

# 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, the County Library, 303 Second 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.

**APRIL 26, 2011**

### **8:30 A.M. YUBA COUNTY WATER AGENCY**

### **9:20 A.M. YUBA COUNTY PUBLIC FACILITIES CORPORATION**

- A. Roll Call - Directors Vasquez, Nicoletti, Griego, Abe, Stocker
- B. Election of Officers: Chairman/Chief Executive Officer, Secretary, Chief Financial Officer.
- C. Approve minutes of the Special Meetings of March 16, 2010 and February 1, 2011.
- D. Adopt resolution approving the form of and authorizing the execution and delivery of a site and facility lease, a lease and an assignment agreement, and authorizing additional actions related to Yuba College Community District Central Plant Energy Efficiency Project in an amount not to exceed \$6,330,000.
- E. Adjourn

### **9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
  - A. **Auditor-Controller**
    1. Receive Independent Accountant's Report on the Treasurer's Statement of Assets for the quarter ended December 31, 2010. (165-11)
  - B. **Clerk of the Board of Supervisors**
    1. Approve minutes of the meetings of April 5 and 12, 2011. (166-11)
    2. Reappoint Gabriel Moore to the In-Home Supportive Services Advisory Commission as a representative for a term ending April 26, 2013. (167-11)
    3. Reappoint Esperanza Arellano to the First Five Yuba Commission as a representative for a term ending April 26, 2014. (168-11)
  - C. **Community Development and Services**
    1. Accept River Oaks East Village 1 project as complete and file notice of completion, release performance bonds for Tract Map No. 1995-57, and release labor and materials bonds 90 days after filing notice of completion. (169-11)
    2. Accept Beale Air Force Base Access project as complete and authorize the Public Works Director to sign and record the Notice of Completion. (170-11)

3. Adopt resolution authorizing the Director of Environmental Health to apply for and enter into agreement with the State of California and to sign the grant agreement, and any amendments thereto for the Rural Underground Storage Tank Prevention Program, Fiscal Years 2011/2012 - 2012/2013. (171-11)
4. Authorize Budget Transfer in the amount of \$5,300 from Account No. 102-0000-371-97-03 (Local Fees for Construction) to Account No. 102-9100-431-23-00 (Professional Services) for FEMA processing fee associated with a Letter of Map Revision. (172-11)
5. Approve contract with Applied Engineering and Geology, Inc. for environmental consulting services and authorize the Chairman to execute same. (173-11)

D. County Administrator

1. Approve Regional Waste Management Authority to submit grant application on the County's behalf for the Household Hazardous Waste Grant program for Fiscal Year 2010/2011 by authorizing the County Administrator to execute submittal letter. (174-11)

E. Human Resources

1. Adopt resolution changing the title of Personnel Director to Human Resources Director on Plan Administration documents for PARS. (175-11)
2. Adopt resolution amending the Departmental Position Allocation Schedule No. 2010-112; and adopt resolution amending the Classification System - Basic Salary Schedule No. 2009-89, as they relate to the Administrative Services Department effective May 1, 2011. (176-11)

IV. **PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.**

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Adopt resolution in support of the Enterprise Zone program. (Five minute estimate) (177-11)
2. Adopt resolution approving geographic expansion to the boundaries of the Yuba-Sutter Enterprise Zone identified as YSEZ Expansion No. 2. (Public Facilities Committee recommends approval) (Five minute estimate) (178-11)
3. Adopt resolution approving a noncontiguous geographic expansion to the boundaries of the Yuba-Sutter Enterprise Zone identified as YSEZ Expansion No. 3. (Public Facilities Committee recommends approval) (Five minute estimate) (179-11)

B. Auditor-Controller

1. Receive presentation and audit report for the County of Yuba dated June 30, 2010. (Fifteen minute estimate) (180-11)

C. Board of Supervisors

1. Adopt resolution approving the Bi County Solid Waste Independent Hearing Panel Procedures Manual. (Ten minute estimate) (127-11)

D. Community Development and Services

1. Approve Planning Departments continuing to provide administrative support to the Trails Commission, and approve Public Works providing quarterly reports to the Commission on trail related activities. (Five minute estimate) (181-11)

E. Library

1. Approve grant application for a Preservation Assistance Grant for the Library's California Room from the National Endowment for the Humanities and authorize the Chairman to execute same. (182-11)

VI. **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.

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Title XII, Chapter 13 of the Yuba County Ordinance Code by repealing and re-enacting sections of the consolidated fee ordinance related to certain departments. (Finance and Administration Committee recommends approval) (Ten minute estimate) (183-11)

VII. **ITEM OF PUBLIC INTEREST**

- A. Approve Second Hand Dealer's permit from Virginia Lack dba Lack's Antiques and Collectibles located at 17557 Abies Lane, Brownsville and take action as appropriate. (Five minute estimate) (184-11)

VIII. **CORRESPONDENCE - (185-11)**

- A. Memo from Yuba County Treasurer/Tax Collector regarding 2009/2010 tax and revenue anticipation note earnings.
- B. Letter from United States Department of Commerce regarding the 2010 Census County Question Resolution Program.
- C. Notice from United States Forest Service Plumas Nation Forest schedule of proposed action April 1, 2011 through June 30, 2011.
- D. Notice from Dr. Joseph Cassady, Public Health Officer advising he would be out of state June 6 through 16, 2011.
- E. Minutes from Department of Fish and Game Wildlife Conservation Board from the meeting of November 18, 2010 regarding Lower Yuba River, Excelsior Phase 1.

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:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: Kevin Mallen, Mike Lee, and Robert Bendorf Negotiation: Terms, Conditions and/or Purchase Price
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
- C. Personnel pursuant to Government Code § 54957 (b) (1) - Public Employee: Discipline/Dismissal/Release

XI. **ADJOURN**

## COMMITTEE MEETINGS

**11:30 A.M. Land Use and Public Works Committee** - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider application for a floodplain development variance for the agricultural storage building planned at 8947 State Route 70, APN 006-030-002 - Community Development and Services (Five minute estimate) (186-11)

In compliance with the American 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 one full business day before the start of the meeting.

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

## **PUBLIC INFORMATION**

**PUBLIC COMMUNICATIONS:** Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

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

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

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

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

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

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

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

**PUBLIC INFORMATION:** Copies of §6.7 shall be posted along with agendas.

**End**



MINUTES OF THE SPECIAL MEETING OF  
THE COUNTY OF YUBA  
PUBLIC FACILITIES CORPORATION  
MARCH 16, 2010

The Honorable Board of Directors of the Yuba County Public Facilities Corporation met in regular session on the above date, commencing at 9:15 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti Roger Abe, and Hal Stocker. Director Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones. President Nicoletti presided.

A. Roll Call: Directors Vasquez, Nicoletti, Griego, Abe, Stocker – Director Griego absent

B. Approve minutes of regular meeting of May 12, 2009. Approved as written.

MOTION: Move to approve MOVE: Director Hal Stocker SECOND: Roger Abe

AYES: Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker,

NOES: None

ABSENT: Mary Jane Griego

ABSTAIN: None

C. Adopt resolution for Linda Fire Protection District Certificates of Participation Refinancing Project in the approximate amount of \$2,285,000. Treasurer Tax Collector Dan Mierzwa purpose of refinancing and savings achieved by reducing interest costs.

MOTION: Move to adopt MOVE: Director Hal Stocker SECOND: Roger Abe

AYES: Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker,

NOES: None

ABSENT: Mary Jane Griego

ABSTAIN: None

Adopted Resolution No. 2010-1 which is entitled: "RESOLUTION AUTHORIZING AND DIRECTING EXECUTION OF CERTAIN INSTALLMENT SALE FINANCING DOCUMENTS AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO."

D. Adjourn – 9:17 a.m. by President Nicoletti.

\_\_\_\_\_  
President

ATTEST:  
SECRETARY OF THE COUNTY OF YUBA  
PUBLIC FACILITIES CORPORATION

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

MINUTES OF THE SPECIAL MEETING OF  
THE COUNTY OF YUBA  
PUBLIC FACILITIES CORPORATION  
FEBRUARY 1, 2011

The Honorable Board of Directors of the Yuba County Public Facilities Corporation met in regular session on the above date, commencing at 9:15 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf and County Counsel Angil Morris-Jones. President Nicoletti presided.

A. ROLL CALL: Directors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present

B. ACTION ITEM

Adopt resolution approving the form and authorizing the execution of certain lease financing documents in connection with the offering and sale of certificates of participation relating thereto to finance various solar energy projects throughout the geographic boundaries of the county, and authorizing and directing certain actions. (050-11)

County Administrator Robert Bendorf recapped the solar energy project to provide infrastructure upgrades primarily at the Courthouse, Library, and other energy efficiency projects at other county buildings; and recapped the financing documents recommending the non-self funded option with a term of 16 years with a county contribution not to exceed \$800,000. Mr. Bendorf responded to Board inquiries.

Mr. Jeff Small, Capitol Public Finance Group, and Mr. Ashu Jain, Chevron Energy Solutions Company, recapped the receipt of renewable energy credits and the selling of them by the county on an annual basis.

Treasurer-Tax Collector Dan Meirzwa responded to inquiries regarding the receipt and timing of use of the credits and savings to the County.

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

Adopted Resolution No. 2011-1 entitled: "RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS SOLAR ENERGY PROJECTS THROUGHOUT THE GEOGRAPHIC BOUNDARIES OF THE COUNTY OF YUBA AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO."

C. ADJOURN: 7:31 p.m. by President Nicoletti.

\_\_\_\_\_  
President

ATTEST:  
SECRETARY OF THE COUNTY OF YUBA  
PUBLIC FACILITIES CORPORATION

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

# The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR


**DAN M. MIERZWA**  
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER  
915 8th STREET, STE. 103  
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840  
FAX (530) 749-7844

TO: Board of Directors April 18, 2011

FROM: Dan M. Mierzwa, County Treasurer & Tax Collector 

SUBJECT: Authorization to Enter Into a Lease Financing Agreement for the Yuba Community College District's Central Plant Energy Efficiency Project not to exceed \$6,330,000.00.

## **Recommendation**

It is recommended that the Board of Directors authorize the attached resolution to execute lease financing documents to assist the Yuba Community College District ("District") with financing its Central Plant Energy Efficiency ("Project")

## **Background**

On November 16, 2010, the County approved the filing of a Qualified Energy Conservation Bond ("QECB") with the California Debt Limit Allocation Committee ("CDLAC") on behalf of the District. The cost of the Project is approximately \$6,330,000. On January 26, 2011, the District received a QECB allocation of approximately \$2 million. On March 16, 2011, the District received the remaining QECB allocation. The District is now able to fund all costs through the QECB.

On April 6, 2011, the Board of Trustees of the District approved a private placement lease financing of the QECBs with Bank of America. Aside from the taxable interest rate and related subsidy associated with the QECBs, the form of the lease financing documents is similar to the County's recent energy efficiency financing.

In order to complete the financing, the District needs to utilize a nonprofit corporation ("Corporation") to satisfy the legal requirements associated with the financing structure.

## **Discussion**

The County formed the Corporation in 1991 for the specific purpose of assisting with the financing of public facilities that are used for the benefit of the citizens of Yuba County. The County, and other public agencies located in the County, have used the Corporation for similar lease type financings. Essentially, the role of the Corporation is to act as a third party lessor. As such, it must authorize the approval and execution of the lease financing documents. Apart from this approval, and maintaining the Corporation in good standing, the Corporation has no further role or responsibility for the financing.

## **Fiscal Impact**

None

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

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
COUNTY OF YUBA PUBLIC FACILITIES CORPORATION**

**"RESOLUTION APPROVING THE FORM )  
OF AND AUTHORIZING THE EXECUTION )  
AND DELIVERY OF A SITE AND FACILITY)  
LEASE, A LEASE AND AN ASSIGNMENT)  
AGREEMENT, AND AUTHORIZING )  
ADDITIONAL ACTIONS RELATED TO)  
YUBA COMMUNITY COLLEGE DISTRICT.")**

**WHEREAS**, County of Yuba Public Facilities Corporation (the "Corporation"), a non-profit corporation organized and existing under and by virtue of the laws of the State of California, is authorized under its Articles of Incorporation to assist the Yuba Community College District (the "District") to finance and refinance the acquisition and construction of real and personal property for the benefit of the residents of the District;

**WHEREAS**, the Corporation and the District desire to enter into a lease transaction to finance the renovation of the Central Plant at the Yuba College Campus;

**NOW, THEREFORE**, it is hereby resolved by the Board of Directors of the Corporation as follows:

1. The Site and Facility Lease, between the District and the Corporation in substantially the form submitted to this meeting, is hereby approved, and the President, any Vice President, the Secretary or any Assistant Secretary, and the Chief Financial Officer or any Assistant Chief Financial Officer of this Corporation ("Authorized Officers") are hereby authorized to execute and deliver such Site and Facility Lease in the name and on behalf of this Corporation and to approve, with the consent of the District, any additions to or changes in the form of the Site and Facility Lease subsequent to this meeting that they may deem necessary or desirable, their approval of such additions or changes to be conclusively evidenced by their execution of such Site and Facility Lease so added to or changed.

2. The Lease, between the Corporation and the District in substantially the form submitted to this meeting, is hereby approved, and Authorized Officers are hereby authorized to execute and deliver such Lease in the name and on behalf of this Corporation and to approve, with the consent of the District, any additions to or changes in the form of the Lease subsequent to this meeting that they may deem necessary or desirable, their approval of such additions or changes to be conclusively evidenced by their execution of such Lease so added to or changed.

3. The Assignment Agreement between the Corporation and Banc of America Leasing & Capital, LLC in substantially the form submitted to this meeting, is hereby approved, and the Authorized Officers are hereby authorized to execute and deliver such Assignment Agreement in the name and on behalf of this Corporation and to approve, with the consent of the

District, any additions to or changes in the form of the Assignment Agreement subsequent to this meeting that they may deem necessary or desirable, their approval of such additions or changes to be conclusively evidenced by their execution of such Assignment Agreement so added to or changed.

4. The Authorized Officers are hereby authorized and directed, and each of them individually, in the name and on behalf of the Corporation, to execute and deliver all certificates, agreements, and other documents, and to take any and all steps that they might deem necessary or appropriate in order to consummate the lease financing transaction contemplated hereby.

The foregoing Resolution was duly passed at a meeting of the Board of Directors of the County of Yuba Public Facilities Corporation held on April 26, 2011, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President

Attest:

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Secretary

**APPROVED AS TO FORM**

**ANGIL P. MORRIS-JONES**

**COUNTY COUNSEL**

BY: *Fah Salimone*

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**LEASE AGREEMENT**

**Dated as of May 1, 2011**

**by and between the**

**COUNTY OF YUBA PUBLIC FACILITIES CORPORATION**

**and the**

**YUBA COMMUNITY COLLEGE DISTRICT**

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## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of May 1, 2011, is by and between the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the YUBA COMMUNITY COLLEGE DISTRICT, a community college district, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "District");

### WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of May 1, 2011 (the "Site and Facility Lease"), the District has leased those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the District to finance renovation of the Central Plant located within the geographic boundaries of the District;

WHEREAS, the Corporation proposes to lease the Property back to the District pursuant to this Lease and to assign all of its rights, title and interest in, to and under this Lease, including its right to receive lease payments under this Lease (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease in the event of a default hereunder by the District and its rights under the Site and Facility Lease, to Banc of America Leasing & Capital, LLC (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of May 1, 2011, by and between the Corporation and the Assignee;

WHEREAS, the District has determined to designate its obligations under this Lease as a Qualified Energy Conservation Bond ("QECB") thru May 1, 2026, as defined in Section 54D of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, pursuant to the District's request, Yuba County (the "County") requested the California Debt Limit Allocation Committee ("CDLAC") to re-allocate a portion of the State's QECB limit for the Project;

WHEREAS, pursuant to the County's request, CDLAC re-allocated \$6,330,000 of the QECB limit to the District; and

WHEREAS, the District and the Corporation have agreed to enter into this Lease providing for Lease Payments with an aggregate principal component in the amount of \$\_\_\_\_\_ for the purpose of implementing the financing transaction described above.

## AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

### ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease.

*"Applicable Environmental Laws"* means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

*"Assignee"* means (a) initially, Banc of America Leasing & Capital, LLC, as assignee of all rights, title and interest of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned (including subsequent assignees of the initial Assignee).

*"Assignment"* means the Assignment Agreement, dated as of May 1, 2011, between the Corporation, as assignor of its rights under the Site and Facility Lease and this Lease, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

*"Available Project Proceeds"* means (i) \$\_\_\_\_\_, the amount of the advance rental paid by the Corporation to the District under the Site Lease, less (ii) the Transaction Costs

(not exceeding 2% of the amount of the advance rental), plus (iii) investment earnings on that net amount.

*“Bond Counsel”* means (a) Kronick Moskovitz Tiedemann & Girard, a law corporation, or (b) any other counsel experienced in the field of law relating to municipal bonds.

*“Business Day”* means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

*“Closing Date”* means the date of execution and delivery of this Lease by the parties hereto, being May 1, 2011.

*“Corporation”* means County of Yuba Public Facilities Corporation, a nonprofit, public benefit corporation duly organized and existing under the laws of the State.

*“Custodian”* means Deutsche Bank National Trust Company, as custodian under the Project Fund Agreement, or any successor thereto appointed as escrow bank thereunder in accordance with the provisions thereof.

*“District”* means the Yuba Community College District.

*“District Representative”* means the Chancellor, the Vice Chancellor Administrative Services, the Vice Chancellor Educational Planning and Services, and/or the Director of Facilities Planning of the District, and/or the President, Vice President, Secretary and/or Clerk of the Board.

*“Delivery Costs”* means the costs, fees and expenses incurred in connection with the execution and delivery of this Lease, the Site and Facility Lease, the Assignment and the Project Fund Agreement, including financial advisor fees, counsel fees, Custodian fees and expenses, recording costs, title insurance premium, fee to the California Debt and Investment Advisory Commission and similar costs, fees and expenses.

*“Delivery Costs Fund”* means the fund by that name created and maintained by the Custodian pursuant to the Project Fund Agreement.

*“Effective Interest Rate”* means the rate of interest per annum specified on Exhibit B.

*“Event of Default”* means any of the events of default as defined in Section 8.1.

*“Facility”* means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease.

*“Federal Securities”* means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

*“Federal Subsidy Payments”* means the payments expected to be received by the District from the United States Treasury under Section 6431 of the Code.

*“Fiscal Year”* means each twelve-month period during the Term of this Lease commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the District as its fiscal year period.

*“Hazardous Substance”* means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

*“Lease”* means this Lease Agreement dated as of May 1, 2011, between the Corporation and the District.

*“Lease Payment Date”* means May 1 and November 1 in each year, commencing \_\_\_\_\_, 2011, and continuing to and including the date on which the Lease Payments are paid in full.

*“Lease Payments”* means all payments required to be paid by the District under Section 4.3, including any prepayment thereof under Sections 9.2 or 9.3.

*“Net Proceeds”* means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

*“Permitted Encumbrances”* means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid under Article VI of this Lease; (b) the Site and Facility Lease, this Lease and the Assignment; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the District certifies in writing will not materially impair the use of the Property for its intended purposes.

*“Project Costs”* means all costs of payment of, or reimbursement for, the 2011 Project through \_\_\_\_\_.

*“Project Fund”* means the fund by that name created and maintained by the Custodian pursuant to the Project Fund Agreement.

*“Project Fund Agreement”* means that certain Project Fund Agreement, dated the Closing Date, by and among the District, the Assignee and the Custodian, as originally entered into or as it may be amended or supplemented pursuant to the provisions thereof.

*“Property”* means, collectively, the Site and the Facility.

*“Qualified Bonds”* means the District’s obligations under this Lease qualifying as a “qualified bond” as defined in Section 6431(f) of the Code.

*“Qualified Conservation Purpose”* means expenditures for one or more qualified conservation purposes as described in section 54D(f) of the Code including specifically capital expenditures incurred for the purpose of (A) reducing energy consumption in publicly-owned buildings by at least twenty percent (20%), (B) implementing green community programs, (C) rural development involving the production of electricity from renewable energy resources, or (D) any qualified facility as determined under Section 45(d) of the Code (without regard to paragraphs (8) and (10) thereof) relating to certain wind facilities, closed-loop biomass facilities, open-loop biomass facilities, geothermal or solar energy facilities, small irrigation power facilities, landfill gas facilities, trash facilities, qualified hydropower facilities and marine and hydrokinetic renewable energy facilities.

*“Qualified Energy Conservation Bond”* means this Lease qualifying as a “qualified energy conservation bond” as defined in Section 54D of the Code.

*“Qualified Energy Conservation Project”* means a project that is acquired or constructed with Available Project Proceeds for a Qualified Conservation Purpose.

*“Rental Period”* means each period during the Term of the Lease commencing on and including April 31 in each year and extending to and including the next succeeding May 1. The first Rental Period begins on the Closing Date and ends on \_\_\_\_\_.

*“Site”* means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease.

*“Site and Facility Lease”* means the Site and Facility Lease, dated as of May 1, 2011, by and between the District, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

*“State”* means the State of California.

*“Tax Code”* means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

*“Term of this Lease”* or *“Term”* means the time during which this Lease is in effect, as provided in Section 4.2.

*"Transaction Costs"* means the costs, fees and expenses incurred in connection with the execution and delivery of this Lease, the Site and Facility Lease, the Assignment and the Project Fund Agreement, including financial advisor fees, counsel fees, Custodian fees and expenses, recording costs, title insurance premium, fee to the California Debt and Investment Advisory Commission and similar costs, fees and expenses.

