposited in the appropriate fund established under the Indenture and used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited in the Construction Fund, and the amount determined in Step 10 shall be deposited in the fund established to pay Administrative Expenses.

With respect to any Parcel that prepays its Special Tax obligation, the Administrator shall cause a notice to be recorded in compliance with the Act to release the Special Tax lien on such Parcel, and the obligation of such Parcel to pay the Special Tax shall cease.

## ***2. Partial Prepayment of Special Tax Obligation***

A partial prepayment of the Special Tax obligation may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of the full prepayment that the partial prepayment represents, all as determined by or at the direction of the Administrator.

The property owner requesting to make a partial prepayment shall provide the County with written notice of his/her intent to partially prepay the Special Tax obligation and shall identify the percentage of such obligation that is intended to be prepaid. Within 30 days of receipt of such written notice, the County shall notify such owner of the partial prepayment amount, which must be received not less than 75 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

Once the sum of the partial prepayments for the applicable Parcels in Improvement Area A has been received by the County, the Maximum Special Taxes shall be reduced by the same percentage by which the Special Tax obligation was reduced. The Administrator shall record an amended Notice of Special Tax lien against those Parcels within Improvement Area A that has partially prepaid identifying the reduced Maximum Special Tax rates that resulted from the partial prepayment.

### **I. INTERPRETATION OF SPECIAL TAX FORMULA**

The County reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the County's discretion. Interpretations may be made by the County by resolution of the Board for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

### **J. APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

**ATTACHMENT 1**

**IMPROVEMENT AREA A OF THE  
COUNTY OF YUBA  
COMMUNITY FACILITIES DISTRICT NO. 2005-1  
(ORCHARD/MONTROSE PUBLIC IMPROVEMENTS)**

**EXPECTED RESIDENTIAL LOT COUNT AND  
EXPECTED MAXIMUM SPECIAL TAX REVENUE  
AT RESOLUTION OF CHANGE**

<b>Expected Residential Lot Count</b>	<b>Assigned Maximum Special Tax per Unit</b>	<b>Expected Maximum Special Tax Revenue</b>
301	\$1,550	\$466,550

**APPENDIX C**  
**SUMMARY OF THE FISCAL AGENT AGREEMENT**

[to come]



## APPENDIX D

### FORM OF OPINION OF BOND COUNSEL

January \_\_, 2015

Board of Supervisors  
County of Yuba, California  
915 8<sup>th</sup> Street  
Marysville, California 95901

**OPINION:** \$\_\_\_\_\_ County of Yuba Community Facilities District No. 2005-1  
(Improvement Area A – The Orchard), 2015 Special Tax Bonds

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Members of the Board of Supervisors:

We have acted as bond counsel to the County of Yuba, California (the "County") in connection with the issuance by the County, for the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the "District"), of its \$\_\_\_\_\_ County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2015 Special Tax Bonds (the "Bonds"). The Bonds are being issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 et seq. of the California Government Code (the "Act"), a Fiscal Agent Agreement, dated as of January 1, 2015 (the "Fiscal Agent Agreement"), by and between the County, for the District, and U.S. Bank National Association, as fiscal agent, and Resolution No. 2014-105 adopted by the Board of Supervisors of the County on October 28, 2014 (the "Resolution").

In connection with this opinion, we have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the County contained in the Resolution and in the Fiscal Agent Agreement, and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The County is a public body, corporate and politic, duly organized and existing under the laws of the State of California, with the power to enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein and issue the Bonds.

2. The Fiscal Agent Agreement has been duly entered into by the County and constitutes a valid and binding obligation of the County enforceable upon the County in accordance with its terms.

3. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement for the security of the Bonds, on a parity with the pledge thereof with respect to any Parity Bonds that may be issued under, and as such term is defined in, the Fiscal Agent Agreement.

4. The Bonds have been duly authorized, executed and delivered by the County and are valid and binding limited obligations of the County for the District, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

5. Subject to the County's compliance with certain covenants, interest on the Bonds (i) is excludable from gross income of the owners thereof for federal income tax purposes, and (ii) is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure by the County to comply with certain of such covenants could cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Resolution and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the County and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

## APPENDIX E

### FORMS OF CONTINUING DISCLOSURE AGREEMENTS

#### CONTINUING DISCLOSURE AGREEMENT (for the County of Yuba)

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement"), dated as of January 1, 2015, 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 (Improvement Area A – The Orchard), 2015 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 January 1, 2015 (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 January \_\_, 2015, 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, if any, 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 3 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, all as of the September 30 next preceding the date of the Annual Report.

(vi) The status of foreclosure proceedings for any parcels within the Improvement Area on which the Special Taxes are levied and a summary or 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 2 in the Official Statement (but including only the first four columns).

(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: \_\_\_\_\_

**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  
Community Facilities District No. 2005-1 (Improvement Area A – The  
Orchard), 2015 Special Tax Bonds

Date of Issuance: January \_\_, 2015

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 January 1, 2015, 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

## CONTINUING DISCLOSURE AGREEMENT – DEVELOPER

This Continuing Disclosure Agreement – Developer (the “Disclosure Agreement”) dated as of January 1, 2015, is executed and delivered by John Mourier Construction, Inc., a California corporation (the “Developer”), and Goodwin Consulting Group, Inc., as dissemination agent (the “Dissemination Agent”), in connection with the execution and delivery by the County of Yuba, California (the “County”), for and on behalf of the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements) (the “District”), of its County of Yuba Community Facilities District No. 2005-1 (Improvement Area A – The Orchard), 2015 Special Tax Bonds (the “Bonds”). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of January 1, 2015, by and between the County, for and on behalf of the District, and U.S. Bank National Association, as fiscal agent (the “Fiscal Agent Agreement”).

The Developer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Developer for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings when used herein:

“Affiliate” shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person, (b) each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person or (c) each of such Person’s executive officers, directors, joint venturers and general partners; provided, however, that in no case shall the County be deemed to be an Affiliate of the Developer for purposes of this Disclosure Agreement. For the purpose of this definition, “control” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

“Annual Report” shall mean any Annual Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Disclosure Representative” shall mean the Chief Financial Officer of the Developer or his designee acting on behalf of the Developer, or such other officer or employee as the Developer shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean Goodwin Consulting Group, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent

designated in writing by the Developer and which has filed with the Developer and the County a written acceptance of such designation.

“District” shall mean the County of Yuba Community Facilities District No. 2005-1 (Orchard/Montrose Public Improvements).

“EMMA” shall mean the Electronic Municipal Market Access system of the MSRB.

“Equity Securities” of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

“Fiscal Year” shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

“Government Authority” shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Listed Event” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Official Statement” shall mean the Official Statement, dated January \_\_, 2015, relating to the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds, which is Stifel, Nicolaus & Company, Incorporated.

“Person” shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

“Repository” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Rule” shall mean 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.

“Semiannual Report” shall mean any report to be provided by the Developer on or prior to December 15 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“State” shall mean the State of California.

### SECTION 3. Provision of Annual Reports.

(a) The Developer shall, or shall cause the Dissemination Agent to, not later than June 15 of each year, commencing June 15, 2015, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. If, in any year, June 15 falls on a Saturday, Sunday or a holiday on which the Dissemination Agent's offices are closed for business, such deadline shall be extended to the next following day on which the Dissemination Agent's offices are open for business. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement, provided that the audited financial statements, if any, of the Developer may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Developer shall, or shall cause the Dissemination Agent to, not later than December 15 of each year, commencing December 15, 2015, provide to the Repository a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. If, in any year, December 15 falls on a Saturday, Sunday or a holiday on which the Dissemination Agent's offices are closed for business, such deadline shall be extended to the next following day on which the Dissemination Agent's offices are open for business.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report and Semiannual Report to Repositories, the Developer shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Developer is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall notify the Developer of such failure to receive the report.