*"2011 Project"* includes, but is not limited to, the Central Plant renovation financed by the District with the proceeds of this Lease.

#### Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

### ARTICLE II COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the District. The District makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence.* The District is a political subdivision, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the District has duly authorized the execution and delivery by the District of the Site and Facility Lease and this Lease.

(b) *Due Execution.* The representative of the District executing the Site and Facility Lease and this Lease has been fully authorized to execute the same by a resolution duly adopted by the Board of Trustees of the District.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease and this Lease have been duly authorized, executed and delivered by the District and constitute the legal, valid and binding agreements of the District enforceable against the District in accordance with their respective terms.



(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease or the financial condition, assets, properties or operations of the District.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, or the financial condition, assets, properties or operations of the District.

(g) *Sufficient Funds.* The District reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease.

(h) *No Defaults.* The District has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title.* The District is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the District's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property.* During the term of this Lease, the Property will be used by the District only for the purpose of performing one or more governmental or proprietary functions of the District consistent with the permissible scope of the District's authority.

(k) *Change in Financial Condition.* The District has experienced no material change in its financial condition since June 30, 2010.

(l) *Hazardous Substances.* The Property is free of all Hazardous Substances, and the District is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk.* The Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(n) *Value of Property.* The insured value of the Property (real property replacement cost) is not less than \$\_\_\_\_\_.

(o) *Essential to District Operations.* The Property is essential to the District's efficient and economic operations and the lease thereof for use by the District is in the best interest of the District.

Section 2.2. Covenants, Representations and Warranties of the Corporation. The Corporation makes the following covenants, representations and warranties to the District as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence.* The Corporation is a nonprofit, public benefit corporation duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease and the Assignment and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery by the Corporation of the Site and Facility Lease, this Lease and the Assignment.

(b) *Due Execution.* The representative of the Corporation executing the Site and Facility Lease, this Lease and the Assignment is fully authorized to execute the same under official action taken by the Board of Directors of the Corporation.

(c) *Valid, Binding and Enforceable Obligations.* The Site and Facility Lease, this Lease and the Assignment have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease and the Assignment, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other

agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease and the Assignment or the financial condition, assets, properties or operations of the Corporation.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease or the Assignment, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease or the Assignment, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease or the Assignment or the financial condition, assets, properties or operations of the Corporation.

### ARTICLE III DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, the Assignee shall cause the amount of \$\_\_\_\_\_ to be deposited with the Custodian, of which \$\_\_\_\_\_ shall be deposited into the Project Fund and \$\_\_\_\_\_ shall be deposited into the Delivery Costs Fund, all to be held and administered under the Project Fund Agreement. Such amount shall be derived from amounts paid by the Assignee under the Assignment.

Section 3.2. Payment of Project Costs and Delivery Costs. Payment of Project Costs shall be made from the moneys deposited in the Project Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with the Project Fund Agreement. Payment of Delivery Costs shall be made from the moneys deposited in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with the Project Fund Agreement.

ARTICLE IV  
LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by Corporation Back to District.

(a) The Corporation hereby subleases the Property to the District, and the District hereby subleases the Property from the Corporation, upon the terms and conditions set forth in this Lease.

(b) The leasing of the Property by the District to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the District's subleasehold estate pursuant to this Lease and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease commences on the date of recordation of this Lease and ends on May 1, 2026, or the date on which all of the Lease Payments have been paid in full, provided that in no event shall the Term extend beyond May 1, 2041. If on May 1, 2026, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the District shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the District, then the term of this Lease shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed fifteen (15) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the District agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of \_\_\_\_\_% per annum, on the basis of a 360-day year of twelve 30-day months.

(b) *Effect of Prepayment.* If the District prepays all Lease Payments in full under Sections 9.2 or 9.3, the District's obligations under this Section will thereupon cease and terminate.

(c) *Rate on Overdue Payments.* If the District fails to make any of the payments required in this Section 4.3, the payment in default will continue as an obligation of the District until the amount in default has been fully paid, and the District agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 12% per annum or any lesser maximum legal rate.

(d) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the District in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of, the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments are not in excess of the fair rental value of the Property. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the District and the general public.

(e) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the District, subject to the provisions of Sections 6.1, 6.3 and 9.1. The District covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the District herein contained constitute duties imposed by law and it is the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

(f) *Allocation of Lease Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) *No Offsets.* Notwithstanding any dispute between the Corporation, or Assignee as the Corporation's assignee, and the District, the District shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(h) *Assignment.* The District understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment recorded concurrently herewith, and the District hereby assents to such assignment. The Corporation hereby directs the District, and the District hereby agrees, to pay to the Assignee (or to its assignees as directed pursuant to Section 7.4 hereof) all payments payable by the District under this Section 4.3 and all amounts payable by the District under Article IX. Lease Payments shall be paid to the Assignee (or to its assignees as directed pursuant to Section 7.4 hereof) as follows:

Bank Name:  
ABA/Routing #  
Bank Address:

Beneficiary Name:  
Account #  
Beneficiary Address:

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease, the Corporation will provide the District with quiet use and enjoyment of the Property and the District will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease. The Corporation will, at the request of the District and at the District's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease, the District shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the District. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the District of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the District. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

Section 4.6. Release of Excess Property. The District may any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, at the Assignee's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The District shall certify to the Corporation and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The District shall file with the Corporation and the Assignee, and cause to be recorded in the office of the Yuba County Recorder's office, an amendment to this Lease, which deletes the Released Property from the description of the Property;

(c) The District shall file with the Corporation and the Assignee a written certificate of the District stating the District's determination that the estimated value of the real property which will remain leased under this Lease following such release is at least equal to the original principal components of the Lease Payments. Upon request of the Assignee, the District shall provide to the Assignee additional information and documents, which may include an independent appraisal and a certificate of insured value, to evidence the value of the remaining portion of the Property;

(d) The District shall file with the Corporation and the Assignee a written certificate of the District stating the District's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The District shall file with the Corporation and the Assignee such other information, documents and instruments as the Corporation or the Assignee shall reasonably request, including (if requested) an independent appraisal or evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The District is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the District shall execute, deliver and cause to be recorded all documents required to discharge this Lease of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available, the District shall substitute under the Site and Facility Lease and this Lease one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the District is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the District shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

(c) In the event the District is unable to implement the actions described in subsections (a) and (b) above, the District and the Corporation hereby agree that the obligations evidenced by this Lease shall be the senior encumbrance on the Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease and there shall be no payments in any Rental Period on the obligations evidenced or secured thereby until all of the scheduled Lease Payments set forth on Exhibit C hereto for such Rental Period have been paid in full.

## ARTICLE V MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the District, and the District will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which

may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the District under the terms of this Lease.

The District will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the District that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the District will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

Section 5.2. Modification of Property. The District has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The District shall maintain or cause to be maintained throughout the Term of this Lease a standard comprehensive general insurance policy or policies in protection of the District, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least \$1,000,000 per occurrence/\$3,000,000 in the aggregate for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with



any other insurance coverage carried by the District (including, with Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The District will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The District will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to all buildings situated on the Property and owned by the District, in an amount at least equal to the greater of the replacement value of the insured buildings, or the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District (including, with the Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The District will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The District will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the District. The District will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the District shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the District shall, at its expense, (a) cause this Lease, the Site and Facility Lease and the Assignment, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee's interests in the leasehold estate established under the Site and Facility Lease in the Property, subject only to Permitted Encumbrances, in an

amount equal to the original principal components of the Lease Payments. The District will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the District and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Assignee shall be added as an additional insured for coverage up to \$1,000,000. Prior to the Closing Date, the District will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the District will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the District shall notify the Assignee of such fact.

Section 5.9. Installation of District's Personal Property. The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the District, in which the Corporation has no interest, and may be modified or removed by the District at any time. The District must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the District from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The District will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the District certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the District will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the District fails to perform any of its obligations under this Article V, the Assignee or the Corporation may take such action as may be necessary to cure

such failure, including the advancement of money, and the District shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The District will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The District will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the District will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The District will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. District Consent to Assignments. Certain of the Corporation's rights under this Lease, including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment. The District hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The District agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease.

ARTICLE VI  
EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the District and the Corporation and communicated to the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the District in the event of any such damage or destruction shall be deposited by the District promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the District shall determine and notify the Corporation and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the District and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid Lease Payments.

(iii) In the event the District's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments pursuant to Section 9.3 of this Lease; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 of this Lease and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such

Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a District Representative.

(iv) In the event the District's determination is as set forth in clause (B) of subparagraph (ii) above, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the District, and until the Property has been restored to its prior condition, the District shall not place any lien or encumbrance on the Property that is senior to this Lease without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the District in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the District has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under this Lease, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the District shall so certify to the Corporation and the Assignee, and the District shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease.

(ii) If the District has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under this Lease, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the District shall so certify to the Corporation and the Assignee, and the District shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District has given written notice to the Corporation and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the District to meet any of its obligations with respect to the Property under the Lease or (B) all of the Property shall have been taken in such eminent domain proceedings, then the District shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease.

(iv) In making any determination under this Section 6.2(b), the District may, but shall not be required to, obtain at its expense, the report of an independent engineer or

other independent professional consultant, a copy of which shall be filed with the Corporation and the Assignee. Any such determination by the District shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the District in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the District of the Property or any portion thereof to the extent to be agreed upon by the District, the Corporation and the Assignee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a District Representative to the Corporation and the Assignee. In the event of any such damage or destruction, this Lease shall continue in full force and effect and the District waives any right to terminate this Lease by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

## ARTICLE VII OTHER COVENANTS OF THE DISTRICT

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE DISTRICT LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Property by the District.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The District agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the District, to enter upon and to examine and inspect the Property or any part thereof. The District further agrees that

the Corporation, and the Corporation's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the District, as may be reasonably necessary to cause the proper maintenance of the Property if the District fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

The District further grants, conveys and confirms to the Corporation, for the use, benefit and enjoyment of the Corporation, its successors in interest to the Property (including the Assignee) and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease over, across and under the property of the District adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The District hereby indemnifies the Corporation, the Assignee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the District, (b) any breach or default on the part of the District in the performance of any of its obligations under this Lease, (c) any negligence or willful misconduct of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the District with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or gross negligence under this Lease by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Term of this Lease for any reason. The District and the Corporation each agree to promptly give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment by the Corporation. The Corporation's rights, title and interest under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the District hereunder, have been assigned to the Assignee. The District hereby consents to such assignment. Whenever in this Lease any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its right, title and interests herein, but no such assignment will be effective as against the District unless and until the Assignee has filed with the District written notice thereof. The District shall pay all Lease Payments hereunder

to the Assignee as provided in Section 4.3(h) hereof or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the District. During the Term of this Lease, the District will keep a complete and accurate record of all such notices of assignment.

Section 7.5. Assignment and Subleasing by the District. This Lease may not be assigned, mortgaged, pledged or transferred by the District. The District may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District, and any sublease shall be subject and subordinate to this Lease.

(b) The District shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the District may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The District shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the value of the Property.

Section 7.6. Amendment of Lease. This Lease may be amended with the prior written consent of the Corporation and the Assignee (at the Assignee's sole discretion) provided such amendment does not, in the Assignee's sole judgment, adversely affect the Assignee. Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the District at its expense shall obtain an opinion of Bond Counsel addressed to the Assignee stating that such amendment will not adversely affect the exclusion from gross income of the interest component of the Lease Payments.

Section 7.7 QECB Covenants and Representations; Pledge of Federal Subsidy Payments.  
(A) Covenants. At all times during the term of this Lease, the District will comply with the following covenants to ensure that the District's obligations under this Lease constitute a "qualified energy conservation bond" under and as defined in Section 54D(a) of the Code:

(1) District will maintain its status as an entity that constitutes a qualified issuer under and as required by Section 54D(a)(2) of the Code.



(2) The District will assure that all of the Available Project Proceeds will be used for a Qualified Conservation Purpose or Purposes in accordance with Section 54D(f) of the Code.

(3) The District will take any and all actions necessary to assure compliance with Section 148(f) of the Code, as modified by Section 54A(d)(4) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to this Lease.

(4) The District will not take, or permit or suffer to be taken, any action with respect to the Available Project Proceeds that, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the obligations under this Lease to be “arbitrage bonds” within the meaning of Section 148(a) of the Code, as modified by Section 54A(d)(4) of the Code.

(5) The District will assure that the Available Project Proceeds are not used in a manner that would cause the District’s obligations under this Lease to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code. The District does not reasonably expect to use any of the Available Project Proceeds for other than governmental or public use purposes.

(6) No amount in excess of two percent (2%) of the amount deposited in the Acquisition Fund on the Closing Date, and investment earnings thereon, will be used to pay Transaction Costs.

(7) Except as otherwise provided in the following sentence, all investments of amounts deposited in the Acquisition Fund or any fund or account created by or pursuant to this Lease, will be acquired, disposed of, and valued (as of the date that valuation is required by this Lease or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code (unless valuation is undertaken at least annually) will be valued at their present value (within the meaning of Section 148 of the Code).

(8) The District shall complete and timely file an information return (Form 8038-TC) with the IRS in accordance with Section 149(e) of the Code.

(9) The District will file, or cause to be filed, Form 8038-CP or any successor form designated by the federal government, requesting payment of the Federal Subsidy Payments with respect to the interest component of the next Rental Payment no later than sixty (60) days before the next Payment Date; provided, however, that nothing herein shall relieve the District from the responsibility to appropriate for all Lease Payments regardless of the availability of Federal Subsidy Payments.

(10) The District shall comply with all State and local law requirements governing conflicts of interest as such requirements may relate, directly or indirectly, to this financing. The District hereby covenants and agrees to comply with any conflict of interest rules prescribed by the Secretary of the Treasury governing the appropriate

Member of Congress, federal, State, and local officials, and their spouses as such rules may apply to this Lease.

(11) The District hereby covenants and agrees to comply with the wage rate requirements of Title 40, Subtitle II, Part A, Chapter 31, Subchapter IV of the United States Code (the Davis-Bacon Act) in the construction of the Qualified Energy Conservation Project.

(B) Representations. The District hereby represents as follows:

(1) The District has received an allocation of a portion of the national qualified energy conservation bond limitation in the aggregate amount of \$6,330,000, for its obligations under this Lease.

(2) The District reasonably expects to expend 100% of the Available Project Proceeds on a Qualified Energy Conservation Project within the Expenditure Period.

(3) The District reasonably expects that, within six (6) months of the Closing Date, it will enter into a binding commitment with a third party to spend at least ten percent (10%) of the Available Project Proceeds for a Qualified Conservation Purpose.

(4) Other than amounts in the Acquisition Fund and the District's general fund and the Federal Subsidy Payments, no fund or moneys are pledged to the payment of, or are reasonably expected to be used directly or indirectly to pay, Lease Payments, or are reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay Lease Payments.

(C) Pledge of Federal Subsidy Payments. District hereby pledges the Federal Subsidy Payments as security for the Lease Payments. Promptly upon receipt of any Federal Subsidy Payments, the District shall cause such Federal Subsidy Payments to be applied to offset the then due and owing interest components of the Lease Payments.

Section 7.8. Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each Fiscal Year of the District during the Term hereof, the District will provide the Corporation and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the District's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. At Assignee's request, the District will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

## ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein or to maintain insurance as required herein.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Assignee. However, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee may consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the District within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) Any statement, representation or warranty made by the District in or pursuant to this Lease or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the District is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$1,000,000.

(f) Any default by the District to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, if the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in the District for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The District agrees to surrender and quit possession of the Property upon demand of the Corporation for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Corporation in excess of the sum of Lease Payments plus costs and expenses incurred by the Corporation for its services in re-leasing the Property shall be paid to the District.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Corporation terminates this Lease at its option and in the manner hereinafter provided due to a default by the District (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the District nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District covenants and agrees that no surrender of the

Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Corporation may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the District hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

## ARTICLE IX PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease, the District may on any date secure the payment of the Lease Payments in whole by depositing with

a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the District instructs at the time of said deposit. In the event of a security deposit under this Section, (i) the Term of this Lease shall end; (ii) all obligations of the District under this Lease, and all security provided by this Lease for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the District to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the District, and (B) the release and indemnification obligations of the District under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Corporation's leasehold interest in the Property will vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. The District hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. Prepayment. (A) Optional Prepayment. On any Payment Date on or after May 1, 2016, the District may prepay its obligations hereunder in whole by paying to the Corporation the Rental Payment due on such date together with an amount equal to the percentage of the unpaid principal components of the Lease Payments specified below, plus the amount of any interest components of the Lease Payments that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the lease term.

<u>Payment Dates</u>	<u>Prepayment Price</u>
May 1, 2016, to May 1, 2021	102%
November 1, 2021, and thereafter	101

The District shall, at least thirty (30) days prior to such prepayment, notify the Corporation of its intention to prepay its obligations hereunder. The District agrees that, if following such prepayment the Leased Property are damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Lease Payments and shall not be entitled to any reimbursement of such Lease Payments.

(B) Optional Prepayment Upon Change in Law. The District may prepay its obligations hereunder in whole on any date, if a “Change in Law” (as defined below) shall have occurred, by paying to the Corporation an amount equal to the percentage of the unpaid principal components of the Lease Payments specified below, plus the interest component of the unpaid Lease Payments accrued to the date of prepayment, plus the amount of any interest components of the Lease Payments that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the lease term. “Change in Law” means legislation enacted by the Congress of the United States of America or a ruling, regulation or statements issued by the Treasury or the Internal Revenue Service that (1) repeals, revokes or reduces the Federal Subsidy Payments or (2) imposes one or more new substantive conditions on the receipt by the District of the Federal Subsidy Payments.

<u>Payment Dates</u>	<u>Prepayment Price</u>
Prior to May 1, 2016	103%
May 1, 2016, to May 1, 2021	102
May 2, 2021, and thereafter	101

(C) Extraordinary Mandatory Prepayment from Unexpended Available Project Proceeds. To the extent that less than 100% of the Available Project Proceeds are expended for a Qualified Energy Conservation Project by the end of the Expenditure Period, the portion of this Facility Lease determined to be a “nonqualified bond” (as determined in the same manner as under Section 142 of the Tax Code) shall be prepaid within ninety (90) days of the end of the Expenditure Period, all in accordance with the requirements of Section 54A(d)(2) of the Tax Code.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The District shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The District and the Corporation hereby agree that such proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the District’s obligations under this Section 9.3.

## ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the District and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Corporation:

County of Yuba Public Facilities Corporation  
c/o Yuba County  
915 8<sup>th</sup> Street  
Marysville, CA 95901  
Attention: County Administrator  
Phone: (530) 749-7575  
Fax: (530) 749-7312

If to the District:

Yuba Community College District  
2088 North Beale Road  
Marysville, CA 95901  
Attention: Vice Chancellor,  
Administrative Services  
Phone: (530) 741-6800  
Fax: (530) 741-3541

If to the Assignee:

Banc of America Leasing & Capital, LLC  
[ADDRESS]  
Attention:  
Fax No.:

Section 10.2. Binding Effect. This Lease inures to the benefit of and is binding upon the Corporation, the District and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease is a "net-net-net lease" and the District hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

Section 10.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease is governed by and construed in accordance with the laws of the State.



Section 10.8. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the Corporation and the District have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

COUNTY OF YUBA  
PUBLIC FACILITIES CORPORATION

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

YUBA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Vice Chancellor, Administrative Services

Attest:

\_\_\_\_\_  
Clerk of the Board of Trustees

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

## **EXHIBIT A**

### **DESCRIPTION OF THE SITE**

All that certain real property situated in the County of Yuba, State of California, described as follows:

A.P.N.

## **EXHIBIT B**

### **DESCRIPTION OF THE FACILITY**

*[Subject to Revision]*

The Yuba College Campus Central Plant facility located on the Site at 2088 North Beale Road, Marysville, California, is a \_\_\_\_\_ square \_\_\_\_\_ building constructed in \_\_\_\_\_, and provides heating and cooling for the Yuba College Campus.

The Yuba College Campus Life Sciences building located on the Site at 2088 North Beale Road, Marysville, California, is a 31,393 square foot masonry building constructed in 1962.

## EXHIBIT C

### SCHEDULE OF LEASE PAYMENTS

<u>Due Date</u>	<u>Amount Attributable to Principal</u>	<u>Amount Attributable to Interest</u>	<u>Total Rental Payment</u>	<u>Expected Subsidy Payment</u>
11/1/2011				
5/1/2012				
11/1/2012				
5/1/2013				
11/1/2013				
5/1/2014				
11/1/2014				
5/1/2015				
11/1/2015				
5/1/2016				
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5/1/2025				
11/1/2025				
5/1/2026				
11/1/2026				

Effective Interest Rate: \_\_\_\_\_%

**RECORDING REQUESTED BY:**

Yuba Community College District

**WHEN RECORDED RETURN TO:**

Kronick, Moskovitz, Tiedemann & Girard,  
A Professional Corporation  
400 Capitol Mall, 27th Floor  
Sacramento, CA 95814-4417  
Attn: Jacqueline Peppard

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**ASSIGNMENT AGREEMENT**

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Dated as of May 1, 2011

For Value Received, the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION (the "Corporation") without recourse does hereby sell, assign and transfer to BANC OF AMERICA LEASING & CAPITAL, LLC (the "Assignee"), and its successors and assigns, (i) all of its rights, title and interest in and to the Lease Agreement, dated as of May 1, 2011, a Memorandum of which has been recorded concurrently herewith, by and between the Corporation, as lessor, and the Yuba Community College District, California (the "District"), as lessee (said Lease and any supplements, amendments, annexations, extensions or renewals thereof is referred to hereinafter as the "Lease"), (ii) all of its rights, title and interest in and to the Site and Facility Lease, dated as of May 1, 2011, which has been recorded concurrently herewith, by and between the District, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease. The Site and Facility Lease and the Lease delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Corporation and the District respecting the leases made thereunder and the lease payments made therefor.