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to Repositories by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice to the Repository in the form required by the Repository.

(d) The Developer shall, or shall cause the Dissemination Agent to:

(i) determine each year prior to the date for providing the Annual Report and the Semiannual Report the name and address of the Repository; and

(ii) promptly file a report with the Developer and the County certifying that the Annual Report or the Semiannual Report, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the Repository.

(e) Notwithstanding any other provision of this Disclosure Agreement, any of the required filings hereunder shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

#### SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Developer's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

1. A discussion of the sources of funds to finance development of property owned by the Developer within the Improvement Area, and whether any material defaults exist under any loan arrangement related to such financing.

2. A summary of development activity within the Improvement Area, including the number of parcels for which building permits have been issued, the number of parcels for which certificates of occupancy have been issued, and as to property owned by the Developer, the number of parcels for which sales have closed.

3. Status of completion of the development being undertaken by the Developer with respect to the Unimproved Property, and any major legislative, administrative and judicial challenges known to the Developer to or affecting the construction of the development or the time for construction of any public or private improvements to be made by the Developer within the Improvement Area (the "Developer Improvements").

4. Status of Special Tax payments on all parcels owned by the Developer.

5. In the Annual Report only, the audited financial statements of the Developer for its most recently completed fiscal year (which currently ends on each December 31), prepared in accordance with generally accepted accounting principles as promulgated to apply to private entities from time to time by the Financial Accounting Standards Board. If the Developer has audited financial statements prepared and the audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements for the preceding year, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Developer shall provide to the Dissemination Agent such other information as is available to the Developer and not otherwise readily available to the County.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Developer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material under clauses (b) and (c) within 10 business days after the occurrence of any of the following events:



1. Failure to pay any real property taxes, special taxes or assessments levied within the Improvement Area on a parcel owned by the Developer or any Affiliate.

2. Damage to or destruction of any of the Developer Improvements which has a material adverse effect on the value of the parcels owned by the Developer or any Affiliate.

3. Material default by the Developer or any Affiliate on any loan with respect to the construction or permanent financing of the Developer Improvements.

4. Material default by the Developer or any Affiliate on any loan secured by property within the Improvement Area owned by the Developer or any Affiliate.

5. Payment default by the Developer or any Affiliate on any loan of the Developer or any Affiliate (whether or not such loan is secured by property within the Improvement Area) which is beyond any applicable cure period in such loan.

6. The filing of any proceedings with respect to the Developer or any Affiliate, in which the Developer or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts.

7. The filing of any lawsuit against the Developer or any of its Affiliates which, in the reasonable judgment of the Developer, will adversely affect the completion of the Developer Improvements or the development of parcels owned by the Developer or its Affiliates within the Improvement Area, or litigation which if decided against the Developer, or any of its Affiliates, in the reasonable judgment of the Developer, would materially adversely affect the financial condition of the Developer or its Affiliates.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable federal securities laws. The Dissemination Agent shall have no responsibility to determine the materiality of any of the Listed Events.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Developer shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the Repository, with a copy to the County.

**SECTION 6. Termination of Reporting Obligation.** The Developer's obligations under this Disclosure Agreement shall terminate upon the following events:

(a) the legal defeasance, prior redemption or payment in full of all of the Bonds,

(b) if as of the date for filing the Annual Report the Developer and its Affiliates own property within the District which is responsible for less than twenty percent (20%) of the Special Taxes levied in the Fiscal Year for which the Annual Report is being prepared, or

(c) upon the delivery by the Developer to the County of an opinion of nationally recognized bond counsel to the effect that the information required by this Disclosure Agreement is no longer required. Such opinion shall be based on

information publicly provided by the Securities and Exchange Commission or a private letter ruling obtained by the Developer or a private letter ruling obtained by a similar entity to the Developer.

If such termination occurs prior to the final maturity of the Bonds, the Developer shall give notice of such termination in the same manner as for an Annual Report hereunder.

SECTION 7. Dissemination. The Developer 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 Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the Developer, the Dissemination Agent shall not be responsible in any manner for the form or content of any notice or report prepared by the Developer pursuant to this Disclosure Agreement. The Dissemination Agent may resign by providing (i) thirty days written notice to the Developer and the Fiscal Agent and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Developer may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5, 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) This Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the County, the Fiscal Agent and the Participating Underwriter, 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) The amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the County and the Fiscal Agent, materially impair the interests of the Bondowners or Beneficial Owners of the Bonds; and

(d) The Developer, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer shall describe such amendment in the next Annual Report or Semiannual 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 Developer. 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 to the Repository, 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. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(5) hereof.

**SECTION 9. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Developer 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 Developer 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 Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The Developer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Developer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such laws.

**SECTION 10. Default.** In the event of a failure of the Developer to comply with any provision of this Disclosure Agreement, any Participating Underwriter or any Bondowner or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer or the Dissemination Agent to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer to comply with this Disclosure Agreement shall be an action to compel performance.

**SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Developer agrees to pay the Dissemination Agent a reasonable annual fee for the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Developer, the Participating Underwriter, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Developer or an opinion of nationally recognized bond counsel. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent may conclusively rely upon the Annual Report provided to it by the Developer as constituting the Annual Report required of the Developer in accordance with this Disclosure Agreement and shall have no duty or obligation to review such Annual Report. The Dissemination Agent shall have no duty to prepare the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the Developer in a timely

manner in a form suitable for filing with the Repositories. Any company succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor to the Dissemination Agent hereunder without the execution or filing of any paper or any further act.

SECTION 12. Reporting Obligation of Developer's Transferees. The Developer shall, in connection with any sale or transfer of ownership of land within the District which will result in the transferee (which term shall include any successors and assigns of the Developer) becoming responsible for the payment of more than twenty (20) percent of the Special Taxes levied on property within the District in the Fiscal Year following such transfer, cause such transferee to enter into a disclosure agreement with terms substantially similar to the terms of this Disclosure Agreement, whereby such transferee agrees to provide its audited financial statements, if any, and the information of the type described in Section 4(a)(2) and (4) of this Disclosure Agreement; provided that such transferee's obligations under such disclosure agreement shall terminate upon the sold or transferred land being improved with structures, or the land owned by the transferee becoming responsible for the payment of less than twenty (20) percent of the annual Special Taxes.

SECTION 13. 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 14. Developer as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Developer is an independent contractor and not an agent of the County or the District.

SECTION 15. Notices. Notices should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Disclosure Representative:	John Mourier Construction Inc. 1430 Blue Oaks Boulevard, Suite 190 Roseville, CA 95747 Attention: Chief Financial Officer
Dissemination Agent:	Goodwin Consulting Group, Inc. 555 University Avenue, Suite 280 Sacramento, CA 95825 Attention: Cindy Yan
Fiscal Agent:	U.S. Bank National Association One California Street, Suite 1000 Mail Code: SF-CA-SFCT San Francisco, CA 94111 Attention: Global Corporate Trust Services
Participating Underwriter:	Stifel, Nicolaus & Company, Incorporated One Montgomery Street, 35 <sup>th</sup> Floor San Francisco, CA 94104
County or District:	Yuba County 915 8th Street, Suite 103 Marysville, CA 95901-4187 Attention: County Treasurer-Tax Collector

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the County, the Dissemination Agent, the Fiscal Agent, the Participating Underwriter and Bondowners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 17. Assignability. The Developer shall not assign this Disclosure Agreement or any right or obligation hereunder except to the extent permitted to do so under the provisions of Section 12 hereof. The Dissemination Agent may, with prior written notice to the Developer and the County, assign this Disclosure Agreement and the Dissemination Agent's rights and obligations hereunder to a successor Dissemination Agent.

SECTION 18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

SECTION 19. Governing Law. The validity, interpretation and performance of this Disclosure Agreement shall be governed by the laws of the State of California applicable to contracts made and performed in California.