The Corporation represents and warrants as follows:

- (1) it has made no prior sale or assignment of any interest covered hereby;
- (2) that the Lease and Site and Facility Lease are genuine and in all respects are what they purport to be; and

(3) that Assignee is not liable for and does not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease to be kept, paid or performed by the Corporation, with exception of such covenants, agreements, duties and obligations (if any) which are expressly made the responsibility of Assignee under the Lease.

The Corporation further represents and warrants that as of the date of this Assignment, the Lease and Site and Facility Lease are in full force and effect and the District is not in default of any of the terms set forth therein.

By its acceptance of this Assignment, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Lease is \$\_\_\_\_\_ ; (ii) that it reasonably expects to hold the Lease for its own account and does not presently expect to sell, assign, or otherwise transfer the Lease, subject to the Assignee's right to dispose of or otherwise deal with its property (including the Lease) as it determines to be in its best interests from time to time; and (iii) that it will treat the Lease as an investment for federal income tax purposes.

This Assignment shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Any provision of this Assignment found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment.

This Assignment binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Corporation and the Assignee arising under this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment.

The Property which is the subject of the Lease is set forth in Appendix A attached hereto and by this reference incorporated herein.

*[Remainder of Page Left Intentionally Blank]*

This Assignment 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.

COUNTY OF YUBA PUBLIC FACILITIES  
CORPORATION

By \_\_\_\_\_  
President

ACCEPTANCE OF ASSIGNMENT:

BANC OF AMERICA LEASING &  
CAPITAL, LLC, as Assignee

By \_\_\_\_\_  
Authorized Officer

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: *Lar Garamore*



**APPENDIX A**  
**DESCRIPTION OF THE PROPERTY**

**Description of the Site**

All that certain real property situated in the County of Yuba, State of California, described as follows:

A.P.N.

**Description of the Facility**

The Yuba College Campus Central Plant facility located on the Site at 2088 North Beale Road, Marysville, California, is a \_\_\_\_\_ square \_\_\_\_\_ building constructed in \_\_\_\_\_, and provides heating and cooling for the Yuba College Campus.

The Yuba College Campus Life Sciences building located on the Site at 2088 North Beale Road, Marysville, California, is a 31,393 square foot masonry building constructed in 1962.

**RECORDING REQUESTED BY:**

Yuba Community College District

**WHEN RECORDED RETURN TO:**

Kronick, Moskovitz, Tiedemann & Girard,  
A Professional Corporation  
400 Capitol Mall, 27th Floor  
Sacramento, CA 95814-4417  
Attn: Jacqueline Peppard

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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**SITE AND FACILITY LEASE**

**Dated as of May 1, 2011**

**by and between the**

**YUBA COMMUNITY COLLEGE DISTRICT, as Lessor**

**and the**

**COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, as Lessee**

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## SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of May 1, 2011, is by and between the YUBA COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under and by virtue of the laws of the State of California (the "District"), as lessor, and the COUNTY OF YUBA PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

### WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the District proposes to lease those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the District to finance the renovation of the Central Plant on the Yuba College Campus located within the geographic boundaries of the District;

WHEREAS, the Corporation proposes to lease the Property back to the District pursuant to that certain Lease Agreement, dated as of May 1, 2011, a memorandum of which is recorded concurrently herewith (the "Lease") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease, including its right to receive lease payments under the Lease (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease in the event of a default thereunder by the District, to Banc of America Leasing & Capital, LLC (the "Assignee") pursuant to that certain Assignment Agreement, dated as of May 1, 2011, by and between the Corporation and the Assignee which is recorded concurrently heretowith (the "Assignment");

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease.

Section 2. Site and Facility Lease. The District hereby leases to the Corporation and the Corporation hereby leases from the District, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in the County of Yuba, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Records of the County of Yuba, State of California, and shall end on May 1, 2026, unless such term is extended or sooner terminated as hereinafter provided. If, on May 1, 2026, the aggregate amount of Lease Payments

(as defined in and as payable under the Lease) shall not have been paid, by reason of abatement, default or otherwise, or provision shall not have been made for their payment in accordance with the Lease, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but under any circumstances not later than May 1, 2041. If, prior to May 1, 2027, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The District agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental payment of \$ \_\_\_\_\_. The District and the Corporation agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the District pursuant to the Lease and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the District under the Lease, the Corporation and its assigns may exercise the remedies provided in the Lease.

Section 6. District's Interest in the Site and the Facility. The District covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the District shall be in default under the Lease, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease and the Assignment, without the written consent of the District and the Assignee. If the District is in default under the Lease, the Assignee (including its successors and assigns under the Lease) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 8. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the District.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease shall be deemed to occur as a result

thereof and the District shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease remains in effect, the District will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease, the Corporation may (i) exercise the remedies provided in the Lease, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the District hereby releases each and every board member, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No board member, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property (including both land and improvements) will be paid in accordance with the Lease.

Section 14. Eminent Domain. In the event the whole or any part of the Property thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments and any then unpaid interest component of the Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease, the balance of the award, if any, shall be paid to the District. The District hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Property through the eminent domain powers of the District. However, the District hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the District with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments plus the interest component of Lease Payments accrued to the date of payment of all Lease Payments under the Lease.

Section 15. Use of the Proceeds. The District and the Corporation hereby agree that the lease to the Corporation of the District's right and interest in the Property pursuant to Section 1 serves the public purposes of the District.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding,

order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the District and the Corporation and their respective successors and assigns. The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

Section 23. No Merger. Neither this Site and Facility Lease, the Lease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the District to the Property under this Site and Facility Lease and the District's leasehold interest therein under the Lease.

IN WITNESS WHEREOF, the District and the Corporation have caused this Site and Facility Lease to be executed by their respective officer's thereunto duly authorized, all as of the day and year first above written.

YUBA COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Vice Chancellor, Administrative Services

Attest:

\_\_\_\_\_  
Clerk of the Board of Trustees

COUNTY OF YUBA  
PUBLIC FACILITIES CORPORATION

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]



## **EXHIBIT A**

### **DESCRIPTION OF THE SITE – YUBA COUNTY**

All that certain real property situated in the County of Yuba, State of California, described as follows:

A.P.N.

## **EXHIBIT B**

### **DESCRIPTION OF THE FACILITY**

*[Subject to Revision]*

The Yuba College Campus Central Plant facility located on the Site at 2088 North Beale Road, Marysville, California, is a \_\_\_\_\_ square \_\_\_\_\_ building constructed in \_\_\_\_\_, and provides heating and cooling for the Yuba College Campus.

The Yuba College Campus Life Sciences building located on the Site at 2088 North Beale Road, Marysville, California, is a 31,393 square foot masonry building constructed in 1962.



*CONSENT*  
*AGENDA*

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# *The County of Yuba*

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AUDITOR - CONTROLLER

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165-11

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DEAN E. SELLERS

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

## INDEPENDENT ACCOUNTANT'S REPORT ON THE TREASURER'S STATEMENT OF ASSETS

To the Honorable  
Board of Supervisors  
County of Yuba  
Marysville, CA 95901

We have reviewed the accompanying Treasurer's Statement of Assets of the County of Yuba as of December 31, 2010 and for the quarter then ended, in accordance with California Government Code Section 26920(a) and Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in the Treasurer's Statement of Assets is the representation of the Treasurer-Tax Collector of the County of Yuba.

A review consists principally of inquiries of departmental personnel and analytical procedures applied to the financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the Treasurer's Statement of Assets. Accordingly, we do not express such an opinion.

Based on our review, are not aware of any material modifications that should be made to the accompanying Treasurer's Statement of Assets in order for it to be in conformity with accounting principles generally accepted in the United States of America.

*Yuba County Auditor Controller*

March 15, 2011

cc: Dan Mierzwa, Treasurer-Tax Collector  
Robert Bendorf, County Administrator

COUNTY OF YUBA  
TREASURER'S STATEMENT OF ASSETS  
FOR THE QUARTER ENDED DECEMBER 30, 2010

	BOOK VALUE
Cash on Hand	\$ 31,640
Deposits with Financial Institutions:	
U.S. Bank	\$ 3,415,705
Investments:	
CAMP Operating Account	4,750,000
Local Agency Investment Fund	50,000,000
Union Bank Money Market	-
State Municipal Investments	10,074,600
Negotiable Certificates of Deposit	25,000,000
Federal Agency Issues	117,400,814
Commercial Paper	-
Medium Term Corporate Notes	79,311,859
Local Agency Investment Bond	100,000
Total Pool Portfolio	\$ 286,637,273
Bonds	
CAMP Marysville Joint USD	52,631,017
Yuba County Water Agency Special Investments	15,147,217
Total Bonds:	\$ 67,778,234
Yuba Levee Financing Authority	
Federal Agency Issues	19,490,467
Medium Term Corp. & Municipal Notes	7,037,300
U.S. Bank Sweep Account	1,802,857
YLFA CAMP	844,175
Total Yuba Levee Financing Authority Portfolio	\$ 29,174,799
Grand Total, All Cash and Investments:	\$ 387,037,651

April 5, 2011 – MINUTES



MINUTE BOOK NO. 68 PAGE 57

D. Sheriff-Coroner

1. Adopt resolution authorizing the Sheriff to execute the state application and agreement through the Department of Boating and Waterways for financial aid for the boating program fiscal year 2011/2012; and approve the contract with Department of Boating and Waterways and authorize the Chairman to execute same. (139-11) Adopted Resolution No. 2011-26 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE THE STATE APPLICATION FOR FINANCIAL AID FOR THE BOATING PROGRAM FISCAL YEAR 2011-2012."

IV. SPECIAL PRESENTATION

- A. Present proclamation proclaiming April 2011 as Child Abuse Prevention Month. (Ten minute estimate) (140-11)  
Chairman Abe presented the proclamation to Casa de Esperanza Representative Emma Gee.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. Approve letter of support to Three Rivers Levee Improvement Authority regarding developing the Feather River Floodway for recreation use and authorize the Chairman to execute same. (141-11) Public Works Director Mike Lee recapped the project and responded to Board inquiries.

Ms. Alyssa Lindman, Yuba County Trails Commission Chair, supported the project.

Mr. Nick Spalding, felt more details were needed prior to a decision.

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

2. Adopt resolution to approve application for grant funds from the Statewide Park program to acquire land and develop a community park in East Linda. (Land Use and Public Works Committee recommends approval) (142-11)  
Public Works Director Mike Lee recapped the grant application and responded to Board inquiries.

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

Adopted Resolution No. 2011-27 which is on file in Yuba County Resolution Book No. 42 entitled: "APPROVE APPLICATION FOR GRANT FUNDS FROM THE STATEWIDE PARK PROGRAM TO ACQUIRE LAND AND DEVELOP A COMMUNITY PARK IN EAST LINDA."

B. County Administrator

1. Appoint Public Works Director Michael Lee as the Yuba County Surveyor retroactive to April 1, 2011 pursuant to Chapter 2.35 of the Yuba County Ordinance Code; authorize the County Administrator to amend Public Works Director employment agreement to reflect a five percent base pay salary increase; and authorize the Chairman to execute the amendment. (146-11) County Administrator Robert Bendorf recapped the need for appointment, increase in salary, and responded to Board inquiries.

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



VII. CORRESPONDENCE - (143-11)

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

- A. Letter from Sutter Yuba Republican Women Federated regarding sponsoring students for the Advocacy Day Workshop held in Sacramento on April 19, 2011.
- B. Two notices from California Department of Fish and Game regarding adoption of emergency regulations concerning ocean salmon sport fishing and the incidental take of Mountain yellow-legged frog.
- C. Letter from Stewardship Council regarding public comment period for draft guidelines for achieving property tax neutrality.
- D. Notice of default from CR Title Services Inc., and election to sell property, APN 022-142-015, located in Plumas Lake.
- E. Letter from Senator Doug LaMalfa regarding grant funding received for affordable housing programs.
- F. Letter from Wheatland Union High School District regarding adding the railroad spur at Ostrom Landfill.

VIII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Nicoletti:

- Yuba Sutter Arts Council Directors meeting March 28, 2011
- Re-bid issued on North levee system of the Yuba River by Three Rivers Levee Improvement Authority
- Peach Tree Health Care Directors meeting March 30, 2011, and Health Care conference attended in Washington DC the week of March 21, 2011
- Spoke on the General Plan Update at a Tea Party political event held April 4, 2011
- Local Government Commission Annual Ahwahnee Conference March 17 – 20, 2011

Supervisor Stocker:

- Memorial Adjournment - Ms. Kay Matchke and Mr. Francis Lloyd "Pat" Sperbeck
- Out of town March 25 - April 1, 2011

Supervisor Griego:

- Employee Service Awards Luncheon held March 25, 2011
- Feather River Air Quality Management District Directors meeting held March 28, 2011
- Lindhurst High School Athletic Awards for basketball
- AMGEN Cycling Tour
- Spoke on the General Plan Update at a Tea Party political event held April 4, 2011
- Public informational meeting on Simpson Lane to Goldfields levee improvement project scheduled April 6, 2011

Supervisor Abe:

- Regional Council of Rural Counties Directors meeting held March 23, 2011
- California State Association of Counties Directors meeting held March 24, 2011
- Marysville High School grand opening of new Agricultural Building on March 22, 2011
- North Central Counties Consortium Directors meeting held March 30, 2011
- AMGEN Cycling Tour
- Meeting with Beale Officials
- Employee Service Awards Luncheon held March 25, 2011

IX. CLOSED SESSION: The Board retired into closed session at 6:53 p.m. to discuss the following:

- A. Personnel pursuant to Government Code §54957 (b) (1) -  
1. Public Employee: Ratification of Action taken and  
2. Public Employee: Discipline/Dismissal/Release

The Board returned at 7:33 p.m. with all present as indicated above.

Counsel announced the Board voted 4/0 to ratify the County Administrator's action, and the Board voted 4/0 to give the County Administrator authority to take appropriate action in regards to the public employee.

- X. ADJOURN – 7:33 p.m. by Chairman Abe in memory of Ms. Kay Matchke and Mr. Francis Lloyd "Pat" Sperbeck.

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Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

# *The County of Yuba*

## BOARD OF SUPERVISORS

APRIL 12, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9: a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, Chief Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All Present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

### A. Administrative Services

1. Approve lease agreement with Yuba County Office of Education for space occupied by the Public Guardian at the One Stop in Marysville and authorize the Chairman to execute same. (Public Facilities Committee recommends approval) (147-11) Pulled from agenda.
2. Authorize Budget Transfer in the total amount of \$142,970 to appropriate revenue and adjust budget expenditures for the County Airport. (148-11) Authorized.

### B. Agricultural Commissioner

1. Adopt resolution authorizing the Agricultural Commissioner to execute certain contracts and agreements for Fiscal Year 2011/2012. (Protective Inspection Committee recommends approval) (149-11)  
Adopted Resolution No. 2011-28, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE AGRICULTURAL COMMISSIONER TO EXECUTE CERTAIN CONTRACTS/AGREEMENTS/COOPERATIVE AGREEMENTS FOR FY 2011/2012 OR MULTI YEAR."

C. Community Development and Services

1. Adopt resolution authorizing the Community Development and Services Director to complete purchase of single family residence APN 019-433-009 as part of the neighborhood stabilization program and to execute all documents needed for completion of purchase, rehabilitation, and resale. (150-11)  
Adopted Resolution No. 2011-29, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING YUBA COUNTY COMMUNITY DEVELOPMENT AND SERVICES AGENCY DIRECTOR TO COMPLETE PURCHASE OF SINGLE FAMILY RESIDENCE APN 019-433-009 AS PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM AND EXECUTE ALL DOCUMENTS NEEDED FOR COMPLETION OF PURCHASE, REHABILITATION AND RESALE."
2. Adopt resolution approving engineer's report and declaring intention to levy and collect assessments with Gledhill Landscaping and Lighting District for Fiscal Year 2011/2012. (151-11)  
Adopted Resolution No. 2011-30, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION TO ADOPT ENGINEER'S REPORT AND DECLARE INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN GLEDHILL LANDSCAPING AND LIGHTING DISTRICT."
3. Adopt resolution certifying the 2010 County Maintained Mileage. (152-11)  
Adopted Resolution No. 2011-31, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION CONCERNING THE COUNTY MAINTAINED MILEAGE."
4. Approve plans and specifications for Wheeler Ranch Phase 1 Project at Feather River Boulevard and Arboga Road, authorize the Chairman to execute same, and authorize Public Works to solicit bids with a tentative bid opening date of May 4, 2011. (153-11) Approved.

D. Health and Human Services

1. Authorize Budget Transfer in the amount of \$22,859 from Account No. 100-5200-451-2300 (Professional Services) to Account No. 100-5200-451-6200 (Fixed Assets), for purchase of fixed assets to be used at points of dispensing and alternate care sites. (Human Services Committee recommends approval). (154-11) Authorized Budget Transfer.

E. Sheriff-Coroner

1. Approve cooperative agreement with United States Forest Service to provide campground patrols on United States forestland and authorize the Chairman to execute same. (155-11) Approved agreement.

IV. SPECIAL PRESENTATION

- A. Recognize Beale Air Force Base Officer of the Year Master Sergeant Pierre Carre. (No background material) (Ten minute estimate) (156-11) Captain Jose LaBron, 9th Mission Support Group Commander recapped outstanding efforts by Master Sergeant Pierre Carre, 9th SFS Delta Flight Chief, during an attack by Taliban fighters at Bagram Air Base on May 19, 2010. Master Sergeant Pierre Carre was recognized by the Board of Supervisors as the Beale Air Force Base Officer of the Year.

Supervisor Nicoletti presented a letter of appreciation to Master Sergeant Pierre Carre.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Approve and authorize the creation of a Capital Improvement Project Manager position; and approve Human Resources to post and recruit the position. (Ten minute estimate) (157-11) Administrative Services Director Doug McCoy recapped the request and responded to Board inquiries.

County Administrator Robert Bendorf advised the projects pending are unique and complex and require someone with project managing skills and experience.

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

2. Approve creation of two capital improvement accounts for the County-wide Chevron energy efficiency project; as well as the new Sheriff Facility project and direct the Auditor's Office to establish same. (164-11)

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

B. Community Development and Services

1. Approve town hall meetings in each of the Supervisorial Districts to educate the public on the redistricting process. (Ten minute estimate) (158-11) Community Development and Services Director Kevin Mallen recapped discussions and determinations made by the Redistricting Committee on the necessity of town hall meetings to educate the public on the process of redistricting and to encourage participation and responded to Board inquiries.

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

C. Probation

1. Adopt resolution proclaiming April 10-16, 2011 National Crime Victims' Rights Week in celebration of service to victims of crime and commending Yuba County Probation and other units of government for providing exemplary service to victims of crime. (Twenty minute estimate) (159-11) Program Manager Jason Roper recapped the candle light vigil held Sunday, April 10, 2011, the pictorial display in the atrium of the Government Center and recognized the following individuals for their exemplary service to crime victims of Yuba County:

- Fremont-Rideout Nurses Cleo Moffit and Kat Raddigan
- Marysville Police Officer Randy Breceda
- Yuba County Detective Jason Nakamura
- Brad Enos, Yuba County District Attorney's Office

- Jennifer Dupre-Tokos, Butte County District Attorney's Office
- Brownsville Quilt Guild
- Supervising Deputy Probation Officer Glen Harris

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

Adopted Resolution No. 2011-32, which is on file in Yuba County Resolution Book No. 42 entitled:  
 "RESOLUTION PROCLAIMING APRIL 10 - 16, 2011 NATIONAL CRIME VICTIMS RIGHTS  
 WEEK IN CELEBRATION OF SERVICE TO VICTIMS OF CRIME AND COMMENDING YUBA  
 COUNTY PROBATION AND OTHER UNITS OF GOVERNMENT FOR PROVIDING EXEMPLARY  
 SERVICE TO VICTIMS OF CRIME."

VII. CORRESPONDENCE - (160-11)

- A. Letter from Yuba Sutter Farm Bureau regarding Recology Ostrom Road landfill rail spur project. Referred to Community Development and Services Agency. Accepted

VIII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Stocker:

- Memorial Adjournment - Mr. Alfred A. Lindenau
- Memorial Adjournment - Ms. Ann E. Butler
- General Plan 2030 survey regarding foothills community plan

Supervisor Griego:

- Memorial Adjournment - Mr. Cecil Willis
- Three River Levee Improvement Authority community outreach meeting for the Upper Yuba Levee Improvement Project held April 6, 2011
- Sacramento Area Council of Governments committee meeting held April 7, 2011
- Bike to Work month May 2011
- First 5 Yuba Commission meeting held April 10, 2011 concerning 2011/2012 budget
- Invited to be on the panel for Leadership Sacramento, Thursday, April 14, 2011
- Star Bend meeting with local fisherman Saturday April 16, 2011
- Sacramento Metro Chamber meeting April 12, 2011 for Cap to Cap trip

Supervisor Nicoletti:

- Three River Levee Improvement Authority community outreach meeting for the Upper Yuba Levee Improvement Project held April 6, 2011
- Yuba Sutter Arts Council collaboration with Shady Creek event held Saturday, April 9, 2011
- AMGEN tour meeting April 12, 2011 at 3:00 p.m. in the Wheatland Room
- 2011 Perspectives to be held April 29, 2011

Supervisor Vasquez:

- Commended Linda Fire Department, Bi-County Ambulance, and Sheriff's Department
- Commended Jason Roper for work with National Crime Victims' Week

- California Redistricting Board meeting held Sunday April 10, 2011
- Budget concerns for Fiscal Year 2011/2012

Supervisor Griego left the meeting at 11:04 a.m. and returned at 11:08 a.m.