SECTION 20. 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.

JOHN MOURIER CONSTRUCTION, INC.,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

GOODWIN CONSULTING GROUP, INC.,  
as Dissemination Agent

By: \_\_\_\_\_

Its: \_\_\_\_\_

## APPENDIX F

### DTC AND THE BOOK-ENTRY ONLY SYSTEM

*The information in this Appendix F has been provided by The Depository Trust Company ("DTC"), New York, NY, for use in securities offering documents, and the County does not take responsibility for the accuracy or completeness thereof. The County cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the 2015 Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the 2015 Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement.*

*The following description of DTC, the procedures and record keeping with respect to beneficial ownership interests in the 2015 Bonds, payment of principal, interest and other payments on the 2015 Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the 2015 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

*Neither the issuer of the 2015 Bonds (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the 2015 Bonds (the "Agent") take any responsibility for the information contained in this Appendix.*

*No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the 2015 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the 2015 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the 2015 Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2015 Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks,

trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). On August 8, 2011, Standard & Poor's downgraded its rating of DTC from AAA to AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org). *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

THE FISCAL AGENT, AS LONG AS A BOOK-ENTRY-ONLY SYSTEM IS USED FOR THE 2015 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES ONLY TO CEDE & CO., OR ITS SUCCESSOR AS DTC'S PARTNERSHIP NOMINEE. ANY FAILURE OF CEDE & CO., OR ITS SUCCESSOR AS DTC'S PARTNERSHIP NOMINEE TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2015 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

12. THE IMPROVEMENT AREA, THE COUNTY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL, INTEREST OR PREMIUM, IF ANY, WITH RESPECT TO THE 2015 BONDS PAID TO DTC OR ITS NOMINEE AS THE REGISTERED OWNER, OR WILL DISTRIBUTE ANY REDEMPTION NOTICES OR OTHER NOTICES, TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE IMPROVEMENT AREA, THE COUNTY AND THE UNDERWRITER ARE NOT RESPONSIBLE OR LIABLE FOR THE FAILURE OF DTC OR ANY PARTICIPANT TO MAKE ANY PAYMENT OR GIVE ANY NOTICE TO A BENEFICIAL OWNER WITH RESPECT TO THE 2015 BONDS OR AN ERROR OR DELAY RELATING THERETO.





*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
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**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

**TO:** BOARD OF SUPERVISORS

**FROM:** Michael G. Lee, Director of Public Works

**SUBJECT:** Amend Chapter 7.50 to Title VII of the Yuba County Ordinance Code relating to Stormwater Quality

**DATE:** December 9, 2014

### *Recommendation*

That the Board amend Chapter 7.50 to Title VII of the Yuba County Ordinance Code relating to Stormwater Quality.

### *Background*

The National Pollution Discharge Elimination System (NPDES) program regulates storm water discharges as mandated by the federal Clean Water Act. In California, the State Water Resources Control Board regulates storm water quality by issuing NPDES permits to industries, construction sites, and municipalities. On February 5, 2013, the State Water Resources Control Board issued a new General Permit for the Discharge of Storm Water from small municipal separate storm sewer systems (MS4s); this permit covers smaller municipalities with populations less than 100,000. The Small MS4 General Permit (WQ Order No. 2013-0001-DWQ) became effective on July 1, 2013, and requires small municipalities to update their storm water quality ordinances to control pollutant discharges pursuant to the new permit standards.

### *Discussion*

The federal Clean Water Act (CWA) was amended in 1987 to address urban stormwater runoff pollution of the nation's waters. In 1990, US EPA established a permitting program that applies to storm drain systems owned and operated by cities, towns and unincorporated local governments. This permitting program requires storm drain system operators like a city or county to implement a stormwater management program as a means to control polluted discharges from the storm drain system.

In California, small (less than 100,000 population) municipalities and unincorporated counties are required to obtain coverage under a statewide NPDES municipal general stormwater

APPROVED DEC - 9 2014 *W. Allen reading*

permit (Phase II Permit) issued by the State Water Resources Control Board (State Water Board). The County of Yuba is subject to the conditions of the regulations described in the current Phase II Permit. The Phase II Permit currently requires the county to implement its Stormwater Management Plan with the goal of reducing the discharge of pollutants to the maximum extent practicable (MEP). MEP is the performance standard specified in Section 402(p) of the Clean Water Act. The Stormwater Management Plan specifies the best management practices (BMPs) used to address the Phase II Permit program areas. The program areas include public education and outreach; public information and participation; illicit discharge detection and elimination; construction and post-construction stormwater controls for development projects; and good housekeeping for municipal operations.

The new Phase II Permit regulations dramatically increase permit requirements for cities and counties statewide. The permit includes seven general program elements and requires the county to perform and report on 97 different water quality activities. The new permit elements include a greatly expanded public outreach effort, mandatory certifications for staff, and a requirement for post-construction best management practices (BMPs) for projects that create or replace 5,000 square feet or more of impervious surface.

*Fiscal Impact:*

The fiscal impact of updating the county's stormwater quality ordinance is minimal as the ordinance revisions primarily update definitions and define the statewide permit requirements for best management practices associated with development and construction activities. However, the fiscal impact of complying with the new General Permit is estimated to require between \$150,000 and \$200,000 in annual funding for future fiscal years.

**ORDINANCE NO. \_\_\_\_\_**

**AMENDING  
CHAPTER 7.50 TO TITLE VII OF  
THE YUBA COUNTY ORDINANCE CODE  
RELATING TO STORMWATER QUALITY**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES:

NOES:

ABSENT:

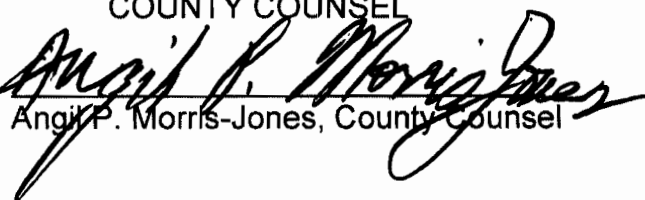
ABSTAIN:

\_\_\_\_\_  
John Nicoletti, Chairman of the Board of  
Supervisors of the County of Yuba

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

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

  
Angil P. Morris-Jones, County Counsel

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**Section 1.** This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

**Section 2.** Chapter 7.50 to Title VII of the Yuba County Ordinance Code is hereby amended to read as set forth herein below:

**Ordinance 7.50**

**STORMWATER QUALITY**

**Section**

**7.50.010 Title.**

**7.50.020 Purpose and Intent.**

**7.50.030 Findings.**

**7.50.040 Applicability.**

**7.50.050 Definitions.**

**7.50.060 Responsibility for Administration.**

**7.50.070 Conflicts with other laws.**

**7.50.080 Discharge prohibitions.**

**7.50.090 Exemptions to prohibited discharges.**

- 7.50.100 Discharge in violation of existing NPDES permit.**
- 7.50.110 Discharge in violation of County’s NPDES permit—Indemnification.**
- 7.50.120 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.**
- 7.50.130 Authority to Inspect**
- 7.50.140 Concealment and Abetting.**
- 7.50.150 Reduction of pollutants in stormwater, Best Management Practices.**
- 7.50.160 Containment and notification of illicit discharges.**
- 7.50.170 Coordination with hazardous materials inventory and response program.**
- 7.50.180 Enforcement.**
- 7.50.190 Violation.**
- 7.50.200 Penalty**
- 7.50.210 Administrative appeals.**
- 7.50.220 Civil actions.**
- 7.50.230 Nuisance abatement—Urgency abatement.**
- 7.50.240 Regulatory fee structure authorized.**

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#### **7.50.010 Title.**

The ordinance codified in this ordinance shall be known as the “Yuba County Stormwater Quality Ordinance” of the County of Yuba, and may be so cited.

#### **7.50.020 Purpose and Intent.**

A. The purpose of this ordinance is to ensure that Yuba County is compliant with state and federal laws and fulfills its requirements to:

Protect the health, safety, and general welfare of the citizens of Yuba County; enhance and protect the quality of waters of the state in Yuba County by reducing pollutants in stormwater discharges to the maximum extent practicable and controlling nonstormwater discharges to the storm drain system; to cause the use of best management practices (Section 7.50.050) by the County and its citizens that will reduce the adverse effects of polluted runoff discharges on waters of the state.

B. This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. Sections 1251 et seq.) and any subsequent amendments thereto, by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges into the storm drain system. This chapter is also intended to assist in meeting the requirements of the California State Water Resources Control Board Order No. 2013-0001-DWQ and any subsequent amendments thereto.

C. This ordinance seeks to promote these purposes by:

Prohibiting illicit discharges to the storm drain system; establishing authority to adopt requirements for stormwater management, including source control requirements, to reduce pollution to the maximum extent practicable; establishing authority to adopt requirements for development projects to reduce stormwater pollution and erosion both during construction and after the project is complete, and; establishing authority that will enable the county to implement and enforce any stormwater management plan adopted by the county.

#### **7.50.030 Findings.**

The Yuba County Board of Supervisors has determined that the health, safety, and general welfare of the citizens of Yuba County are adversely affected by the discharge of pollution into storm drain systems and waters of the state. The Board of Supervisors further finds that any violation of this ordinance constitutes a public nuisance.



#### **7.50.040 Applicability.**

This ordinance applies to all unincorporated areas of the county. However, some provisions of this ordinance only apply to those areas within the Phase II MS4 permit boundary as delineated on the most current permit boundary map as approved by the California State Water Resources Control Board.

#### **7.50.050 Definitions.**

As used in this ordinance:

“Best Management Practices (BMP’s)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent the discharge of pollution directly or indirectly into stormwater, receiving waters, or stormwater conveyance systems. BMP’s also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“Construction Activity” means any public or private projects involving roadwork, paving, utility installation, structural construction (new or redevelopment), demolition, grading, excavation, or landscaping that has soil disturbance or has pollutants exposed to stormwater. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purposes of a facility, nor does it include emergency construction activities required to immediately protect public health and safety.

“Construction Site” means any project, including projects requiring coverage under the General Construction Permit, that involves soil disturbing activities including, but not limited to, clearing, grading, paving, disturbances to ground such as stockpiling, and excavation.

“County” means the County of Yuba.

“Development” means any activity that moves soils or substantially alters the pre-existing vegetated or man-made cover of any land. Development includes any activity that may be considered new development or redevelopment. This also includes, but is not limited to, grading, digging, cutting, scraping, stockpiling or excavating of soil, placement of fill materials, paving, pavement removal, exterior construction, substantial removal of vegetation where soils are disturbed including but not limited to removal by clearing or grubbing, or any activity which bares soil or rock or involves streambed alterations or the diversion or piping of any watercourse. Development does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities (i.e., land disturbances) required to protect public health and safety.

“Discharge” means the release, threatened release, or placement of any material into the County’s storm drain system, including but not limited to stormwater, wastewater, solid materials, liquids, hazardous waste, raw materials, debris, litter, or any other substance.

“Enforcement Agency.” The Yuba County department of Public Works is the primary Enforcement Agency for the purposes of this ordinance. The Enforcement Agency shall coordinate program activities with and authorize personnel of other departments to serve as Enforcement Officials to effectuate the purposes of this ordinance.

“Enforcement Official” means any agent of the County authorized by the Yuba County Director of Public Works to enforce compliance with this chapter.

“Hazardous waste” means any material, including any substance, waste or combination thereof, that because of its quality, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment, when improperly treated, stored, transported, disposed of, or otherwise managed. As defined in California Health and Safety Code Section 25117.

“Illicit connection.” An illicit connection is defined by either of the following:

1. Any drain or water conveyance facility, either surface or subsurface, which allows an illicit discharge to enter the storm drain system, including but not limited to any conveyances which allow any nonstormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connection to the storm drain system from indoor drains and sinks, regardless of whether such drain or connection has been previously allowed, permitted, or approved by a government agency,

Or

2. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the County.

“Illicit discharge” means any direct or indirect nonstormwater discharge to the county’s municipal storm drain system, except as otherwise exempted, including the introduction of pollution into the storm drain system.

“Industrial activity” means activities subject to NPDES permits as defined in 40 CFR 122.26(b)(14).

“Maximum Extent Practicable (MEP)” means a technology-based standard established by Congress in the Clean Water Act Section 402(p)(3)(B)(iii) for stormwater discharge to apply to all small municipal separate storm sewer system (MS4) operators regulated under the NPDES program. MEP is generally the result of emphasizing pollution prevention and source control best management practices (BMP’s) as the preferred method of preventing water pollution. The MEP approach is an ever-evolving, flexible and advancing concept, which considers technical and economic feasibility. As knowledge about controlling urban runoff continues to evolve, so does what constitutes MEP.

“Municipal Separate Storm Sewer System (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned by a state, county, city, town, or other public body, that is designed or used for collecting or conveying stormwater, which is not a combined sewer, and which is not a part of a publicly owned treatment works.

“National Pollutant Discharge Elimination System (NPDES)” means the primary permitting program under the Clean Water Act (33 U.S.C. Section 1251 et seq.) which regulates most discharges to surface water.

“Noncommercial vehicle washing” means the washing and rinsing of passenger vehicles on private property in which no commercial enterprise or non-profit fundraising is being conducted in the washing of those vehicles.

“Nonstormwater Discharge” means a discharge to the storm drain system that is not composed entirely of stormwater and that has been polluted, as defined in this section.

“Pollutant” means anything which causes or contributes to pollution, as defined in this section. Pollutants include, but are not limited to: paints, varnishes, solvents, oil, automotive fluids, yard wastes, refuse, rubbish, garbage, litter, discarded or abandoned objects, floatable materials, pesticides, herbicides, fertilizers, detergents, soaps, hazardous substances, hazardous waste, sewage, fecal coliform and pathogens, dissolved and particulate metals, animal wastes, wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates), and noxious or offensive matter of any kind.

“Pollution” means the human-made or human-induced alteration of the quality of waters to a degree that causes or contributes to an exceedance of water quality standards contained in the statewide water quality control plan, the California Toxics Rule, or in the applicable regional water quality control board basin plan.

“Porter-Cologne Act” means the Porter-Cologne Water Quality Control Act, as amended (California Water Code Section 13000 et seq.).

“Property owner” means any person, entity, company, and/or authorized representative having title to real property within the geographic area affected by this ordinance.

“Regional Water Quality Control Board (RWQCB)” means the Central Valley Regional Water Quality Control Board or the California Regional Water Quality Control Board.

“Storm Drain System,” also “Municipal Storm Drain System” or “Stormwater conveyance system” means facilities owned or operated by the county by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drain, pumping facilities, impervious surfaces used for parking, retention and detention basins, natural and human-made or altered

drainage channels, reservoirs, and other drainage structures which are within the county and are not part of a publicly owned treatment works as defined at 40 CFR Section 122.2.

“Stormwater” means any surface flow, runoff, and drainage consisting entirely of water from precipitation events, which has not been polluted.

“Stormwater Pollution Prevention Plan (SWPPP)” means a document that describes the best management practices to be implemented by the owner or operator of a business, commercial development, residential development, or construction project, to eliminate non-stormwater discharges and/or to reduce them to the maximum extent practicable (as defined by the State of California Regional Water Quality Control Board), pollutant discharges to the stormwater conveyance system.

“Surface water” means all water naturally open to the atmosphere (which includes, but is not limited to rivers, lakes, reservoirs, ponds, streams, impoundments, seas, estuaries, etc.) and all springs, wells, or other collectors directly influenced by surface water.