Supervisor Abe:

- Sierra Sacramento Valley EMS meeting held April 8, 2011
- Memorial Adjournment - Mr. Carlin Hofman
- Memorial Adjournment - Ms. Frances Owen

IX. CLOSED SESSION: The Board retired into closed session at 11:09 a.m. to discuss the following:

- A. Pending litigation pursuant to Government Code §54956.9(a) – regarding the following:
  - 1) Broughton v. Shotwell and County of Yuba
  - 2) Carter v. Comar and County of Yuba
  - 3) Cox v. County of Yuba
  - 4) Martinov v. County of Yuba
  - 5) Donahoe v. Yuba-Sutter Transit and County of Yuba
  - 6) Hernandez v. County of Yuba
  - 7) Holston v. Debranca and Spadini
  - 8) Justice v. County of Yuba
  - 9) Lindsay v. Fryson and County of Yuba
  - 10) Saechao v. County of Yuba
  - 11) Ybarra v. County of Yuba
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: Kevin Mallen, Mike Lee, and Robert Bendorf Negotiation: Terms, Conditions and/or Purchase Price
- C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
- D. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner
- E. Personnel pursuant to Government Code § 54957 (b) (1) - Public Employee: Discipline/Dismissal/Release

The Board recessed at 12:30 p.m. and reconvened at 1:47 p.m. with all members present as indicated above.

The Board returned from Closed Session at 3:43 p.m. will all members present as indicated above.

Chief Deputy County Counsel Pat Garamone advised the Board gave authority for defense of appeal in the matter of Donoho vs. Yuba Sutter Transit; Personnel/Department Head matter was continued to May 10, 2011; and the Real Estate matter was continued to April 26, 2011.

- X. ADJOURN: at 3:45 p.m. in memory of Ms. Ann E. Butler, Ms. Frances Owen, Mr. Alfred A. Lindenau, Mr. Cecil Willis, and Mr. Carlin Hofman by Chairman Abe.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
BY: Rachel Ferris, Deputy Clerk

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



# *The County of Yuba*

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

167-11



**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** **In-Home Supportive Services Advisory Committee – Representative**  
**Date:** April 26, 2011

## **Recommendation**

Reappoint Gabriel Moore and Ron Russell to the In-Home Supportive Services Advisory Committee as representatives for a terms ending April 26, 2013.

## **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 is updated monthly. These are scheduled vacancies due to the expiration of their terms; both Mr. Moore and Mr. Russell have been serving on the Board since 2003 and wish to continue in this capacity.

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

## **Fiscal Impact**

None

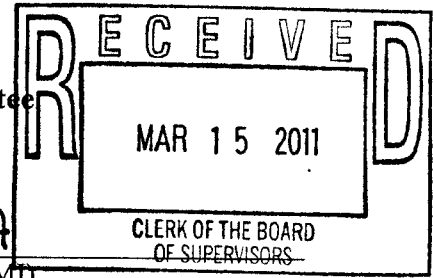
## **Committee Action**

None required.

/rf

attachment

Yuba County  
In-Home Supportive Services (IHSS) Advisory Committee  
Membership Application



Name: Moore Gabriel A  
(Last) (First) (MI)

Address: \_\_\_\_\_  
(Street/Mailing) (City) (Zip)

Home Phone: (530) \_\_\_\_\_ Work Phone: (530) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

1. Are you a current or past user of in-home personal assistance services? \_\_\_\_\_
2. Are you an individual with a disability? \_\_\_\_\_
3. Are you a current or past IHSS care provider? \_\_\_\_\_
4. Employment Status: Working ☒ Retired ☐ Unemployed ☐  
Volunteer ☐ Other: Please specify: \_\_\_\_\_

Current or most recent position: APS/IHSS Social Worker III

5. Can you attend meetings scheduled during regular work hours? Yes ☒ No ☐

6. Please check all that apply:  
☐ I can attend weekly meetings  
☐ I can attend meetings every two weeks  
☒ I can attend monthly meetings

7. Briefly describe any past experience you have working with committees or as a member of a task force.  
For the past several years I have been the Yuba County representative on the IHSS Advisory Committee

8. What do you feel would be your major contribution to the IHSS Advisory Committee?  
I have a lot of experience working with people with disabilities, personally and professionally

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.

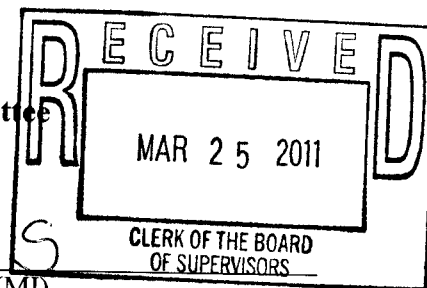
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Gabriel Moore  
Signature

3-15-11  
Date

Please return completed application to: Yuba County Board of Supervisors  
915 8<sup>th</sup> Street, Suite 109  
Marysville, CA 95901

Yuba County  
In-Home Supportive Services (IHSS) Advisory Committee  
Membership Application



Name: Russell (Last) Ron (First) S (MI)

Address: [REDACTED] (City) [REDACTED] (Zip)

Home Phone: [REDACTED]

Work Phone: [REDACTED]

E-mail Address: [REDACTED]

1. Are you a current or past user of in-home personal assistance services? [REDACTED]

2. Are you an individual with a disability? [REDACTED]

3. Are you a current or past IHSS care provider? [REDACTED]

4. Employment Status: Working ☐ Retired ☐ Unemployed ☐  
Volunteer ☒ Other: Please specify: \_\_\_\_\_

Current or most recent position: \_\_\_\_\_

5. Can you attend meetings scheduled during regular work hours? Yes ☒ No ☐

6. Please check all that apply: ☒ I can attend weekly meetings  
☒ I can attend meetings every two weeks  
☒ I can attend monthly meetings

7. Briefly describe any past experience you have working with committees or as a member of a task force.  
Chair of several committees

8. What do you feel would be your major contribution to the IHSS Advisory Committee?  
past Member

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.

Signature

Date

Please return completed application to: Yuba County Board of Supervisors  
915 8<sup>th</sup> Street, Suite 109  
Marysville, CA 95901

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# *The County of Yuba*

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

168-11



**To:** Board of Supervisors

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

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the printed name.

**Subject:** First Five Yuba Commission – Representative

**Date:** April 26, 2011

### **Recommendation**

Reappoint Esperanza Arellano as representative to the First Five Yuba Commission for term to expire April 26, 2014.

### **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 is updated monthly. This is a scheduled vacancy due to the expiration of Ms. Arellano's term. The application is attached for your review and consideration, along with recommendations for appointment from First Five Yuba Commission.

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

### **Fiscal Impact**

None

### **Committee Action**

None required.

### **Attachments**

# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the 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

First 5 Yuba Commission

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

Esperanza Arellano

MAILING ADDRESS:

[REDACTED]

PHYSICAL ADDRESS:

Same as above

TELEPHONE:

HOME:

[REDACTED]

WORK:

-

OCCUPATION/PROFESSION:  
SUPERVISOR/DISTRICT  
NUMBER:

Elementary School Teacher

REASONS YOU WISH TO

SERVE ON THIS BODY:

I've served on the First 5 Yuba Commission for the past 2 years, and would like to continue.

QUALIFICATIONS:

Mother of children ages 3+5, educator, experience serving on boards.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Oct. 2008 - present First 5 Yuba Commission

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.

Esperanza Arellano  
SIGNATURE

3/1/11  
DATE

## THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

***Esperanza Arellano***

---

[REDACTED]

First 5 Yuba Commission  
1114 Yuba Street, Suite 121  
Marysville, CA 95901

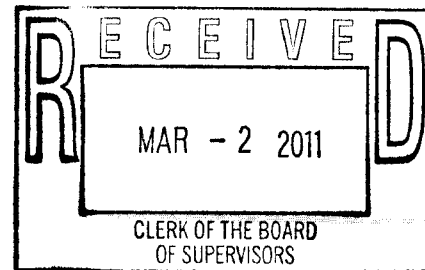
Re: Reappointment to First 5 Yuba Commission

The past two and a half years serving on the First 5 Yuba Commission have been a great experience for me. I'm proud to be part of the work that the Commission supports on behalf of children zero to five. As a result of my positive experience serving on the Commission, I respectfully request that I be considered for reappointment. I understand that this request will be reviewed by the Commission and then forwarded to the Yuba County Board of Supervisors.

Sincerely,

Esperanza Arellano

## Memorandum



**To:** Board of Supervisors  
**CC:** Clerk of the Board  
**From:** First Five Yuba Executive Director, Jenny Sharkey  
**Date:** 3/1/2011  
**Re:** Recommendation to Reappoint Esperanza Arellano to the First Five Yuba Commission for an additional three years

---

First Five Yuba commissioners are appointed by the Board of Supervisors for three year terms. Esperanza Arellano's second, three year term ends April 29, 2011.

**Current bylaws:**

"Length of Term: The term of office of each member shall be for three (3) years and until the appointment of his/her successor. Each member may continue to serve three year terms if desired and approved by the Commission and Board of Supervisors."

Esperanza Arellano has requested reappointment per the attached letter.

The First Five Yuba Commission has reviewed the request for reappointment at their February 24, 2011 meeting. The Commission also approved the request and provides a recommendation to the Board of Supervisors to reappoint Esperanza Arellano to the First Five Yuba Commission for an additional three years.

Please consider this recommendation and give me a call if you have any questions. Thank you.



# 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



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**CODE ENFORCEMENT**  
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**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

April 26, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACCEPT RIVER OAKS EAST VILLAGE 1 AS COMPLETE AND RELEASE THE PERFORMANCE BONDS (#SU5020511 & SU5020547) TRACT MAP NO. 1995-570

### RECOMMENDATION:

Approve River Oaks East Village 1 as complete, approve filing a Notice of Completion, release the Performance Bonds (#SU5020511 & SU5020547) and release the Labor & Materials Bonds 90 days after the filing of the Notice of Completion for the project.

### BACKGROUND:

Lennar Renaissance, Inc. was the Developer for the River Oaks East Village 1 Project. The project consisted of constructing street improvements for tract homes on the east side of Highway 70 and the southern connection of Feather River Blvd. The project has been completed for over 2 years. The County had reached an agreement with the Developer to start the warranty period on February 1, 2009 due to ongoing negotiations between the Developer and Reclamation District 784. The Developer and Reclamation District 784 have reached a settlement.

### DISCUSSION:

The Developer has completed the project and the warranty period has expired. Per County Ordinance the Board of Supervisors has the authority to release the bonds. Once the Board takes action to release the Bonds, the Public Works Department will file a Notice of Completion, return the Performance Bonds (#SU5020511 & SU5020547), and return the Labor & Materials Bonds 90 days after the Notice of Completion is filed.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the routine nature of this request.

### FISCAL IMPACT:

None.

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# 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)



170-11

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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

APRIL 26, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Beal AFB Access Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

### BACKGROUND:

Knife River Construction was awarded the contract for the Beale AFB Access (Smartville Road) Project. The project consisted of roadway rehabilitation and alignment improvements along approximately 6.5 miles of Smartville Road from State Route 20 to the Grass Valley entrance of Beale Air Force Base in Yuba County. Rehabilitation included Cold Foam in Place Recycling, widening at various locations, installation of two turn lanes, curve modification, and construction of drainage facilities.

### DISCUSSION:

The Contractor has completed the work. There were seven change orders issued during the course of the project and the Contractor was granted three additional working days to perform the added work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the Public Works Budget, and the request is routine in nature.

### FISCAL IMPACT:

The project was funded with 80% Federal Demonstration funds and a 20% local match of Proposition 1-B funds.

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# The County of Yuba

## Environmental Health Department

### Clark Pickell *Hazardous Materials Supervisor*

915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Phone: (530) 749-7523 FAX: (530) 749-5454



- 171-11

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director *TM*  
Clark Pickell/ Certified Unified Program Agency *CP*

SUBJECT: Approval of Resolution to apply for the Rural  
Underground Storage Leak Prevention Program Grant

Date: April 26, 2011

**Recommendation:** Authorize the Chair of the Board of Supervisors to approve a resolution authorizing the Director of Environmental Health to apply for and enter into agreement with the State of California for a grant to implement the Rural Underground Storage Tank Prevention Program in the amount of \$118,529, administered by the California Environmental Protection Agency.

**Background:** Grant funds have been made available to rural agencies to improve local programs with regards to underground storage tank leak prevention. These funds may be used to reimburse the CUPA for increased inspection, enforcement and program development in the underground storage tank program administered by CUPAs.

**Discussion:** This grant provides funds to implement the Rural Underground Storage Tank Prevention Program. The funding will be used to reimburse the Yuba County Environmental Health Department for expenses that are not covered by the current single fee structure in regards to implementing and improving the local underground storage tank program.

**Committee:** The Public Works and Land Use committee was bypassed due cancelled meetings and time constraints.

**Fiscal Impact:** The Environmental Health Department proposes to enter into an agreement with the State of California to receive a grant which provides funding to implement the Rural Underground Storage Tank Prevention Program. The funds received from this grant will reimburse the Environmental Health Department for currently unreimbursed expenses in implementing the underground storage tank program. There is no fiscal impact to the general fund.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE: )  
 ) Resolution No. \_\_\_\_\_  
 RESOLUTION AUTHORIZING THE DIRECTOR OF )  
 ENVIRONMENTAL HEALTH TO APPLY FOR AND )  
 ENTER INTO AGREEMENT WITH THE STATE OF )  
 CALIFORNIA AND TO SIGN THE GRANT )  
 AGREEMENT, AND ANY AMENDMENTS THERETO )  
 FOR THE RURAL UNDERGROUND STORAGE TANK )  
 PREVENTION PROGRAM, FISCAL YEARS 2011/2012- )  
 2012/2013 )

---

WHEREAS, funds are allocated and available from the California Environmental Protection Agency for grants to Certified Unified Program Agencies (CUPA) to implement the Rural Underground Storage Tank Prevention Program; and

WHEREAS, the Certified Unified Program Agency has been delegated the responsibility and authority to administer the underground storage tank program within California; and

WHEREAS, the County of Yuba Environmental Health Department shall use these grant funds made available pursuant to the grant agreement with the California Environmental Protection Agency to implement the Rural Underground Storage Tank Prevention Program;

NOW, THEREFORE, be it resolved that the Yuba County Board of Supervisors: Authorizes the Yuba County Environmental Health Director or designee, to apply for and enter into agreement with the California Environmental Protection Agency for the Rural Underground Storage Tank Prevention Program grant. Subject to approval of County Counsel, the chair of the Board of Supervisors, or their designee, is hereby authorized and empowered to execute in the name of Yuba County Environmental Health Department all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the application and certifies the County of Yuba is in compliance with all applicable laws and regulations.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the

following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

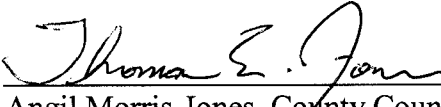
YUBA COUNTY

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
Roger Abe

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
Angil Morris-Jones, County Counsel

# SAMPLE GRANT APPLICATION

## 1. Entity Information

Unified Program Agency Name: Yuba County Environmental Health

GRANTEE	GRANT CONTACT (if different from Project Director)
Name of Project Director, Title: Tejinder Maan, Director of Environmental Health	Name: Clark Pickell
Street Address: 915 8 <sup>th</sup> Street, Suite 123	Street Address: 915 8 <sup>th</sup> Street, Suite 123
City, Zip: Marysville, 95901	City, Zip: Marysville, 95901
Phone: 530-749-5450	Phone: 530-749-7523
Fax: 530-749-5454	Fax: 530-749-5454
e-mail: tmaan@co.yuba.ca.us	e-mail: cpickell@co.yuba.ca.us

## 2. Grant Amount: \$ 118,529.00

### a. Advanced payment Requested: \$29,632.00

(Up to 25% of the grant is authorized to be paid in advance on approval of the grant.)

## 3. Scope of Work

The state's Underground Storage Tank (UST) Leak Prevention Program includes requirements for tank installation, construction, testing, leak detection, spill containment, and overfill protection. While the primary focus of the Rural CUPA UST Prevention Grant is to ensure that all USTs are inspected at least annually and that Significant Operational Compliance is documented during the inspections, other efforts that support the prevention program are eligible for reimbursement. To ensure that the primary focus is met, the Yuba County CUPA will ensure that every UST identified in the jurisdiction is inspected by qualified personnel at least two times during the performance period of this grant.

Grant funds may be used to increase the availability of existing staff, hire new staff or contract with services that provide UST inspections to accomplish this deliverable. The Yuba County CUPA will use part of the grant funds to redirect existing Environmental Health Department staff to be trained as a UST inspector to provide additional resources to allow improved follow-up, enforcement, facility assistance and overall program development.

Prevention efforts are also served by a strong education and enforcement program to deter business violation of the UST program's regulatory requirements. Therefore, work efforts to improve enforcement processes involving USTs are part of this grant. The Yuba County CUPA will assign a dedicated staff member to conduct follow-up for every UST facility. The



goal of this project is to conduct a full review of each facility to determine deficiencies or weaknesses in the overall UST program conducted by the facility, to work individually with these facilities to correct these deficiencies or program weaknesses (e.g.: Tank Forms, Monitoring and Response Plans, training programs, daily or routine monitoring procedures, testing requirements, documentation procedures), and to reach full Return to Compliance (RTC) for each facility. The regulatory compliance activities will follow the Yuba County Inspection and Enforcement Plan for graduated enforcement actions including using the Unified Program's Administrative Enforcement Order (AEO) capability.

The UST prevention effort is also served by the training of existing staff and training of local business owners on the requirements of the UST program. The Yuba County CUPA will plan and implement formalized training for its staff and businesses as part of this grant. One existing permanent Environmental Health staff person that is not trained in UST inspections will be scheduled for on-the-job training, formal UST Inspector training, and California UST ICC certification.

The Yuba County CUPA will report the results of the UST inspections semiannually to the Cal/EPA Unified Program on the provided form as part of the grant reporting.

#### **4. Work Plan**

The work plan describes the Yuba County CUPA's activities and tasks that support the UST prevention program. The list of activities and tasks are provided below.

1. Identification of the regulated facilities with USTs with the number of USTs  
The Yuba County CUPA UST data in an Excel spread sheet is attached to this application.
2. Inspection schedule covering the Period of Performance  
The Yuba County CUPA UST inspection schedule is attached to this application.
3. Staff augmentation plan  
The Yuba County CUPA will add 725 hours paid by the grant to fund one additional UST inspector redirected from other programs. The redirected staff will come from programs that have a significantly reduced workload due to the current economic downturn, and are expected to continue to have a reduced workload over the 2 years of the grant. The single fee does not cover all expenses related to conducting a thorough UST program, therefore, the Yuba County CUPA will use the grant to fund additional hours to conduct file reviews, on-site analysis and assistance to facilities to improve their UST monitoring programs, assistance with accurate completion of required tank forms to make sure the UST systems are properly documented. The total cost over the two year grant cycle is estimated at \$86,275. The staff will use this time in the following area:
  - a) On the job training for the redirected staff to conduct file review, inspection and report writing.

- b) To conduct inspections upon completion of training and ICC certification.
- c) Allow, experienced staff, time to conduct the follow-up project as described in the scope of work.
- d) Participate in the regional development of electronic inspection forms.

4. Staff Training

The Yuba County CUPA will train an additional staff as a certified UST inspector. The estimated time for studying and completing the ICC certification exam is 32 hours at an estimated cost of \$3,800. The Yuba County CUPA will also send all inspectors to an advanced UST inspector refresher course at a cost of \$3,800. As part of the grant funding additional trainings, such as attending the UST Technical Advisory Groups (TAGs) and other training required to maintain their ICC certification should be funded. It is estimated that a minimum of 64 hour of training will be attended over the grant period at a cost of \$7,600.

5. Business Training

The Yuba County CUPA will hold 2 training events over the 2 years for business, at a cost of \$8,054. The costs include staff time to develop and hold the training workshops estimated at 64 hours, including materials provided to the participants (binders, printing, paper, thumb-drives for electronic information etc.).

6. Enforcement program and Return to Compliance improvement  
See task 3.

7. The Yuba County CUPA will participate in a regional workgroup to develop an electronic inspection form for conducting UST inspections. This will include the development of an electronic inspection form for documenting Significant Operational Compliance (SOC). The inspection forms will be placed in Envision-Connect<sup>®</sup>, Garrison<sup>®</sup>, and in Microsoft Word<sup>®</sup> formats. The estimated staff time is 60 hours.  
See task 3

8. The Yuba County CUPA will purchase two photo-ionization detectors (PID)/multi-gas meters to be used by field staff for inspecting UST sites during repairs or when investigating possible leaks for a cost of \$9,000.

This work plan incorporates estimated time and costs. Actual time may vary between the tasks, increasing or decreasing budgeted items based on need.

## 5. Projected Budget:

Program Costs	Fiscal Year 10/11	Fiscal Year 11/12	Fiscal Year 12/13	Fiscal Year 13/14
Personnel Services*	\$	\$ 40,910	\$ 40,909	\$
Operating Expenses	\$	\$13,636	\$13,636	\$
Travel Expenses	\$	\$	\$	\$
Supplies/Materials	\$	\$438	\$	\$
Equipment/Software	\$	\$ 9,000	\$	\$
Professional/Consultant Services	\$	\$	\$	\$
<b>FISCAL YEAR TOTAL</b>	\$	\$63,984	\$54,454	\$
<b>TOTAL</b>	\$118,529			

\*Indirect costs may not exceed 35% of grant allotment

### CERTIFICATION

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge and that I am an employee of the applicant authorized to submit the application on behalf of the applicant. I further understand that any false, incomplete, or incorrect statements may result in the disqualification of this application. By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this program.