“Urgency Abatement.” Urgency involves the discharge or a threatened discharge condition which causes or threatens to cause an imminent threat to public health, safety, welfare, the environment, or a violation of a NPDES permit.

“Watercourse” means any natural stream, whether flowing continuously or not, that is fed from permanent or natural sources, and includes, without limitation, rivers, creeks, runs and rivulets.

“Waters of the State” means all surface watercourses and water bodies, including lakes, bays, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, marshes, inlets, canals, and all other bodies of surface waters (Porter Cologne Section 13050(e)), and which are within the County of Yuba. This definition includes, but is broader than, waters of the United States.

“Waters of the United States” means surface watercourses and water bodies as defined at 40 CFR Section 122.2, including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons.

Any term(s) defined in the Federal Clean Water Act, as amended, and/or defined in the regulations for the stormwater discharge permitting program issued by the Environmental Protection Agency, as amended, and which are not specifically defined in this section, shall, when used in this ordinance, have the same meaning as set forth in such act or regulation.

**7.50.060 Responsibility for Administration.**

The Director of Public Works of the county of Yuba shall administer the provisions of this ordinance. Any duties herein may be performed by other departments of the county.

**7.50.070 Conflicts with other laws.**

In the event of any conflict between this chapter and any Federal or State law or regulation, that requirement which establishes the higher standard for public health or safety shall govern. To the extent permitted by law, nothing in this ordinance shall preclude enforcement of any other applicable law, regulation, order, permit, or county ordinance.

**7.50.080 Discharge prohibitions.**

Except as provided in Section 7.50.090 of this ordinance, it is unlawful for any person to make or cause to be made any illicit discharge into the storm drain system. Notwithstanding the exemptions provided by Section 7.50.090, if the Enforcement Agency determines any otherwise exempt discharge causes or significantly contributes to violations of any plan standard, or conveys significant quantities of pollutants to surface water(s) or watercourse(s), or is a danger to public health or safety, such discharge shall be prohibited from entering the storm drain system.

**7.50.090 Exemptions to prohibited discharges.**

Subject to the authority granted by the Regional Water Quality Control Board and the enforcement official, the following discharges shall not be prohibited except as otherwise provided by this ordinance:

- A. Water line flushing and discharges from potable water sources;
- B. Incidental and minimal runoff from landscape irrigation and lawn watering;
- C. Diverted stream flows and irrigation water;
- D. Springs, rising groundwater, and flows from riparian habitat and wetlands;
- E. Uncontaminated groundwater infiltration (as defined at 40 Code of Federal Regulation Section 35.2005(b)(20));
- F. Uncontaminated pumped groundwater, foundation drains, footing drains, and water from crawl space pumps;

- G. Air conditioning condensation;
- H. Individual residential car washing on private property in which no commercial enterprise or non-profit fundraising is being conducted in the washing of those vehicles;
- I. Dechlorinated swimming pool discharges;
- J. Firefighting flows;
- K. Any discharge not containing wastes as defined in California Water Code Section 13050(d) and California Health & Safety Code Section 25117; and
- L. Any discharge regulated under a NPDES permit issued to the discharger and administered by the state, provided that the discharger is in compliance with all requirements of the permit and other applicable laws.

**7.50.100 Discharge in violation of existing NPDES permit.**

It is unlawful for any person to cause, either individually or jointly, any discharge to the stormwater conveyance system that results in or contributes to a violation of this chapter or the county's MS4 NPDES permit.

The construction, use, maintenance or continued existence of illicit connections is prohibited. This prohibition includes illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of the connections. Upon final adoption of this ordinance, any property owner or lessee who maintains an illicit connection shall, within thirty (30) days from the effective date of this ordinance, disconnect and discontinue use of such connection.

**7.50.110 Discharge in violation of County's NPDES permit—Indemnification.**

Any discharge that would result in or contribute to a violation of any NPDES permit for stormwater discharges to the county issued by the California State Water Resources Control Board or Regional Water Quality Control Board and any amendment, revision or reissuance thereof, either separately considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) so causing or responsible for the discharge, and such person(s) shall defend, indemnify and hold harmless the county in any administrative or judicial enforcement action relating to such discharge.

**7.50.120 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.**

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards. This ordinance does not intend or imply that compliance to these minimum standards will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into the waters of the state. This ordinance shall not create liability on the part of the county, or any agent or employee thereof for any damage that results from any discharger's reliance upon this ordinance or any administrative decision made thereunder.

**7.50.130 Authority to Inspect.**

A. The Enforcement Official is authorized to enter any building or premises for the purpose of making an inspection to enforce this ordinance, using the provisions of Ordinance 7.36.830 of this code.

B. The Enforcement Official may conduct inspections related to purposes of implementing this chapter on private or public property. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this ordinance, including, but not limited to, visual evidence, complaints received, knowledge or physical evidence of industrial activities or other pollutant sources, random sampling, sampling in areas with evidence of stormwater contamination, illicit connections, discharge of nonstormwater to the county storm drain system, or similar factors.

C. During any inspection, the Enforcement Official may take samples as necessary in order to implement and enforce the provisions of this chapter. This authority may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply samples.

D. The Enforcement Official may require monitoring, analysis and reporting of discharges from any premises to the stormwater conveyance system. The burden, including cost, of these activities, analyses and reports incurred in complying with the requirement shall, to the extent permitted by law, be borne by the property owner or occupant of the facility or activity for which testing and monitoring has been requested.

**7.50.140 Concealment and Abetting.**

Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.

#### **7.50.150 Reduction of pollutants in stormwater, Best Management Practices.**

A. General Requirements. Any person engaging in activities that may result in pollutants entering the storm drain system shall implement best management practices to the maximum extent practicable to prevent and reduce such pollutants.

B. Business-related Activities.

1. Stormwater Pollution Prevention Plan. For businesses within the county's MS4 permit boundary that are engaged in activities which may result in pollutant discharges, the enforcement official may require the development and implementation of a storm water pollution prevention plan. This Stormwater Pollution Prevention Plan shall include an employee training program. An employee training program is a documented employee training program that may be required to be implemented by a business pursuant to a storm water pollution prevention plan, for the purpose of educating its employees on methods of reducing discharge of pollutants to the storm water conveyance system. Business activities that may require a storm water pollution prevention plan include, but are not limited to, maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or cleanup procedures carried out partially or wholly out of doors.

2. Businesses within the county's MS4 permit boundary that are also required to have a hazardous materials release response and inventory plan, under Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting non-storm water discharges and illegal discharges, and requiring the release of pollutants to be reduced to the maximum extent practicable.

3. Businesses within the county's MS4 permit boundary that are also required to have a hazardous waste generator contingency plan and emergency procedures, pursuant to California Code of Regulations, Title 22, Sections 66265.51 to 66265.56, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting non-storm water discharge and illegal discharges, and requiring the release of pollutants to be reduced to the maximum extent practicable.

C. Construction Activities.

1. Any person performing construction activities in the county shall prevent pollutants from entering the storm water conveyance system and comply with all applicable Federal, State and local laws, ordinances or regulations, including but not limited to, the current California NPDES General Permit for storm water discharges associated with construction activity (Construction General Permit) and applicable county ordinances. All construction projects within the county's MS4 permit boundary, regardless of size, having soil disturbance or activities exposed to storm water must, at a minimum, implement BMPs for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures, and prohibited discharges.



2. Any person subject to a construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the enforcement official prior to, or as a condition of, a subdivision map, site plan, building permit, grading permit, or development or improvement plan, upon inspection of the facility, during any enforcement proceeding or action, or for any other reasonable cause. Prior to issuance of a construction permit or approval of the proposed improvement plans, for projects subject to the State's current Construction NPDES General Permit, the WDID number and the Storm Water Pollution Prevention Plan shall be submitted to the county. For projects within the county's MS4 permit boundary that involve less than an acre of soil disturbance or otherwise not subject to the Construction General Permit, an Erosion and Sediment Control Plan must be submitted to the county.

D. Waste Disposal. No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the storm drain system, or waters of the state, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that the same may cause or contribute to pollution.

E. Construction Activities. Any person performing construction work within the county shall implement appropriate BMP's to prevent the discharge from the site of soil or construction wastes or debris, including contaminants from construction materials, tools, and equipment to the stormwater drainage system.

F. Sidewalks. Every property owner or any tenant in legal possession of the property upon which there is a paved sidewalk shall maintain that portion of the sidewalk on the property free of dirt or litter to the maximum extent practicable. Sweepings from the sidewalk shall not be swept into or otherwise allowed to enter the gutter or roadway, storm drain system, or any waters of the state, but shall instead be disposed of in receptacles maintained as required for proper disposal of solid waste.

G. Watercourse Protection. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. Any owner or lessee that conducts development as defined in this ordinance shall maintain existing privately owned structures within or adjacent to a watercourse such that the effective functioning and physical integrity of the watercourse is protected, and in a manner which does not cause pollution.

H. Development within the county's MS4 permit boundary. The Enforcement Official may require controls as appropriate to minimize the long-term, post-construction activity discharge of storm water pollutants from new development(s) or modifications to existing development(s). Controls may include source control measures to prevent pollution of storm water, treatment controls designed to remove pollutants from storm water, low impact development measures, and/or hydromodification measures to offset the difference between the pre and post-construction peak flow runoff rates and volumes. Proponents of all applicable

development and redevelopment projects will be required to meet the requirements and design standards specified in the current State of California Phase II MS4 NPDES Permit and as may be described in further detail in the county's Design Standards.

At the earliest planning stages, project proponents shall assess and evaluate how site conditions, such as soils, vegetation, and flow paths will influence the placement of buildings and paved surfaces. The evaluation will be used to optimize the site layout to meet the goals of capturing and treating runoff. Each project proponent will submit a map of the project dividing the site into discrete drainage management areas to show in each how runoff will be managed using site design measures, source controls, treatment controls, and hydromodification measures as defined by the current MS4 permit. All site design measures, source controls, treatment controls, and hydromodification measures must be selected, sized, and situated in accordance with the guidance provided in the current MS4 permit and the county's Design Standards. Documentation of the site's post-construction storm water design measures must be submitted to the county's Public Works Department for review and approval prior to the commencement of the project.

Project proponents must sign an operation and maintenance agreement in which they legally bind themselves to maintain the installed post-construction design measures in an effective and good operational condition until the property ownership is transferred. A written operation and maintenance plan for the proposed storm water design measures is required to be submitted to and approved by the County with the signed agreement. The agreement will be recorded with the deed by the County Clerk making it transferrable to the new owner; or, when there are multiple property owners responsible for the maintenance of the control measures, the agreement will consist of a legally binding covenant between the County and the homeowners association or maintenance district. The owner or association responsible for the maintenance of the control measures may be required by the County to submit an annual self-certification that the storm water control measures are effective and are being maintained in accordance with the submitted and approved Operation and Maintenance Plan.

I. Compliance with Industrial or Construction Activity Storm Water Permit.

1. Any person subject to the State's current Industrial NPDES General Permit for storm water discharge shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the enforcement official upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

2. Any person subject to the State's current Construction NPDES General Permit for storm water discharge shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the enforcement official prior to or as a condition of a subdivision map, site plan, building permit, and development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

J. Paved Areas. Persons owning, operating, or maintaining a paved area, including the paved areas of a parking lot, gas station, paved private street, road, or driveway, and related storm drain systems shall clean those structures as frequently and as thoroughly as practicable in a manner that does not result in discharge of pollutants to the storm drain system.

#### **7.50.160 Containment and notification of illicit discharges.**

Any person owning or occupying a premises who has knowledge of any release of pollutants or non-stormwater discharge from or across those premises which might enter the storm drain system, except as provided in Section 7.50.090 of this ordinance, shall:

- A. Immediately take all reasonable action to contain and abate the release of pollutants or non-stormwater discharge, and;
- B. Notify the Enforcement Agency or its designated contact person within twenty-four (24) hours of the illicit discharge. The Enforcement Agency may require the owner of the property and/or the responsible person to take corrective actions within a specified time pursuant to this ordinance.

#### **7.50.170 Coordination with hazardous materials inventory and response program.**

Any business subject to the Yuba County Hazardous Materials Emergency Response Plan (Area Plan) shall include, at the first opportunity for revision, provisions in that plan for compliance with this ordinance.

#### **7.50.180 Enforcement.**

Any person who violates a provision of this ordinance may be subject to administrative, civil, or criminal liability as provided in this ordinance.

- A. **Primary Authority.** The Enforcement Agency is empowered to use any of the provisions of Sections 7.50.190 through 7.50.230 of this code where appropriate to correct violations of, and secure compliance with the provisions of this ordinance.
- B. **Warning Not Required.** Issuance of a warning shall not be a requirement prior to using any enforcement provision of this ordinance. Violations of this code are not tiered and are subject to citations without Notice of Noncompliance.

This section is to establish procedures for enforcement of the provisions of this code and is intended to support timely correction of nuisances and violations of the provisions of this code

while assuring due process of law in the abatement or correction of such nuisances and violations.

It shall be the duty of the Enforcement Official to enforce the provisions of this code and the Enforcement Official has the following responsibilities and authorities in the enforcement and administration of the provisions of this chapter:

- A. To review with affected individuals the provisions of this code through initiation of administrative hearings and other methods to support voluntary compliance with its provisions;
- B. To issue citations for violations of this code, and to issue stop work orders pursuant to the provisions of the Uniform Building Code;
- C. To initiate necessary proceedings to forfeit bonds or cash deposits;
- D. To initiate proceedings to revoke land use permits and other entitlements granted under any Yuba County code;
- E. To initiate and conduct nuisance abatement proceedings and to carry out additional abatement responsibilities regarding violations of this code;
- F. To carry out any other special enforcement programs initiated by ordinance, order or resolution of the Board of Supervisors, and any other responsibilities and authorities specified by this subchapter or this code;
- G. To recover enforcement investigation and processing costs.

#### **7.50.190 Violation.**

- A. **Informal Warning.** Whenever the Enforcement Official determines that a violation of a provision of this ordinance has occurred or may occur, the Enforcement Agency may provide a warning to any person and/or owner responsible for the condition giving rise to such violation or potential violation. Such warning may include the distribution of educational materials to assist in future compliance with this ordinance. This warning may be provided in person or in a written Notice of Correction.
- B. **Notice of Noncompliance.** Whenever the Enforcement Official determines that a violation has occurred, the Enforcement Official may serve a Notice of Noncompliance to any person and/or owner responsible for the violation. Each Notice of Noncompliance shall contain the following information:
  - 1. The date of the violation;
  - 2. The address or a definite description of the location where the violation occurred;

3. The ordinance section violated and a description of the violation;
4. A time limit by which the violation shall be corrected, after which further enforcement and/or corrective actions may be taken by the County if the violation is not fully corrected;
5. The name and signature of the individual preparing the Notice of Noncompliance; and
6. Notice to the violator of potential liability under the Federal Clean Water Act or State Porter Cologne Water Quality Act.