Applicant Signature

Date

Printed Name of Applicant

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# 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)

APRIL 26, 2011



**BUILDING**  
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**CODE ENFORCEMENT**  
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**ENVIRONMENTAL HEALTH • CUPA**  
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**PUBLIC WORKS • SURVEYOR**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR *ML*

SUBJ: APPROVE BUDGET AMENDMENT FOR \$5,300 FROM TRUST 253 TO COVER FEMA PROCESSING FEE FOR A LETTER OF MAP REVISION IN THE EAST LINDA AREA

### RECOMMENDATION:

Approve the attached budget amendment for \$5,300 from Trust 253, Special Drainage Fees, to cover the FEMA processing fee associated with a Letter of Map Revision (LOMR) in the East Linda area.

### BACKGROUND:

MHM Incorporated undertook a two-part Internal Drainage study on behalf of the Three Rivers Levee Improvement Authority (TRLIA) following federal guidelines with the intent to satisfy FEMA requirements for the accreditation of the Reclamation District 784 and TRLIA Levee and Flood Control System. The first part of the study was completed in April 2010 covering the RD 784 Basins A, B, and C, plus the Olivehurst Basin. The second part continues the study to the east to coincide with the area protected by the Yuba River South Levee covered by the Provisionally Accredited Levee (PAL) Agreement of 2008. The MHM study will be used to serve as the internal drainage study for the upcoming PAL levee accreditation, as well as provide the technical data needed to submit a LOMR application for the extended reaches in East Linda protected by the Yuba River South Levee.

### DISCUSSION:

MHM submitted the LOMR application to FEMA in the latter half of 2010. FEMA has reviewed the initial submittal and provided a comment that a processing fee of \$5,300 is required for FEMA to process the LOMR. TRLIA management has indicated to County staff that they don't believe TRLIA can cover this application fee because it is not part of the TRLIA levee program and therefore is not a justifiable expense.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as there are time constraints to respond to FEMA or the application process will start over.

### FISCAL IMPACT:

\$5,300 from Trust 253 to cover the cost of the processing fee.

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

*B. Sellers*

**COUNTY OF YUBA**  
**REQUEST FOR TRANSFER OR**  
**REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS**

DATE: April 26 20 11

DEPARTMENT CDSA - PUBLIC WORKS

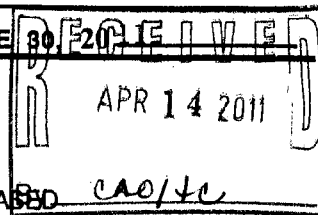
REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2011

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED



ACCOUNT NO.	NAME	AMOUNT
102-0000-371-97-03		5,300
	LOCAL FEES FOR CONST	

ACCOUNT NO.	NAME	AMOUNT
102-9100-432-23-00		5,300
	PROF SERVICES	

**FUND TRANSFERS**

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

**GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)**

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

**REASON FOR TRANSFER:** To cover the FEMA processing fee associated with a Letter of Map Revision in the East Linda area. Costs will be reimbursed from Trust 253 Special Drainage.

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

CDSA Director  
TITLE

Approved as to Availability of Budget Amounts and Balances  
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

# The County of Yuba

## Environmental Health Department

### Clark Pickell Hazardous Materials Supervisor

915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Phone: (530) 749-7523 FAX: (530) 749-5454



173-11

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director *TM*  
Clark Pickell/ Certified Unified Program Agency *CP*

SUBJECT: Approval of contract with Applied Engineering and Geology, Inc. for environmental consulting services.

Date: April 26, 2011

**Recommendation:** Authorize the Chair of the Board of Supervisors to approve the contract with Applied Engineering and Geology, Inc. to provide continued environmental consulting/engineering services under the approved Emergency, Abandoned and Recalcitrant (EAR) Grant received from the State Water Quality Control Board.

**Background:** The Environmental Health Department of Yuba County has applied, and been approved for an EAR Grant to remediate the Nelson property located at 3260 Feather River Blvd., Marysville. The grant totals \$1,305,000.00 of allowable funding to complete the initial assessment and corrective actions required to clean the property. We are requesting approval of the contract with Applied Engineering and Geology, Inc. to provide continued services for implementation of an interim remediation plan for contamination from operation of underground storage tanks at this site, and to complete a corrective action plan for the final remediation to reach a No Further Action decision on this contaminated property.

**Discussion:** This grant provides reimbursement of costs incurred to complete remediation activities required to clean the Nelson property of soil and groundwater contamination due to the operation of underground storage tanks. The grant administrator has pre-approved funding in the amount of \$160,100.00 for remediation tasks as described in the contract.

**Committee:** The Public Works and Land Use committee was bypassed due to cancelled meetings and time constraints.

**Fiscal Impact:** The Environmental Health Department proposes to enter into an agreement with Applied Engineering and Geology, Inc to provide consulting and engineering services not to exceed \$160,100.00 and under the cost/task structure outlined in the contract. The contract shall expire on January 31, 2013. All costs incurred will be initially funded through the general fund under the Environmental Health budget: account # 101-4800-441-23-00, Professional Services, EAR#2 – CUPA line item. All expenditures shall be immediately reimbursed through the grant and therefore there will be no fiscal impact to the general fund.

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Remediation of Contamination on Site of the former Nelson Property, located at 3260 Feather River Blvd. Marysville, CA 95901, is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Applied Engineering and Geology, Inc.  
"CONTRACTOR"

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

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A.1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A.2 through A.3.

#### **2. TERM.**

Commencement Date: 4/01/2011

Termination Date: 1/31/2013

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement may be automatically extended from the termination date for ninety days. Any notice of termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

**3. PAYMENT.**

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

Clark Pickell is the representative of the COUNTY and will administer this Agreement for the COUNTY. Earl Stephens is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

Attachment A - Services  
Attachment B - Payment  
Attachment C - Additional Provisions  
Attachment D - General Provisions  
Attachment E – Insurance Provisions

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this


Agreement on \_\_\_\_\_, 2011.

"COUNTY"

"CONTRACTOR"

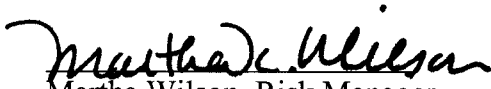
COUNTY OF YUBA

\_\_\_\_\_  
Chair, Board of Supervisors  
Roger Abe

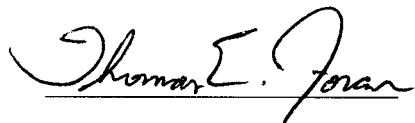
  
\_\_\_\_\_  
President Applied Engineering and Geology, Inc.  
Earl Stephens

ATTEST:  
DONNA STOTTLEMEYER, CLERK OF  
THE BOARD OF SUPERVISORS

\_\_\_\_\_  
  
INSURANCE REVIEW

  
Martha Wilson, Risk Manager

APPROVED AS TO FORM:  
Angil Morris-Jones  
COUNTY COUNSEL

  
\_\_\_\_\_  
Thomas E. Jones

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

#	Task*	Amount Pre-Approved	Comments
1	Operation and Maintenance of GWE and SWE (Q3/2011-QR2/2012)	\$104,888.00	Pre-field Planning/ Field Work/ ODC's. (Per the breakdown in the State Water Resources Control Board cost approval letter)
2	Operation and Maintenance of Domestic Wells (Treatment Systems)	\$30,613.00	Labor/ ODC's/ Laboratory Costs/ Report of Activities. (Per the breakdown in the State Water Resources Control Board cost approval letter)
3	Semi Annual Monitoring (Q3/2011)	\$10,064.00	Pre-Field/ Labor/ ODC's/ Laboratory Costs/ Report of Activities. (Per the breakdown in the State Water Resources Control Board cost approval letter)
4	Semi Annual Monitoring (Q1/2012)	\$14,535.00	Pre-Field/ Labor/ ODC's/ Laboratory Costs/ Report of Activities. (Per the breakdown in the State Water Resources Control Board cost approval letter)
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$160,100.00</b>	A service fee of 15% for subcontractor services may be applied to all subcontractor invoices raising the estimated and pre-approved costs by this approved amount.
	<b>TOTAL PRE-APPROVED</b>	<b>*\$160,100.00</b>	*This total pre-approved figure may be exceeded due to 15% surcharge on subcontractor invoices.

### A.2. TIME SERVICES RENDERED.

April 01, 2011 – January 31, 2013

### A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

### A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment,

and other materials which may be required for furnishing services pursuant to this Agreement.

**A.5. LIMITATIONS ON SCOPE OF WORK.**

Only the tasks/costs reflected on the table listed on Attachment A, A.1, are pre-approved at this time. The County in association with the EAR Account/Fund will review any tasks/costs that go beyond the pre-approved amount to be determined if the additional tasks and costs are necessary and reasonable.

If a different scope of work becomes necessary, then CONTRACTOR must request pre-approval of the costs associated with the new scope of work.

## **ATTACHMENT B**

### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall not pay CONTRACTOR a contract fee; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$160,100.00 plus any additional 15% surcharge on subcontractor invoices per State Water Resources Control Board reimbursement policy, without amendment to this Agreement approved by the Yuba County Board of Supervisors.

*Invoices must include the required breakdown of costs on a time and materials basis, that invoiced tasks are consistent with the original proposal, and that reasonable explanations are provided for any changes made in the scope of work or increases in the costs. When the invoices are submitted the contractor must include copies of all:*

- *Subcontractor invoices,*
- *Technical reports, when available, and*
- *Applicable correspondence from the oversight agency.*

**B.2 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

## **ATTACHMENT C**

### **OTHER TERMS**

This page intentionally left blank. No additional provisions are included.

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONTRACTOR shall be performed as an independent contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.



**D.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

**D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

**D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is

necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on

the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Applied Engineering and Geology, Inc.  
Attn: Earl Stephens  
578 E Street/P.O. Box 247  
Lincoln, CA 95648

## ATTACHMENT E

### Insurance Provisions

**E.1 Minimum Scope of Insurance.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or sub-contractors. With respect to General Liability, Errors & Omissions, CONTRACTOR's Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

#### **E.1 Coverage shall be at least as broad as:**

- a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Claims Made Form CG 00 02).
- b) Insurance Services Office Form No. CA 00 01, covering Automobile Liability, Code 1 (any auto).
- c) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- d) CONTRACTORs Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

**E.1.2 Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

- |   |  |   |
|---|--|---|
| 1. General Liability: (including operations, products and completed operations, as applicable.) | <b>\$2,000,000</b>                     | Per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b>\$1,000,000</b>                     | Per occurrence for bodily injury and property damage.   |
| 3. Workers' Compensation:   | As required by the State of California |   |
| 4. Employer's Liability:  | <b>\$1,000,000</b>                     | Each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.   |

5. **CONTRACTORS \$1,000,000** Each occurrence/**\$2,000,000** policy aggregate, including Errors & Omissions if professional services are included under contract.
- Pollution Liability  
and/or Asbestos  
Pollution Liability  
and/or Errors &  
Omissions:

**E.1.3 Deductible and Self Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. If possible, the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E.1.4 Other Insurance Provisions.** The General Liability, Automobile Liability, CONTRACTORS Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

- a) The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations; CONTRACTORS Pollution Liability and/or Asbestos Pollution. No policy shall contain an "Insured v. Insured" exclusion.
- b) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the COUNTY.

**E.1.5** The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the CONTRACTOR pursuant to the contract. This coverage may also be provided on the CONTRACTORS Pollution Liability policy.

**E.1.6** If General Liability, CONTRACTORS Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:



- a) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of five (5) years after completion of work.
- d) A copy of the claims reporting requirements must be submitted to the COUNTY for review.
- e) If the services involve lead-based paint or asbestos identification / remediation, the CONTRACTORs Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the CONTRACTORs Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

**E.2 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If CONTRACTORs Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverage's are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**E.3 Verification of Coverage.** CONTRACTOR shall furnish COUNTY with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the COUNTY, unless the insurance company will not use the COUNTY's form. All endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the COUNTY's forms, the CONTRACTOR's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**E.4 Waiver of Subrogation.** CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from vendor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and sub-contractors.

**E.5 Sub-Contractors.** CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IOA Insurance Services 2180 Harvard Street #450 Sacramento, CA 95815  www.ioausa.com CA License #OE67768	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 877-857-6942	<b>FAX (A/C, No):</b> 916-473-1797
<b>INSURED</b> Applied Engineering and Geology, Inc. P.O. Box 247 578 E St. Lincoln CA 95648-0247	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hudson Specialty Ins Co	
	<b>INSURER B:</b> Property & Casualty Ins Co of Hartford	
	<b>INSURER C:</b> Companion Property & Casualty Co.	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

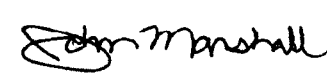
**COVERAGES** **CERTIFICATE NUMBER:** 9676973 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability Incl <input checked="" type="checkbox"/> Auto Transportaion GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ESB 1691-13-11-03  Retro Date: N/A	2/21/2011	12/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liab Ea Claim \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		57 UEC PV2639	12/1/2010	12/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ESB 1692-20-11-03	2/21/2011	12/1/2011	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		CPCA10779	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Nelson Property  
General Liability Additional Insured per CG 20 37 07 04  
General Liability Primary Wording per ESB-COM-1108-283  
Auto Liability Additional Insured per policy Workers Compensation Waiver of Subrogation per WC 00 03 13  
\*10 Days Notice of Cancellation applies in the event of non-payment of premium.

<b>CERTIFICATE HOLDER</b>  County of Yuba, its officers, officials, employees and volunteers 915 8th Street, Suite 123 Marysville CA 95901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   (SBC) John Marshall
--	--

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**HUDSON SPECIALTY INSURANCE COMPANY**  
(A New York Domiciled Corporation)

**ECO-PAK**

**Additional Insured  
Owners, Lessees or Contractors  
Completed Operations Endorsement**

---

In consideration of the premium paid, it is hereby understood and agreed that the following shall apply to:

**Policy Number:** ESB1691-13-10-02  
**Effective Date:** 2/21/2010

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

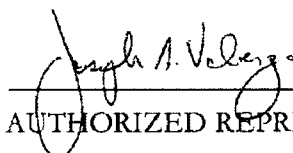
**Name of Additional Insured Person(s) or Organization(s):**

Any person(s) or organization(s) whom the NAMED INSURED agrees, in a written contract, to name as an additional insured, shall be deemed an INSURED. However, this status exists only for the project specified in that contract but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that additional insured.

**Section II – Who Is An Insured**

is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

*All other policy terms and conditions shall remain the same.*

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**HUDSON SPECIALTY INSURANCE COMPANY**  
(A New York Domiciled Corporation)

**ECO-PAK**

**Automatic Primary Non-Contributory Endorsement  
(Blanket Coverage)**

---

In consideration of the premium paid, it is hereby understood and agreed that the following shall apply to:

**Policy Number:** ESB1691-13-10-02  
**Effective Date:** 2/21/2010

---

This endorsement modifies insurance provided under the applicable Policy coverage part(s).

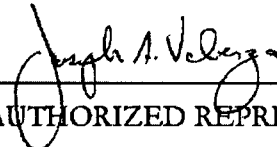
**SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) whom the NAMED INSURED agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract and as long as that Project is covered under any applicable Policy coverage part.

Notwithstanding anything contained in this policy to the contrary,, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) as referenced above may have, is excess and non-contributory to this insurance.

*All other policy terms and conditions shall remain the same.*

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for whom the insured has a written contract requiring waiver of subrogation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

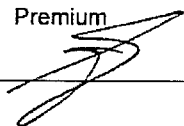
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured Applied Engineering and Geology, Inc.

Effective Policy No. CPCA10779

Companion Property and Casualty

Countersigned by

Premium 

WC 00 03 13  
(Ed. 4-84)



Linda S. Adams  
Secretary for  
Environmental Protection

# State Water Resources Control Board

## Division of Financial Assistance

1001 I Street • Sacramento, California 95814  
P.O. Box 944212 • Sacramento, California • 94244-2120  
(916) 341-5833 • FAX (916) 341-5806 • [www.waterboards.ca.gov/water\\_issues/programs/ustcf/](http://www.waterboards.ca.gov/water_issues/programs/ustcf/)



Edmund G. Brown, Jr.  
Governor

February 3, 2011

Mr. Clark Pickell, Hazardous Materials Supervisor  
Yuba County Environmental Health Department  
915 8th Street, Suite 123  
Marysville, CA 95901

### **PRE-APPROVAL OF CORRECTIVE ACTION COSTS, CLAIM NO. EAR-R98-008, SITE ADDRESS: 3260 Feather River Blvd, Olivehurst, CA**

I have reviewed your request, received on December 16, 2010, for pre-approval of corrective action costs. I have included a copy of the "Cost Pre-Approval Request" form; please use this form in the future for requesting pre-approval of corrective action costs.

With the following provisions, the total cost pre-approved as eligible for reimbursement for completing work proposed in the Applied Engineering and Geology, Inc. November 5, 2010 cost estimate and approved by the Yuba County EHD (County), is **\$160,100**; see the table below for a breakdown of costs.

Be aware that this pre-approval does not constitute a decision on reimbursement: **reasonable and necessary** (as determined by the Fund) corrective action costs for work **directed and approved by the County** will be eligible for reimbursement at costs consistent with those pre-approved in this letter. However, depending on what happens in the field, some costs may not actually be necessary. If the Fund agrees that they were in fact necessary, the Fund will reimburse at reasonable rates (rates consistent with those pre-approved.) All relevant supporting documentation must also be included with each reimbursement request.

***In order for future costs for corrective action to be part of the expedited reimbursement process, they must be pre-approved in writing by Fund staff.***

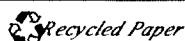
***All costs for corrective action must meet the requirements of Article 11, Chapter 16, Underground Storage Tank Regulations in order to be eligible for reimbursement.***

**RECEIVED**

FEB 04 2011

Community Development &  
Services Agency

*California Environmental Protection Agency*



**COST PRE-APPROVAL BREAKDOWN**

#	Task*	Amount Pre-Approved	Comments
1	GWE and SVE O&M (Four quarters – Q3-11 to Q2-12)	\$104,888	no changes to proposal
2	Domestic Wells O&M (Four quarters – Q3-11 to Q2-12)	\$30,613	no changes to proposal
3	Semi-annual monitoring Q3-11	\$10,064	no changes to proposal
4	Semi-annual monitoring Q1-12	\$14,535	no changes to proposal
	<b>TOTAL PRE-APPROVED</b>	<b>\$160,100</b>	

\* Task descriptions are the same as those identified in the Applied Engineering and Geology, Inc. November 5, 2010 cost estimate.

- Only the tasks/costs reflected on the above table are pre-approved at this time. The Fund will review any tasks/costs that go beyond the pre-approved amount to be determined if the additional tasks and costs are necessary and reasonable. However, if costs exceed the above pre-approved amounts, the Fund will be unable to expedite your Reimbursement Request.
- The work products must be acceptable to the County and the Regional Water Quality Control Board.
- If a different scope of work becomes necessary, then you must request pre-approval of costs on the new scope of work.
- Although I have referred to the Applied Engineering and Geology, Inc. proposal in my pre-approval above, please be aware that you will be entering into a private contract: the State of California cannot compel you to sign any specific contract. This letter **pre-approves the costs** as presented in the Applied Engineering and Geology, Inc. November 5, 2010 cost estimate for conducting the work approved by the County.

I also want to remind you that the Fund's regulations require that you obtain at least three bids, or a bid waiver from Fund staff, from qualified firms for all necessary future corrective action work. If you need assistance in procuring contractor and consultant services, don't hesitate to call me.

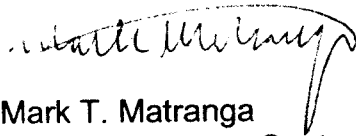
Please remember that it is still necessary to submit the actual costs of the work as explained in the Reimbursement Request Instructions to confirm that the costs are consistent with this pre-approval before you will be reimbursed. **Please insure that your consultant prepares their invoices to include the required breakdown of costs on a time and materials basis, that invoiced tasks are consistent with the original proposal, and that reasonable explanations are provided for any changes**

***made in the scope of work or increases in the costs. When the invoices are submitted you must include copies of all:***

- *subcontractor invoices,*
- *applicable correspondence from the County, and*
- *a copy of this preapproval letter.*

Please call if you have any questions; I can be reached at (916) 341-5833.

Sincerely,



Mark T. Matranga  
Water Resources Control Engineer  
Technical Services Unit  
Underground Storage Tank Cleanup Fund

cc: Mr. Earl R. Stephens, P.G.  
Applied Engineering and Geology, Inc.  
PO Box 247, 578 E Street  
Lincoln, CA 95648

Mr. Michael Kenning  
RWQCB – Region 5, Sacramento  
11200 Sun Center Drive, Suite 200  
Rancho Cordova, CA 95670



# The County of Yuba

## 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

RANDY MARGO  
ISTANT 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: Board of Supervisors

FROM: Robert Bendorf, County Administrative Officer *RB/tc*

SUBJECT: Authorize Regional Waste Management Authority Grant Application for the Household Hazardous Waste, 19<sup>th</sup> Cycle, FY 2010/11

DATE: April 25, 2011

**Recommended Action:** Approve authorization of a Regional Waste Management Authority (RWMA) grant application (19<sup>th</sup> Cycle) on the County's behalf for the Household Hazardous Waste Grant Program for FY 2010/11, by authorizing the County Administrator to execute submittal letter.