C. **Administrative Compliance Order.** Whenever the Enforcement Official determines that a violation has occurred, the Enforcement Official may serve an Administrative Compliance Order to any person and/or owner responsible for the violation. Each Administrative Compliance Order shall contain the following information:

1. The date of the violation;
2. The address or a definite description of the location where the violation occurred;
3. The ordinance section violated and a description of the violation;
4. An order to either cease all activities or correct all deficiencies which are believed to be causing the violation;
5. A time limit by which the violation shall be corrected, after which corrective actions will be taken by the county if the violation is not fully corrected;
6. A statement that the County will charge the person and/or owner for all administrative costs associated with enforcement actions;
7. An order prohibiting the continuation or repeated occurrence of the violation;
8. The name and signature of the individual preparing the citation;
9. A statement outlining the procedure for appeal of the order; and
10. Notice to the violator of potential liability under the Federal Clean Water Act or State Porter Cologne Water Quality Act.

D. **Citation.** The Enforcement Official is authorized to issue citations for infractions of this section using the provisions found in this code.

E. **Misdemeanor.** Any violation of this ordinance is a misdemeanor and may be punishable using the provisions of this code.

F. **Service.** The Enforcement Officer is authorized to use the provisions of this code to serve a Notice of Correction, Notice of Noncompliance, Administrative Compliance Order, and/or Citations to effectuate the provisions of this ordinance.

G. **Separate Violation—Intent.**

1. Each day in which a violation occurs and each separate failure to comply with any provision of this ordinance is a separate offense and punishable by penalties in accordance with this ordinance.
2. A violation of the provisions of this ordinance shall occur irrespective of the negligence or intent of the violator to construct, maintain, operate, or utilize an illicit connection, or to cause, allow or facilitate any discharge or threatened discharge.

**7.50.200 Penalty**

- A. For any violations of the ordinance, the penalty shall be punishment by either a fine not exceeding two thousand dollars (\$2,000.00) per occurrence, or imprisonment in the county jail for a term not exceeding six months, or by both such fine and imprisonment (misdemeanor), or as an infraction, with a fine not to exceed five hundred dollars (\$500.00) per violation. The penalty imposed for a conviction under this section may include probation and/or conditional sentence.
- B. The Enforcement Official is authorized to issue citations for infractions of this section using the provisions found in this code.
- C. Civil Penalty. In addition to any other penalty provided, any person who willfully violates any of the provisions of this code shall be liable for civil penalties of up to five hundred dollars (\$500.00) per day per violation for each day's violation of this code, ordinance, or regulation, not to exceed a total civil penalty of one hundred thousand dollars (\$100,000.00) per violation and not to exceed a total for all violations of two hundred fifty thousand dollars (\$250,000.00).
  - (1) This penalty shall be recovered in a civil action brought by the Yuba County Counsel or the Yuba County District Attorney.
  - (2) The provisions of this subsection shall be applicable to all violations, and each day's violation thereof, of any offense committed after the effective date of the ordinance codified in this subsection.
  - (3) As to offenses committed prior to the effective date of this subsection, the provisions of said ordinance shall be applicable to continuing

violations thereof which occur from and after the effective date of said ordinance.

- D. Each day's violation of this code, ordinance or regulation, shall constitute a separate and distinct offense.
- E. When pronouncing sentence on any matter involving a violation of this code, the court is authorized, as a condition of sentence or condition of probation, to award costs of enforcement in addition to any fines imposed, and/or to order that the property be brought into compliance with all applicable laws, and/or such other orders as the court may deem proper.
- F. The remedies enumerated in this section are cumulative and in addition to any and all other remedies provided by law.

**7.50.210 Administrative appeals.**

- A. Any person receiving an Administrative Compliance Order under Section 7.50.190(C) of this ordinance, or any person required to perform monitoring, analysis, reporting or corrective activities by any Enforcement Official and who is aggrieved by this decision of the Enforcement Official may appeal the decision in writing to the Director of Public Works within ten (10) days following the effective date of the decision. Upon receipt of such appeal, the Director of Public Works shall request a report and recommendation from the authorized county employee and shall set the matter for hearing at the earliest practical date. At such hearing, the Director of Public Works may base his or her decision on additional evidence, and may reject, affirm or modify the Enforcement Official's decision.
- B. The decision of the Director of Public Works may be appealed to the Board of Supervisors by filing a notice of appeal with the clerk of the Board of Supervisors within ten (10) days of receipt of the decision of the Director of Public Works. Such appeal shall be in writing and shall set forth fully the grounds for the appeal. The board shall thereupon fix a time and place for a public hearing of such appeal. The Clerk of the Board shall give notice to the appellant of the time and place of hearing by serving it personally or by depositing it in the U.S. Post Office, postage prepaid, addressed to the appellant at his/her last known address at least five days prior thereto.
- C. At the hearing before the Board of Supervisors, the appellant may appear in person or by counsel and present any relevant evidence relating to the grievance; the Enforcement Agency may present evidence in rebuttal thereof. The hearing may be continued from time to time, not to exceed thirty (30) days in all. The Board of Supervisors shall conduct a hearing and make findings as appropriate. The decision of the Board of Supervisors shall be final.

#### **7.50.220 Civil actions.**

In addition to any other remedies provided in this section, any violation of this ordinance may be enforced by civil action brought by the county. In any such action, the county may seek, as appropriate and allowed by law, any or all of the following remedies:

- A. A temporary restraining order, preliminary and permanent injunction;
- B. Reimbursement for the costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing action under this division;
- C. Costs incurred in removing, correcting or terminating the adverse effect(s) resulting from the violation;
- D. Compensatory damages for loss or destruction of water quality, wildlife, fish and aquatic life. Costs and damages under this subsection shall be paid to the county and shall be used exclusively for costs associated with monitoring and establishing stormwater discharge pollution control system and/or implementing or enforcing the provisions of this division.

#### **7.50.230 Nuisance abatement—Urgency abatement.**

- A. Nuisance Abatement. The Enforcement Agency may, in addition to other authorized procedures set forth in this ordinance, take action to abate any nuisance in accordance with the procedures found in this code. The costs of any such abatement undertaken by the County shall be borne by the owner and shall be collectable in accordance with the provisions of Chapter 7.36 of the Yuba County Ordinance Code.
- B. Urgency Abatement. The Enforcement Agency may, in addition to other authorized procedures, take immediate action to abate any discharge or threatened discharge from any source to the storm drain system when, in the discretion of the Enforcement Agency, the discharge or threatened discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of an NPDES permit. The Enforcement Agency must first make reasonable attempts to contact and compel the responsible person and/or owner to abate the discharge or threatened discharge in a satisfactory manner. Any expense related to such remediation undertaken by the County shall be fully reimbursed by the property owner and shall be collectable in accordance with the provisions of Chapter 7.36 of the Yuba County Ordinance Code.