**Background and Discussion:** The RWMA is preparing a grant application for submittal to CalRecycle for the 19<sup>th</sup> Cycle of the Household Hazardous Waste Grant Program for FY 2010/11. This grant application is being submitted as a regional program under the authority of the RWMA joint powers agreement.

The grant application will request funds for the start up and operation for up to 24 months of a pilot Door-to-Door (d2d) household hazardous waste collection program in Yuba and Sutter counties. Preference for participation in this program will be given to senior citizens and disabled people who are not able to bring their household hazardous waste materials to the permanent facility in Yuba City. The maximum amount of the funding available for such a regional project (\$300,000) is likely to be requested in the regional grant application.

A resolution authorizing submittal of the grant application will be presented to the RWMA Board of Directors on April 21, 2011. CalRecycle requires letters from each City or County Manager/Administrator authorizing the RWMA to act on behalf of their jurisdiction. This authorization can be in the form of a letter executed by the County Administrator.

**Committee Recommendation:** No committee recommendation was sought due to the routine nature of the action.

**Fiscal Impact:** There are no known costs to the County for these grant funds.

**DRAFT**

April 25, 2011

CalRecycle  
P. O. Box 4025  
Sacramento, CA 95812-4025

Re: Authorization Letter for the Household Hazardous Waste Grant Program  
19<sup>th</sup> Cycle, Fiscal Year 2010/2011

To Whom It May Concern:

The County of Yuba authorizes the Regional Waste Management Authority to submit to CalRecycle a regional application for the Household Hazardous Waste Grant Program, 19<sup>th</sup> Cycle, Fiscal Year 2010/2011, on behalf of the Regional Waste Management Authority as a grant participant. The Regional Waste Management Authority is hereby designated as the lead agency for the grant and is authorized and empowered to execute all grant documents, including but not limited to the application, agreement, amendments and requests for payment necessary to secure grant funds and implement the approved grant project.

Sincerely,

Robert Bendorf  
County Administrator

# The County of Yuba

HUMAN RESOURCES  
and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR



175-11

915 8<sup>th</sup> Street, Suite 113  
Marysville, CA 95901

(530) 749-7860  
(530) 749-7864 - Fax

Date: April 26, 2011

To: Yuba County Board of Supervisors

From:   
Martha K. Wilson, Human Resources Director

**RECOMMENDATION:** Adopt Resolution changing the title of Personnel Director to Human Resources Director on Plan Administration documents for PARS (Public Agency Retirement System).

**BACKGROUND:** The County has participated in PARS since 1995 and the Personnel Director was the named Plan Administrator for the County. During the present budget cycle, the name of the Personnel Department was changed to Human Resources and Organizational Services.

**DISCUSSION:** This is an administrative item only. The name change for the Human Resources department results in title changes on any number of documents as we move forward.

**COMMITTEE:** This item has bypassed committee as it re-adopts a previously adopted Board decision and comes directly to the Board.

**FISCAL IMPACT:** None, title change only.

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

**RESOLUTION TO CHANGE THE NAME )  
OF THE PARS PLAN ADMINISTRATOR )**

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

**WHEREAS** the County of Yuba ("County") is a member of the Public Agency Retirement System ("PARS"), a governmental trust, for the purpose of providing retirement benefits; and

**WHEREAS** the County has made available the following retirement plans: the County of Yuba PARS Alternate Retirement System and the PARS Benefits Trust FBO Yuba County Non-Qualified Alternate Retirement Plan for Service Prior to March 31, 1995; and

**WHEREAS** the County appointed the position of Personnel Director/Risk Manager to act as Plan Administrator of the PARS Benefits Trust FBO Yuba County Non-Qualified Alternate Retirement Plan for Service Prior to March 31, 1995, on April 4, 1995, and of the PARS Alternate Retirement System on May 16, 2000; and

**WHEREAS** the County changed the name of the Personnel Director to Human Resources Director but wishes for the ongoing administration of the County of Yuba PARS Alternate Retirement System and the PARS Benefits Trust FBO Yuba County Non-Qualified Alternate Retirement Plan for Service Prior to March 31, 1995.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Board of Supervisors hereby appoints the Human Resources Director or his/her successor or designee as the County's Plan Administrator for the County of Yuba PARS Alternate Retirement System and the PARS Benefits Trust FBO Yuba County Non-Qualified Alternate Retirement Plan for Service Prior to March 31, 1995; and

**RESOLUTION TO CHANGE THE NAME  
OF THE PARS PLAN ADMINISTRATOR**

2. The County's Plan Administrator is hereby authorized to execute the PARS legal documents on behalf of the County and to take whatever additional actions are necessary to maintain the County's participation in PARS and to maintain PARS compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the County's PARS plans.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at a regular meeting of the Yuba County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

*Pat Garamone*  
\_\_\_\_\_

# *The County of Yuba*

HUMAN RESOURCES  
and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR




176-11

915 8<sup>th</sup> Street, Suite 113  
Marysville, CA 95901

(530) 749-7860  
(530) 749-7864 - Fax

DATE: April 26, 2011

TO: Yuba County Board of Supervisors

FROM:   
Martha K. Wilson, Human Resources Director  
Doug McCoy, Administrative Services Director

## **RECOMMENDATION**

Adopt Resolutions amending the Departmental Position Allocation Schedule and the Classification System - Basic Salary/Hourly Schedule as they relate to the Administrative Services Department effective 5/1/2011.

## **BACKGROUND**

On April 12, 2011, this Board approved the creation of a Capital Improvements Project Manager position to oversee and represent the County for the construction of the new Sheriff's department facility.

## **DISCUSSION**

This is an administrative item only. The attached Resolution updates the County position allocation and salary schedule accordingly.

## **COMMITTEE**

This item has bypassed committee as it formalizes a previously adopted Board decision and comes directly to the Board.

## **FISCAL IMPACT**

No fiscal impact.

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

IN RE:

RESOLUTION AMENDING THE  
DEPARTMENTAL POSITION ALLOCATION  
SCHEDULE NO. 2010-112

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

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department is amended effective **May 1, 2011** as follows:

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Administrative Services	Capital Improvements Project Manager – Limited Term	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottmeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil P. Morris-Jones  
County Counsel

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

By: Pat Garamore

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

IN RE:

RESOLUTION AMENDING THE  
CLASSIFICATION SYSTEM – BASIC SALARY  
SCHEDULE NO. 2009-89

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

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective **May 1, 2011**.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
CIPM	Capital Improvements Project Manager	8	6,943	40.06	8	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following votes:

AYES:

NOES:

ABSENT:

CHAIRMAN

ATTEST: Donna C. Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil P. Morris-Jones  
County Counsel

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

By: Pete Garamon



*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director



177-11

AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

April 19, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: Doug McCoy, Director of Administrative Services  
SUBJECT: APPROVE RESOLUTION IN SUPPORT OF THE ENTERPRISE ZONE PROGRAM

### Recommendation:

It is recommended that the Board approve the attached "Resolution in Support of the Enterprise Zone Program."

### Background:

The Yuba-Sutter Enterprise Zone is a partnership consisting of the Counties of Yuba and Sutter and the Cities of Marysville, Yuba City, Live Oak, and Wheatland. The Enterprise Zone Program is a state-designated program authorized through 2021. The Enterprise Zone Program incentives are used to encourage new businesses, including manufacturers, to locate within the zone area and helps existing businesses grow and expand their operations, or in today's climate, to help keep their doors open and retain employees. The Enterprise Zone program provides businesses with state tax credits and incentives.

The Yuba-Sutter Enterprise Zone program has provided 2,569 hiring tax credit vouchers with 350 for new positions to 197 local businesses in 2010. The attraction of new businesses and the retention and expansion of existing businesses is crucial to the long-term well-being of the Yuba-Sutter area.

### Discussion:

The Governor has proposed to eliminate the Enterprise Zone Program to help balance the state budget. The proposal to eliminate the program not only sends the wrong message to businesses that create jobs, but makes California an unreliable partner who cannot be counted on to keep its commitments. The Governor also proposes to eliminate any tax credits previous earned and not used.

### Committee Action:

This item was not presented to the Public Facilities Committee due to the active state legislative process currently underway to determine the program's fate and the need to expedite the approval of the resolution.

### Fiscal Impact:

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

Attachment

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION IN SUPPORT OF THE  
ENTERPRISE ZONE PROGRAM**

)  
)  
)  
)  
)

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

**WHEREAS**, the Enterprise Zone Program provides an economic development tool for poor and blighted communities by creating incentives for businesses to hire new employees and purchase equipment for their businesses; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone is a partnership comprised of the Counties of Yuba and Sutter and the Cities of Marysville, Yuba City, Live Oak, and Wheatland;

**WHEREAS**, on October 15, 2006, the Yuba-Sutter Enterprise Zone received its final designation as an Enterprise Zone from the California Department of Housing and Community Development; and

**WHEREAS**, the designation is a 15-year commitment from the partners and the state to continue the program through October 14, 2021; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone partners have used the Enterprise Zone's incentives to encourage new businesses, including manufacturers, to locate within the Zone and existing businesses to expand their operations, and has issued 2,569 hiring credit vouchers with 350 for new positions to 197 local businesses in 2010; and

**WHEREAS**, the California Enterprise Zone programs in California have saved the state's General Fund an estimated \$211 million based on 2010 activities; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone has worked with local organizations and programs, the Yuba-Sutter Economic Development Corporation, the Yuba-Sutter Counties One Stop agencies, and the city and county economic development departments

to encourage businesses to hire individuals in communities with high rates of poverty and unemployment; and

WHEREAS, the economic crisis continues to result in unemployment rates as high as 36 percent in Yuba-Sutter Counties; and

WHEREAS, in his 2011-2012 budget, the Governor proposes to eliminate all Enterprise Zone incentives, both for newly earned credits and deductions and for credits that have been earned in prior years.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA**, that the Board has come to recognize the Enterprise Zone program as a major state incentive to create new jobs, grow existing businesses, and compete with other states to attract outside investment to California; and

**BE IT FURTHER RESOLVED**, that the Board believes that eliminating the most critical business assistance program in the State would be a huge setback to improving California's business climate and its struggles to reach an economic recovery.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

*Imania Bryant-Pollard, Deputy*  
County Counsel



# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director



178-11

AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

April 19, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Administrative Services Director

SUBJECT: ADOPT RESOLUTION APPROVING THE GEOGRAPHIC EXPANSION TO THE BOUNDARIES OF THE YUBA-SUTTER ENTERPRISE ZONE IDENTIFIED AS YSEZ EXPANSION NO. 2

### Recommendation:

It is recommended that the Board adopt "Resolution Approving the Geographic Expansion to the Boundaries of the Yuba-Sutter Enterprise Zone Identified as YSEZ Expansion No. 2.

### Background:

As per Government Code Sections 7074, a city, county, or city and county may propose that the enterprise zone be expanded by 15 percent to include definitive boundaries that are contiguous to the enterprise zone. Each of the zone jurisdictions' governing bodies must approve the expansion by adoption of an ordinance or resolution. The land included within the expansion is zoned for industrial or commercial use and basic infrastructure must be available to the area or planned for the area to be included in the expansion. The boundaries of the Yuba-Sutter Enterprise Zone encompass 100.87 square miles or 64,555.86 acres. The 15 percent remaining expansion capacity consists of 15.03 square miles or 9,615.33 acres.

### Discussion:

The attached resolution relates to an expansion request for 316.64 acres or .49 square miles. This is made up of the following areas:

Yuba County - a total of 158.42 acres or .25 square miles to add the Naumes, Inc., properties located along the new levee, Ella Avenue, and Feather River Boulevard

City of Yuba City - a total of 158.22 acres or .25 square miles consisting of: 82.04 acres of commercial and industrial properties along Garden Highway and Burns; 3.85 acres of commercial properties along Highway 99 and Lincoln; 72.33 acres of commercial properties along Highway 20/Colusa Avenue

This same resolution will be presented to the Sutter County Board of Supervisors and the City Councils for Marysville, Wheatland, Yuba City, and Live Oak, as each must approve the overall expansion even if not in their jurisdictional areas. The state looks at the zone as one individual unit and not six different areas. All must agree to any changes or expansions within the entire zone area.

Committee Action:

This item was brought before the Public Facilities Committee on April 12, 2011, and is recommended to the full Board for approval.

Fiscal Impact:

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

Attachments

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION APPROVING A GEOGRAPHIC  
EXPANSION TO THE BOUNDARIES OF THE YUBA-  
SUTTER ENTERPRISE ZONE IDENTIFIED AS YSEZ  
EXPANSION NO. 2**

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

**WHEREAS**, the cities of Marysville, Yuba City, Wheatland, and Live Oak, and the counties of Yuba and Sutter, as joint applicants, have been designated collectively as the Yuba-Sutter Enterprise Zone; and

**WHEREAS**, existing law allows an Enterprise Zone to expand its geographic boundaries up to a maximum of 15 percent of the original zone boundaries; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone, as originally defined and including Expansion No. 1 approved on April 12, 2010, is comprised of 64,555.86 acres or 100.87 square miles and has an expansion capacity of approximately 9,615.33 acres or 15.03 square miles; and

**WHEREAS**, the cities of Marysville, Yuba City, Wheatland, and Live Oak, and the counties of Yuba and Sutter desire to expand the boundaries of the Yuba-Sutter Enterprise Zone by a total of 316.64 acres or .49 square miles; and

**WHEREAS**, land included within the proposed expansion area is zoned for industrial or commercial use; and

**WHEREAS**, basic infrastructure is available to the areas that would be included in the proposed expansion area, and

**WHEREAS**, by law, each partner jurisdiction of the Enterprise Zone is required to approve by resolution any expansions within the boundaries of the Zone; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone Manager will submit a written request as required to the California Department of Housing & Community Development to have the enterprise zone boundaries expanded.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA**, that this Enterprise Zone Expansion is hereby approved.

**BE IT FURTHER RESOLVED**, that the Board hereby directs the Enterprise Zone Manager to submit the written request and required accompanying documentation to the State Department of Housing or the designated Zone authority for review and approval of the boundary expansion.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman

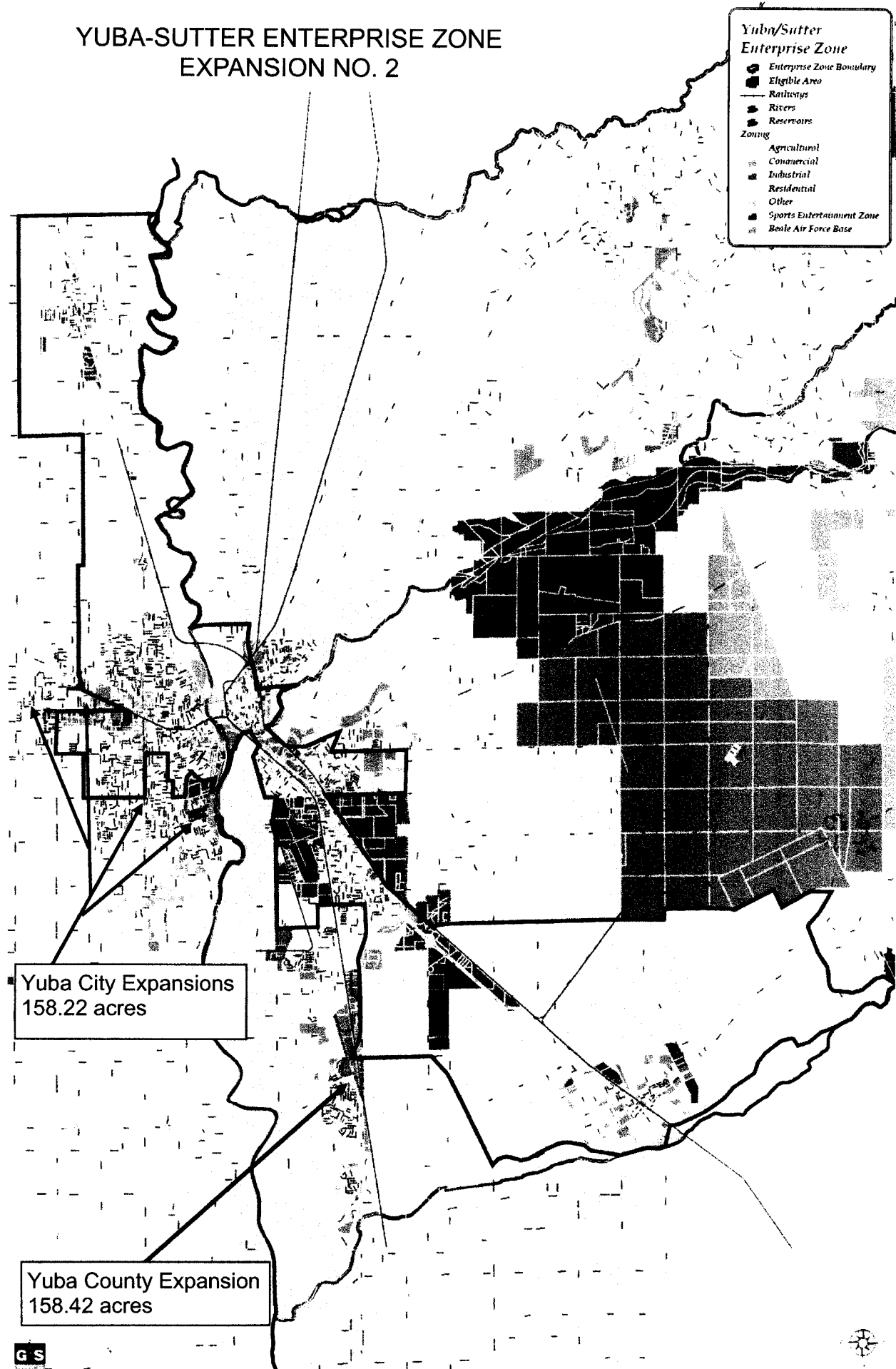
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

\_\_\_\_\_

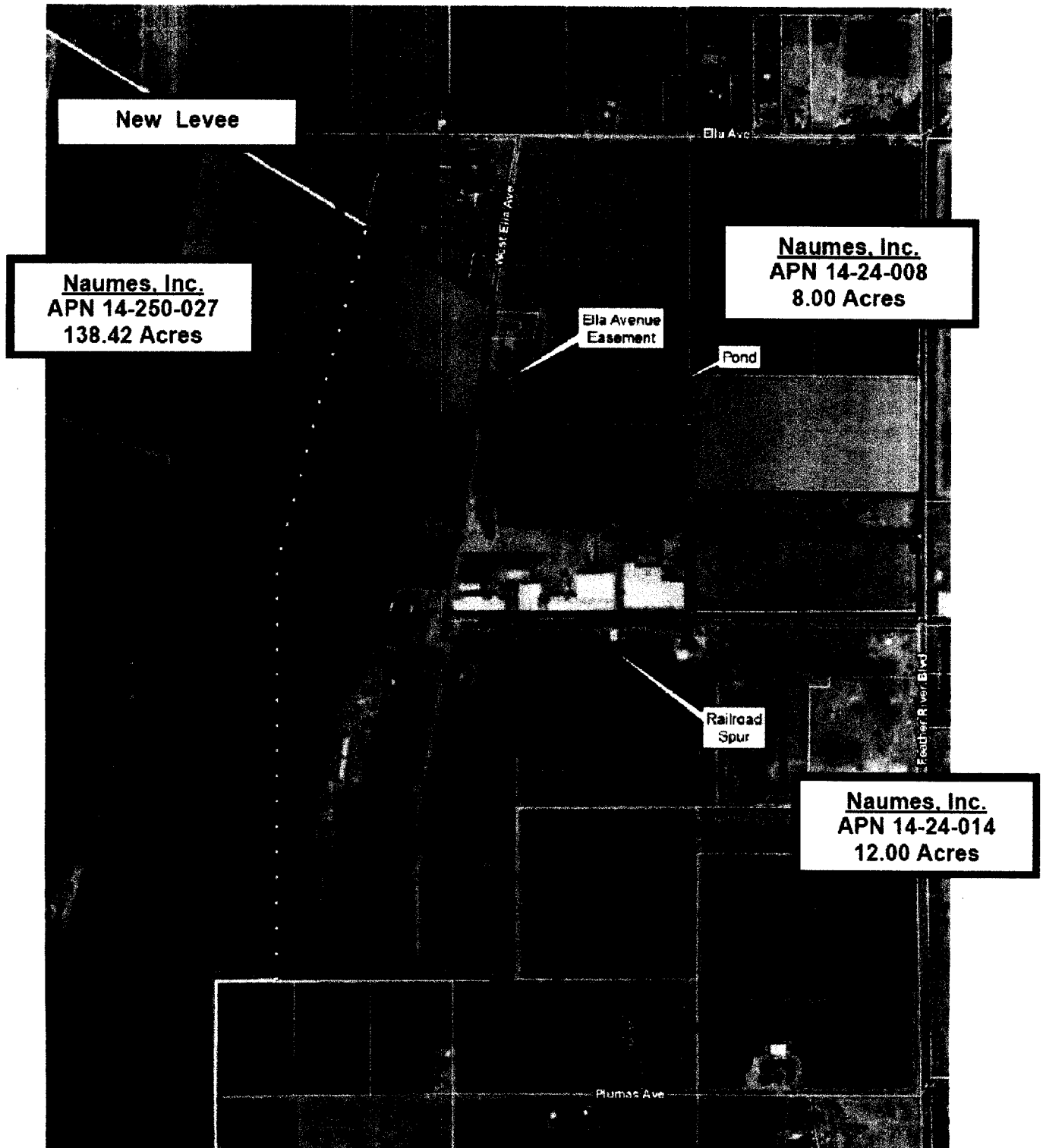
APPROVED AS TO FORM:

*Maria Bryant-Pellard, Deputy*  
\_\_\_\_\_  
County Counsel

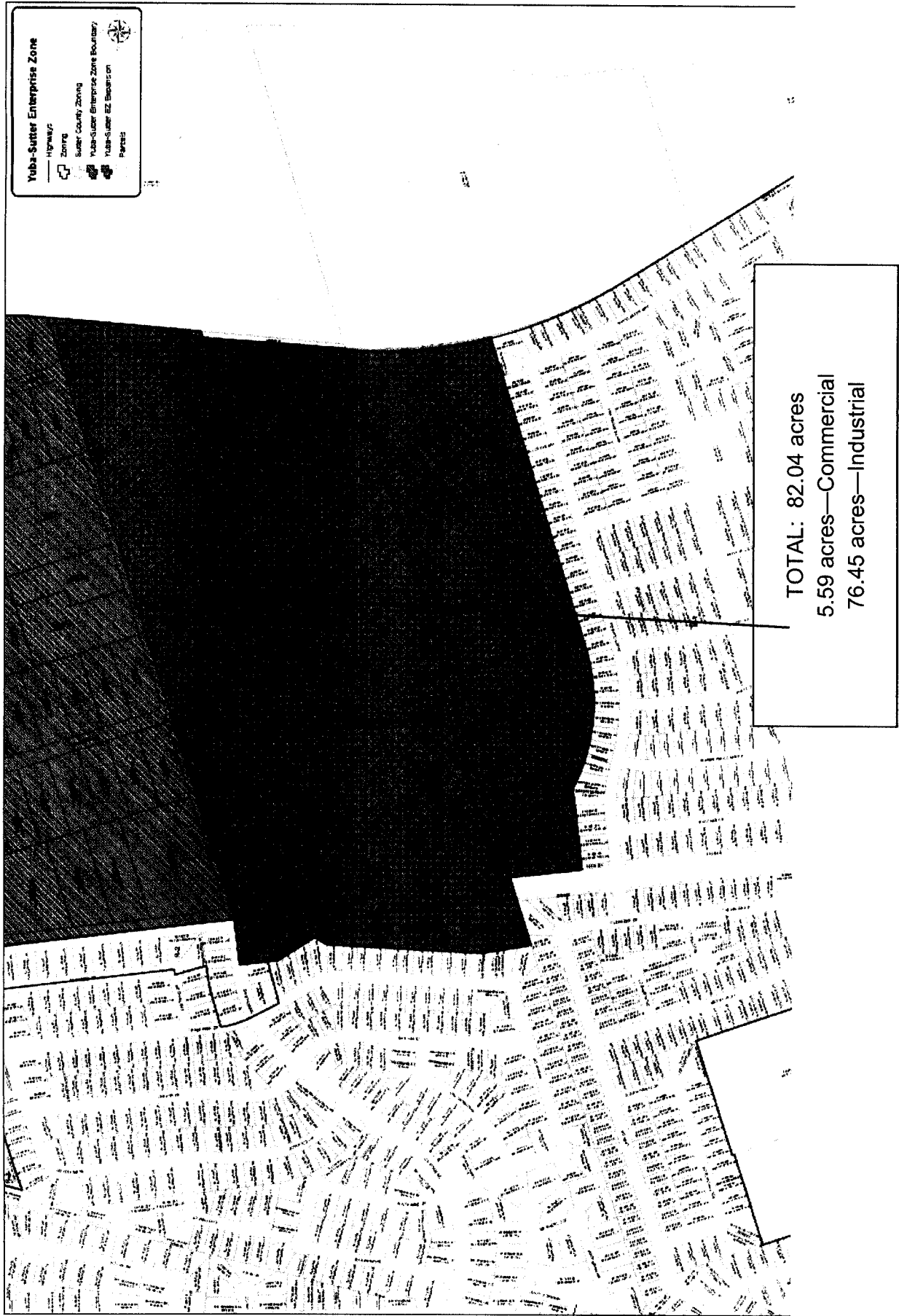
# YUBA-SUTTER ENTERPRISE ZONE EXPANSION NO. 2



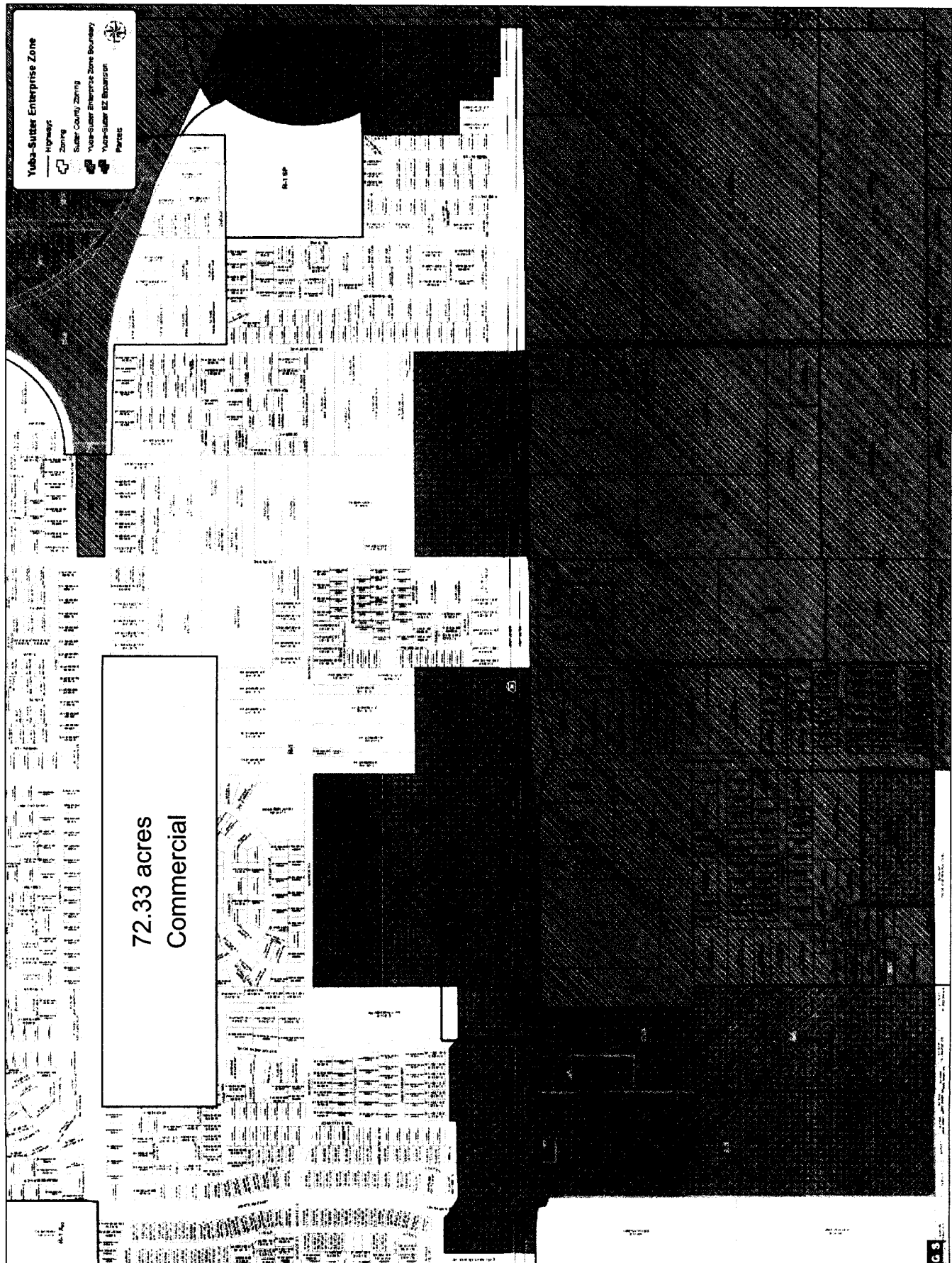
YSEZ EXPANSION NO. 2—YUBA COUNTY—2 (NAUMES PROPERTIES)  
158.42 ACRES (AE-40, EXCLUSIVE AGRICULTURE)



YSEZ EXPANSION NO. 2—YUBA CITY 1A (GARDEN & BURNS)

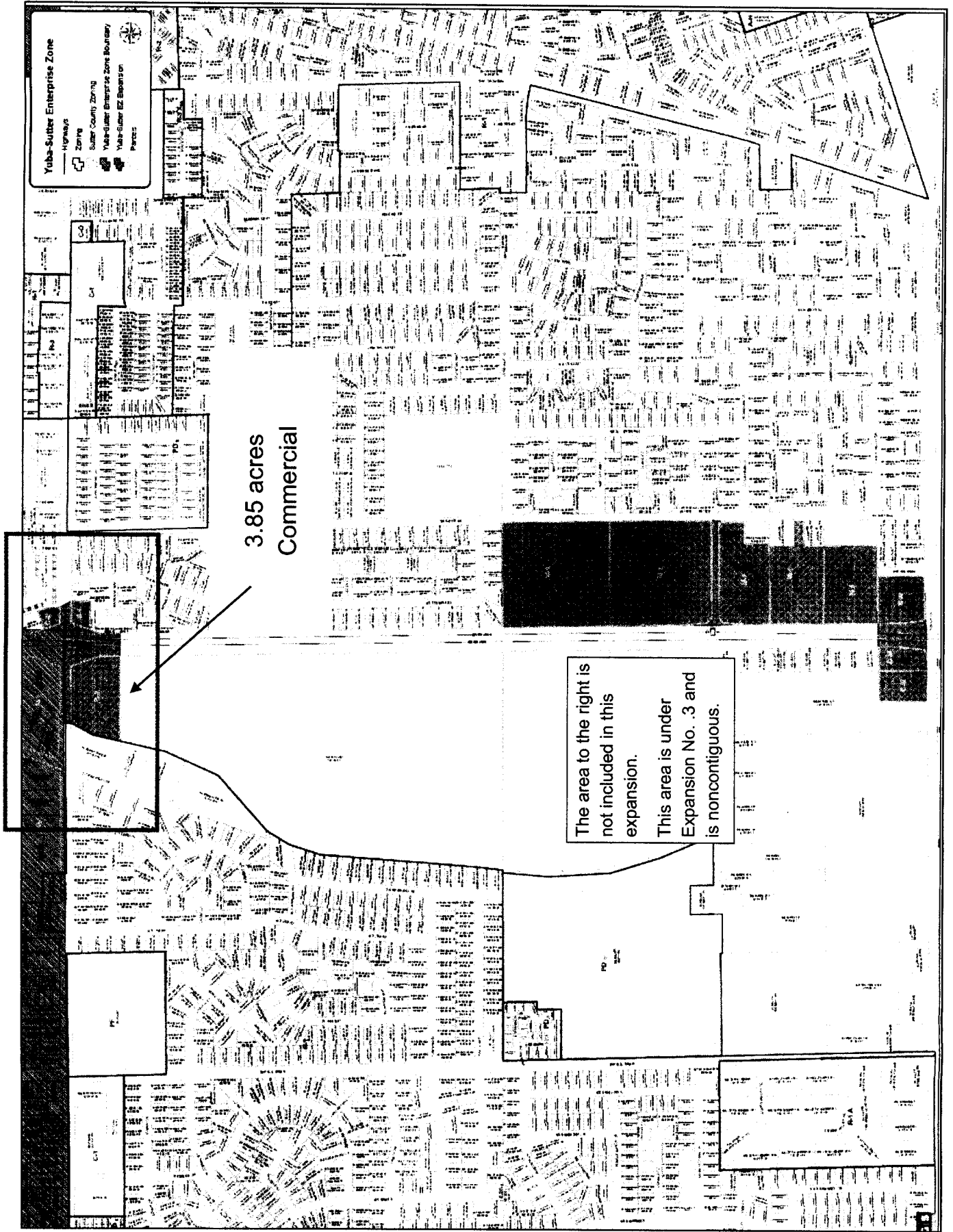


YSEZ EXPANSION NO. 2—YUBA CITY 1C (HWY 20/COLUSA AVE/COLUSA HWY)





YSEZ EXPANSION NO. 2—YUBA CITY 1B (HWY 99 & LINCOLN)



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# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director




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179-11

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

April 19, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy,  Administrative Services Director

SUBJECT: ADOPT RESOLUTION APPROVING A NONCONTIGUOUS GEOGRAPHIC EXPANSION TO THE BOUNDARIES OF THE YUBA-SUTTER ENTERPRISE ZONE IDENTIFIED AS YSEZ EXPANSION NO. 3

### Recommendation:

Adopt "Resolution Approving a Noncontiguous Geographic Expansion to the Boundaries of the Yuba-Sutter Enterprise Zone Identified as YSEZ Expansion No. 3.

### Background:

As per Government Code Sections 7074, a city, county, or city and county may propose that the enterprise zone be expanded by 15 percent to include definitive boundaries that are contiguous to the enterprise zone. Assembly Bill 1550 amended that section to allow noncontiguous areas to be included in an expansion. Each of the zone jurisdictions' governing bodies must approve the expansion by adoption of an ordinance or resolution. The land included within the expansion is zoned for industrial or commercial use and basic infrastructure must be available to the area or planned for the area to be included in the expansion.

The boundaries of the Yuba-Sutter Enterprise Zone encompass 100.87 square miles or 64,555.86 acres. Expansion No. 2 is pending that will add 316.64 acres or .49 square miles for a total of 64,872.50 acres or 101.36 square miles. The 15 percent remaining expansion capacity consists of 14.53 square miles or 9,298.69 acres.

### Discussion:

The attached resolution relates to an expansion request for 119.27 acres or .19 square miles. This is made up of the following areas:

Sutter County - a total of 78.93 acres of commercial properties along Highway 99, Oswald, and Sawtelle.

City of Yuba City - a total of 40.34 acres consisting of: 34.21 acres of commercial and industrial properties along Highway 99 and Bogue and 6.13 acres of commercial properties along Garden Highway and Bogue.

This same resolution will be presented to the Sutter County Board of Supervisors and the City Councils for Marysville, Wheatland, Yuba City, and Live Oak, as each must approve the overall expansion even if not in their jurisdictional areas. The state looks at the zone as one individual unit and not six different areas. All must agree to any changes or expansions within the entire zone area.

Committee Action:

This item was brought before the Public Facilities Committee on April 12, 2011, and is recommended to the full Board for approval.

Fiscal Impact:

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

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION APPROVING A NONCONTIGUOUS  
GEOGRAPHIC EXPANSION TO THE BOUNDARIES  
OF THE YUBA-SUTTER ENTERPRISE ZONE  
IDENTIFIED AS YSEZ EXPANSION NO. 3**

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

**WHEREAS**, the cities of Marysville, Yuba City, Wheatland, and Live Oak, and the counties of Yuba and Sutter, as joint applicants, have been designated collectively as the Yuba-Sutter Enterprise Zone; and

**WHEREAS**, existing law allows an Enterprise Zone to expand its geographic boundaries up to a maximum of 15 percent of the original zone boundaries; and

**WHEREAS**, Assembly Bill 1550 amended Section 7074 of the Government Code to allow a city, county, or city and county to propose an enterprise zone expansion into a noncontiguous area; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone, as originally defined and including Expansion No. 1 approved on April 12, 2010, and Expansion No. 2, pending approval, is comprised of 64,872.50 acres or 101.36 square miles and has an expansion capacity of approximately 9,298.69 acres or 14.53 square miles; and

**WHEREAS**, the cities of Marysville, Yuba City, Wheatland, and Live Oak, and the counties of Yuba and Sutter desire to approve a noncontiguous expansion to the boundaries of the Yuba-Sutter Enterprise Zone by a total of 119.27 acres or .19 square miles; and

**WHEREAS**, land included within the proposed expansion area is zoned for industrial or commercial use; and

**WHEREAS**, basic infrastructure is available to the areas that would be included in the proposed expansion area, and

**WHEREAS**, by law, each partner jurisdiction of the Enterprise Zone is required to approve by resolution any expansions within the boundaries of the Zone; and

**WHEREAS**, the Yuba-Sutter Enterprise Zone Manager will submit a written request as required to the California Department of Housing & Community Development to have the enterprise zone boundaries expanded.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA**, that this Enterprise Zone Expansion is hereby approved.

**BE IT FURTHER RESOLVED**, that the Board hereby directs the Enterprise Zone Manager to submit the written request and required accompanying documentation to the State Department of Housing or the designated Zone authority for review and approval of the boundary expansion.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

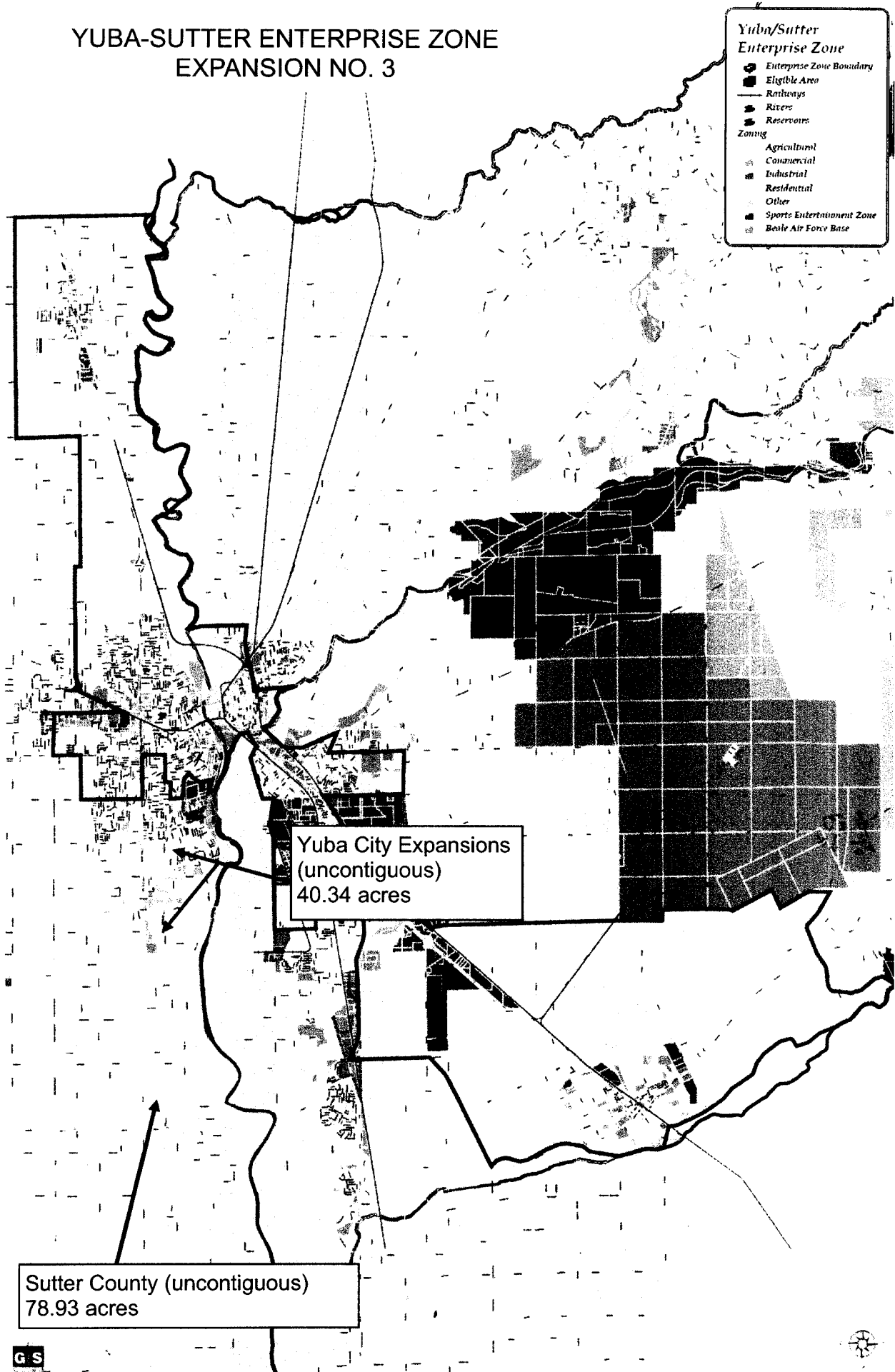
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