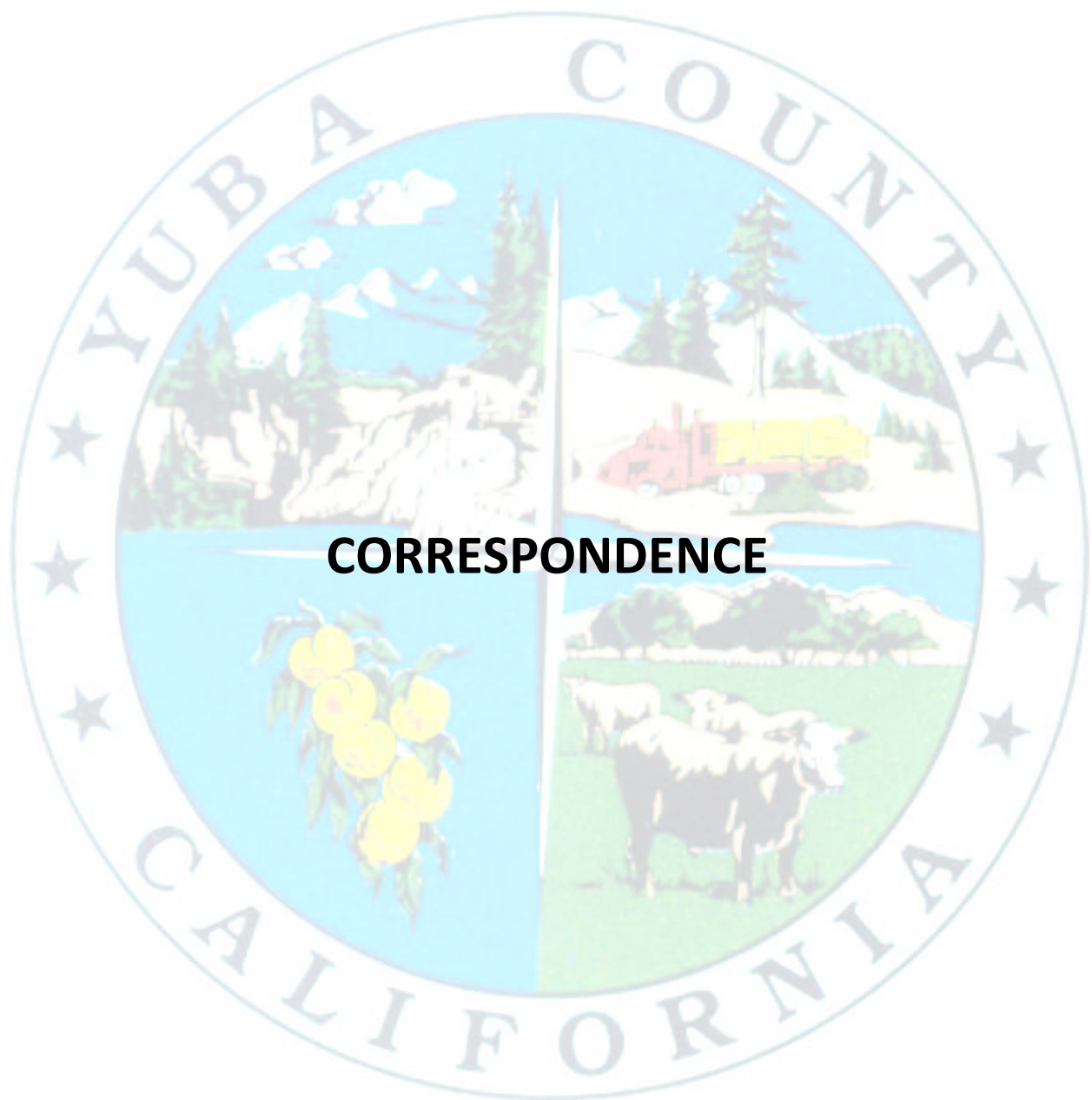


**7.50.240 Regulatory fee structure authorized.**

The Enforcement Agency shall collect such fees as may be authorized by the Board of Supervisors to establish and collect regulatory costs, which include routine inspections and other regulatory functions associated with this ordinance. Any such fees shall be established by resolution of the Board of Supervisors or by Ordinance.

**Section 3.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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EDMUND G. BROWN JR.  
GOVERNORMATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION**RECEIVED****State Water Resources Control Board**

DEC 8 2014

Clerk/Board of Supervisors

**NOTICE OF PETITIONS FOR TEMPORARY CHANGE  
INVOLVING THE TRANSFER/EXCHANGE UNDER DEPARTMENT OF WATER RESOURCES  
PERMITS 16478 AND 16479 (APPLICATIONS A005630 AND A014443)**

On November 26, 2014, the Department of Water Resources (DWR) filed petitions for temporary change to transfer/exchange up to 5,000 acre-feet (af) of water pursuant to Water Code section 1725 et seq. The change will facilitate the return of State Water Project (SWP) water previously stored by Alameda County Water District (ACWD) and Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) in the Semitropic Water Storage District and Cawelo Water District groundwater banking programs. The Department of Water Resources requests the temporary addition of the Contra Costa Water District's (CCWD) Rock Slough Intake, Old River Intake, and Middle River Intake as points of diversion/rediversion to DWR Permits 16478 and 16479 (Applications A005630 and A014443). State Water Project water will be pumped from the groundwater banking facilities into the California Aqueduct for use within the SWP place of use downstream of the pump-in location during the fall and winter of 2014/2015. An equivalent amount of SWP water will be diverted by CCWD at its Old River and Middle River intakes and delivered to the CCWD service area. During the summer of 2015, an equal amount of Central Valley Project (CVP) water will be diverted at Clifton Court Forebay, pumped through Banks Pumping Plant (Banks), and delivered through the South Bay Aqueduct to ACWD and Zone 7. The U.S. Bureau of Reclamation will file a separate petition requesting the changes necessary to allow the diversion of CVP water at Banks during the summer of 2015 to complete the exchange.

Any correspondence directed to the petitioner should be emailed to the Department of Water Resources, c/o Nancy Quan, [Nancy.Quan@water.ca.gov](mailto:Nancy.Quan@water.ca.gov)

Pursuant to Water Code section 1726(f), any interested party may file a comment regarding these petitions. **Comments must be received by the Division of Water Rights by 4:30 p.m. on December 23, 2014. A copy must also be provided to the petitioner at the email address above.** To obtain detailed information regarding the proposed transfer, you may view the petitions by visiting the Division's website at:

[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/applications/transfers\\_tu\\_notices/](http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/)

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or by email at [patricia.fernandez@waterboards.ca.gov](mailto:patricia.fernandez@waterboards.ca.gov). Written correspondence and inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: December 8, 2014

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## State Water Resources Control Board

### NOTICE OF PETITION FOR CHANGE ON LONG-TERM TRANSFER BY YUBA COUNTY WATER AGENCY REGARDING PERMIT 15026 (APPLICATION 5632)

RECEIVED

DEC 9 2014

Clerk/Board of Supervisors

COUNTY: YUBA  
STREAM SYSTEM: YUBA RIVER

On October 16, 2014, Yuba County Water Agency (YCWA) filed a Change Petition (Petition) with the State Water Resources Control Board (State Water Board), Division of Water Rights (Division), pursuant to California Code of Regulations section 791(e).

The United States Bureau of Reclamation (Reclamation) and the San Luis Delta-Mendota Water Authority (SLDMWA) have requested that YCWA add San Luis Reservoir's (SLR) dam as a Point of Rediversion (PORD) for its previously approved long-term transfer through December 31, 2025. Addition of the SLR PORD is needed for Reclamation to enter into Warren Act contracts to enable members of SLDMWA to store up to 70,000 acre-feet per annum (afa) of YCWA transfer water in SLR for successive Central Valley Project (CVP) contract years (March 1 through February 28).

YCWA's long-term water transfer was previously approved in Corrected Order WR 2008-0014, which also added the CVP and State Water Project service areas as a place of use until December 31, 2025. No facilities will be constructed and no diversions from natural watercourses would occur with the proposed change of adding SLR dam as a PORD.

YCWA's Petition indicates that SLDMWA is seeking an increased ability to store YCWA transfer water in light of continuing dry conditions and limitations on CVP supplies. Approval of the Petition would be consistent with the Governor's January 17, 2014 drought declaration and April 25, 2014 renewed drought declaration, both of which seek to expedite water transfers to areas of need.

Any correspondence directed to the Petitioner should be mailed to: Yuba County Water Agency, c/o Ryan Bezerra, 1011 22<sup>nd</sup> Street, Sacramento, CA 95816 or emailed to: [RSB@bkslawfirm.com](mailto:RSB@bkslawfirm.com).

Project and protest information can be found at the following link:

[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/applications/petitions/2014.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/petitions/2014.shtml). Greg Brown, the contact person for this matter, may be reached at (916) 323-1847 or [Greg.Brown@waterboards.ca.gov](mailto:Greg.Brown@waterboards.ca.gov).

Protests must be received by the Division of Water Rights by **4:30 p.m. on January 5, 2015**. Written correspondence should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Greg Brown, P.O. Box 2000, Sacramento, CA, 95812-2000.

Date of Notice: December 5, 2014