*Maria Bryant-Bellard, Deputy*  
County Counsel

# YUBA-SUTTER ENTERPRISE ZONE EXPANSION NO. 3



Yuba-Sutter Enterprise Zone

Highways

Zoning

Sutter County Zoning

Yuba-Sutter Enterprise Zone Boundary

Yuba-Sutter EZ Expansion

Parcel

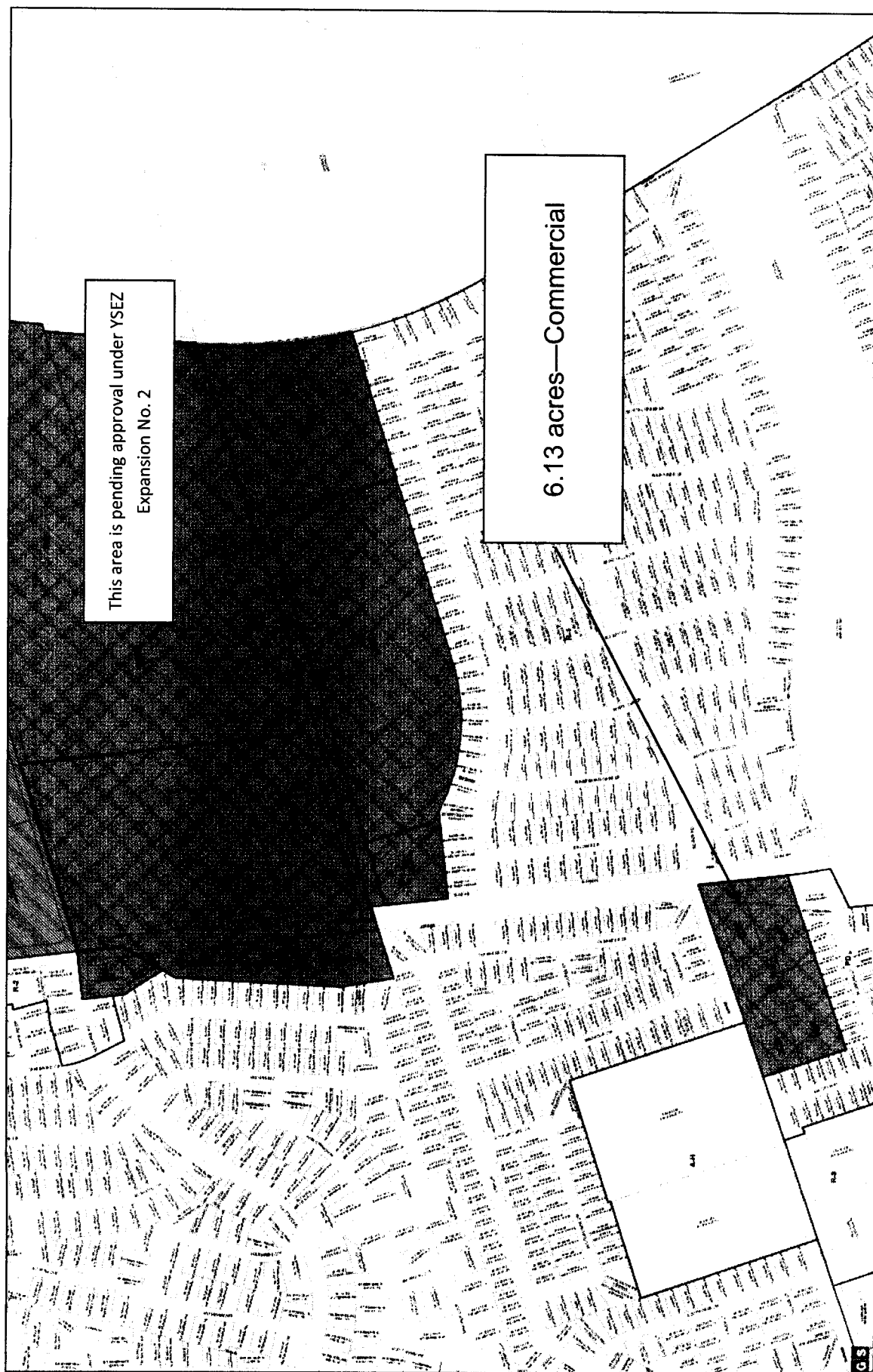
Pending approval from Expansion No. 2

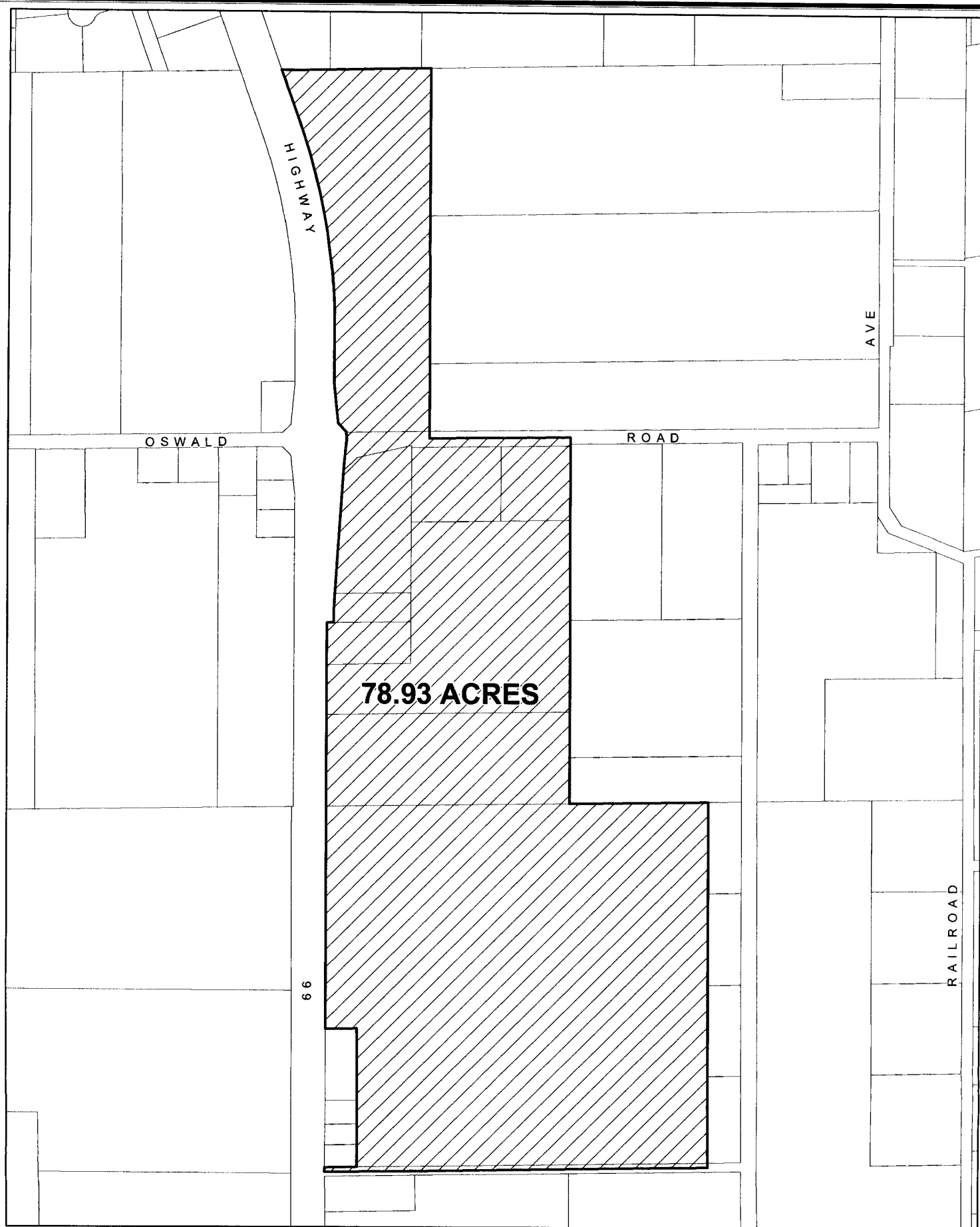
4.11 acres—Commercial  
39.1 acres—Industrial

4.11 acres—Commercial  
39.1 acres—Industrial



YSEZ EXPANSION NO. 3—YUBA CITY NO. 1B  
NON-CONTIGUOUS (GARDEN & BOGUE)





## YSEZ EXPANSION NO. 3 - SUTTER COUNTY

NON CONTIGUOUS (HWY 99/OSWALD/RAILROAD)

0 140 280 560 840 1,120 Feet

prepared by  
SUTTER COUNTY COMMUNITY SERVICES DEPARTMENT

# **BI-COUNTY SOLID WASTE INDEPENDENT HEARING PANEL PROCEDURES MANUAL**

**MARCH 14, 2011**

## **1. BACKGROUND**

Assembly Bill (AB) 939 was signed into law on September 29, 1989. AB 939 requires that all cities and counties have Integrated Waste Management Plans and created the California Integrated Waste Management Board (CIWMB). The role of the CIWMB is to oversee and coordinate all solid waste issues throughout the State, including implementation of enforcement and permitting activities at solid waste facilities. A Local Enforcement Agency (LEA) can be certified by the CIWMB to implement certain permitting and enforcement activities within a jurisdiction.

Since 1992, the Yuba Sutter Solid Waste Local Enforcement Agency has been designated by the Yuba County Board of Supervisors as the Local Enforcement Agency (LEA) for Yuba County. The Yuba County Environmental Health Department within the Community Development and Services Agency implements all LEA duties. The LEA enforces State solid waste laws and regulations pertaining to permitting and enforcement at solid waste facilities.

In order to become certified, the Public Resources Code requires the LEA have a Hearing Panel or hearing officer in place to act as the local appeals body for solid waste permitting and enforcement issues. The Yuba County Board of Supervisors has established a Bi-County Solid Waste Independent Hearing Panel as the local hearing body. Independent Hearing Panel policy and procedures are to be developed individually at the local level within the requirements established in the Public Resources Code. Therefore, each hearing panel may operate somewhat differently.

Many of the individuals who are chosen to be Hearing Panel members may not have previous experience conducting or participating in public hearings. Furthermore, new members may not be familiar with LEA duties. This procedure manual is provided to assist the Bi-County Solid Waste Independent Hearing Panel in understanding its roles and responsibilities and to familiarize it with LEA duties and level of responsibility. It will attempt to provide information about the laws affecting the Solid Waste Independent Hearing Panel and the procedures commonly followed in a public hearing.

## **2. OVERVIEW of the LEA**

### **A. *Introduction***

The LEA issues, denies, revokes, suspends, and modifies Solid Waste Facilities Permits. According to the Public Resources Code Section 40194, a "Solid, Waste Facility" includes a solid waste transfer or processing station, a composting facility, a transformation facility, and a disposal facility. The LEA regulates solid waste facilities by performing compliance inspections.

The LEA enforces the following laws and regulations:

- Public Resources Code (PRC), Divisions 30 and 31
- Title 14 of the California Code of Regulations (CCR), Division 7
- Title 27 of the California Code of Regulations (CCR), Division 2

3-22-11:BOS: Postponed to April 26, 2011/rf

Typical LEA duties include:

- Solid waste facility inspections
- Permitting of solid waste facilities
- Closure/post-closure activities for solid waste landfills
- Investigation and inspection of closed, illegal and abandoned disposal sites
- Five-year permit reviews and review of solid waste facility plans
- Response to complaints against solid waste facilities

### ***B. The LEA and the Hearing Panel***

Each solid waste facility must comply with the requirements in the laws and regulations, and any conditions or requirements of any Solid Waste Facilities Permit issued by the LEA for a given solid waste facility. Compliance is usually obtained by the LEA via inspection reports and compliance schedules. As long as the affected party shows a good faith effort toward correction, the LEA will work with the party involved.

If a solid waste facility operator fails to meet the requirements as provided in the laws and regulations, then the LEA will issue a written Notice of Violation. Failure to comply within the timeframes prescribed in the Notice of Violation will result in the LEA issuing an enforcement order (Stipulated Order, Notice and Order, or Cease and Desist Order). Non-compliance with an enforcement order can result in initiating the required procedures to revoke, suspend, or modify the Solid Waste Facilities Permit. In addition, the LEA may also pursue assessing civil penalties against a recalcitrant owner or operator. It is expected that disputes will be discussed in good faith for dispute resolution before filing an appeal with the Hearing Panel.

The Hearing Panel may be convened for any of the following reasons:

- before the LEA can take action to deny, suspend, or revoke a Solid Waste Facilities Permit, or
- to hear appeals regarding enforcement actions (requested by the facility subject to the action, "action" generally being an enforcement order;) or
- to hear appeals to permit conditions deemed inappropriate by the applicant after the permit has been issued; or
- to contest administrative civil penalties issued by the LEA; or
- upon a petition to the enforcement agency from any person requesting the enforcement agency to review an alleged failure of the LEA to act as required by law or regulation.

The Hearing Panel will review the LEAs actions or proposed actions based on the facts as well as the applicable laws and regulations as they apply to each specific case brought before them.

## **3. HEARING PANEL**

### ***A. Introduction***

The Hearing Panel consists of 3 members: at least one member of the Hearing Panel is a technical expert with knowledge of solid waste management methods and technology, one member is a representative of the public at-large and one member is from the Yuba County Board of Supervisors. The members of the Hearing Panel are selected for their legal, administrative or technical abilities in areas relating to solid waste management. The members of the Hearing Panel are selected based on their ability to evaluate the information presented to them and to make an informed decision based on their evaluation.

**B.     *Selection of a Hearing Panel***

The County Board of Supervisors appoints the members of the Hearing Panel after receiving recommendations from the LEA.

**C.     *Length of Term of the Hearing Panel Member***

Hearing Panel members serve for a term of four years. They may serve more than one term, but no more than two consecutive terms. If a member does not complete his or her term, the Board of Supervisors may appoint a new member to the Independent Hearing Panel to fill the seat vacated. The replacement selected will serve for four years, and may, if selected, serve one more consecutive term or additional nonconsecutive terms.

Any member who requests to be relieved from the duties of the Solid Waste Independent Hearing Panel shall continue to fulfill the duties as a member until a successor has been authorized by the Yuba County Board of Supervisors.

**D.     *Compensation of Independent Hearing Panel Members***

Public Resource Code section 44308(c) allows members of the Independent Hearing Panel to receive per diem and reasonable compensation for activity associated with the Solid Waste Independent Hearing Panel. Panel members will serve gratis unless the Board of Supervisors approves a per diem compensation.

**E.     *Actions***

All actions taken by the hearing panel shall be decided by a simple majority vote.

**F.     *Chairperson of the Independent Hearing Panel***

The Hearing Panel Chairperson will be the panel member from the Yuba County Board of Supervisors unless determined otherwise through a majority vote by the Solid Waste Independent Hearing Panel. It is the responsibility of the Chairperson to preside at the hearings ensure that each hearing proceeds according to protocol. The Chairperson will also control the Solid Waste Independent Hearing Panel's calendar, sign letters for the Solid Waste Independent Hearing Panel and assign tasks to panel members.

**G.     *Staff for the Hearing Panel and Their Duties***

Staffing for the Solid Waste Independent Hearing Panel is provided by the LEA, except when the LEA'S actions is the subject of the hearing and in such case the Clerk of the Board of Supervisors shall serve as staff for the Hearing Panel. Duties include:

- Scheduling the hearing and meetings
- Accepting and filing petitions
- Sending out Notice of Hearings
- Preparing and posting announcements: Agenda, Notice of Adjournment, Notice of Continuance
- Ensuring minutes are recorded
- Draft findings for the hearing panel

#### **4. TYPES OF CASES**

##### **A. *Introduction***

Division 30 of the Public Resources Code deals with solid waste facilities. It sets forth the types of cases which involve the LEA and Solid Waste Independent Hearing Panel and provides the authority for the LEA regarding denial, suspension or revocation of permits and administrative enforcement. It also provides for review of LEA actions by the Solid Waste Independent Hearing Panel.

##### **B. *Permit Denial***

Permit denial is outlined in Public Resources Code, section 44300 and is initiated by the LEA. Before a permit is denied, the Solid Waste Independent Hearing Panel must be convened to hear the reasons and to decide that permit denial is warranted. Reasons to deny a permit are:

1. Incomplete permit application.
2. The permit will not comply with CEQA.
3. The proposed facility will not meet minimum regulatory standards for operating a solid waste facility.
4. The application contained significant false or misleading information or significant misrepresentations.
5. The applicant was, during the past three years, convicted of or issued a final order for recurring and or uncorrected violations of the Integrated Waste Management Act (Public Resources Code) or the regulations promulgated under the Act (Title 14 and Title 27) or the terms and conditions of a solid waste facility permit and:
  - a. The violation demonstrates a chronic pattern of non-compliance that posed or may pose a significant risk to public health and safety or the environment; and
  - b. Violation has not been corrected or reasonable progress toward correction has not been achieved.

##### **C. *Revocation of a Solid Waste Facilities Permit***

Permit revocation is outlined in Public Resources Code, section 44306 and is initiated by the LEA. If a permit is to be revoked, the Solid Waste Independent Hearing Panel must be convened prior to revocation to hear and decide that it is warranted. Reasons to revoke a permit are:

1. The permit was obtained by a material misrepresentation or failure to disclose relevant factual information.
2. The operator has, during the previous three years, been convicted of, or been issued a final order for, one or more violations of Division 30 of the Public Resources Code, regulations adopted pursuant to Division 30 of the Public Resources Code division, or the terms and conditions of the permit, and the violation meets both of the following criteria:
  - a) The violation demonstrates a chronic recurring pattern of noncompliance that has posed, or may pose, a significant risk to public health and safety or to the environment.
  - b) The violation has not been corrected or reasonable progress toward correction has not been achieved.
  - c) The operator has failed to pay in full any monetary penalty imposed pursuant to section 45000 et seq. of the Public Resources Code within 90 days from

the date when the penalty is required to be paid and after expiration of the time period during which the operator may appeal the ruling or after the denial of the operator's timely appeal, up to, and including an appeal to the superior court.

#### ***D. Suspension of a Solid Waste Facilities Permit***

The procedure for suspending a Solid Waste Facilities Permit is outlined in PRC Section 44305. A Solid Waste Facilities Permit may be suspended by the LEA under one of two circumstances:

1. If the LEA determines that a condition exists that represents a significant threat to public health and safety or the environment. In this case, the LEA shall initiate review by the Solid Waste Independent Hearing Panel prior to suspension of the permit; or
2. If the LEA determines that there is an imminent and substantial threat to public health and safety or the environment. The Solid Waste Independent Hearing Panel must meet within three days of the LEA's suspension or Notice of Intent to Suspend the Solid Waste Facilities permit, if requested by an aggrieved party, when a permit is suspended due to an imminent and substantial threat.

#### ***E. Change of Solid Waste Facility Design***

PRC Section 44004 outlines the requirements of all parties when a change to a solid waste facility is proposed. The Solid Waste Independent Hearing Panel may be convened by request of an operator who disagrees with a decision made by the LEA to disallow a change at a solid waste facility or to require a Solid Waste Facilities Permit revision. In such cases, the operator may request the Solid Waste Independent Hearing Panel to hear the facts of the case and render a decision regarding the LEA's actions.

#### ***F. Enforcement Actions or Permit Conditions***

PRC section 44307 allows a hearing to be requested for the following:

1. Applicant contesting permit conditions imposed by the LEA after the permit has been issued;
2. Operator contesting LEA enforcement actions;
3. Allegations by any person that the LEA has failed to act as required by law or regulation.

### **5. THE BROWN ACT AND ADDITIONAL PROVISIONS UNDER THE PRC FOR PUBLIC NOTICE**

#### ***A. Introduction***

All portions of the hearing, including presentation of issues, deliberations, and voting of the Panel members shall be open and public. Public Resources Code, section 44305 provides that the Brown Act is applicable to these proceedings.

#### ***B. Notice of Hearings***

At least 15 days prior to a hearing, except for suspensions, notice shall be sent to the applicant or permittee and the LEA telling them of the time, date and location of the hearing. Public notice shall also be provided a minimum of 72 hours prior to the hearing and state the date, time and

place of the hearing and such other information as may be necessary to reasonably apprise the nature and purpose of the hearing.

The LEA may collect a reasonable charge for the sending of this notice based on the estimated cost of the service (Government Code Section 54954.4),

### ***C. Posting of an Agenda***

An agenda, specifying the time and location of the hearing and a brief description of each item, shall be posted at least 72 hours before a regular hearing. It must be posted in a location that is accessible to the public, and action may be taken only on those action items appearing on the agenda.

### ***D. Notice of Adjournment and Continuance***

When a hearing is adjourned to another date, time or place, a copy of the order of adjournment must be posted within 24 hours on or near the door of the place where the hearing was held.

If an order or notice of continuance is given for less than 24 hours, then the order or notice shall be posted immediately at the location where the hearing was held.

### ***E. Closed Sessions***

All members of the public can be excluded from the hearing, under certain specific circumstances. For example, a closed session may be held to discuss documents that are exempt from disclosure under provisions of the Public Records Act, such as trade secrets exempted under Government Code, Section 6254.7(d).

## **6. PROCEDURES FOR HEARINGS**

### ***A. Initiation of Proceedings***

The Solid Waste Independent Hearing Panel shall meet only on an as needed basis, after a request for a hearing by the LEA, the applicant for a Solid Waste Facilities Permit, the entity subject to an enforcement action, or petition by any person as provided in the Public Resource Code.

### ***B. Absence of Person (applicant, operator, individual or business) requesting the Hearing***

The hearing will proceed as normal whether the person requesting the hearing is present or not. A person's failure to appear at the hearing will forfeit their opportunity to present information to the Independent Hearing Panel. The Solid Waste Independent Hearing Panel may act without taking further evidence,

### ***C. Scope of Hearing***

The scope of the hearing will consist of:

1. The elements required by statute for the LEA to deny, suspend or revoke a permit; or
2. The issues raised by the applicant or operator contesting conditions in a permit it deems inappropriate or the terms of an enforcement action or order, including civil penalties; or



3. The issue statement provided by the person, entity or organization, as required by PRC 44310 alleging the failure of the LEA to act as required by law or regulation.

#### ***D. Burden of Proof***

The party requesting relief has the burden of proof. That party must prove by a preponderance of the evidence every fact necessary to support its claim for relief. Merely supplying a larger quantity of witnesses is not sufficient. The panel measures the quality of witnesses, documents, exhibits, etc., and the focus should be on that which is more credible and convincing.

#### ***E. Conduct of the Hearing***

The hearing does not need to be conducted with a strict adherence to the technical rules relating to evidence and witnesses. The panel shall consider any relevant information to the issues raised in the petition or by the person requesting the hearing. Relevant information can include the authority and action of the LEA, written and oral arguments submitted by the parties, and any other relevant information that, in the judgment of the panel, should be considered to effectuate and implement the laws and regulations of the state and county pertaining to solid waste for which the LEA has authority to implement relevant to the issues before the panel.

The hearing should flow in an orderly fashion. The Solid Waste Independent Hearing Panel may require a list of witnesses to be provided to the panel and all parties in advance of the hearing.

As an option, the following may be used as a guideline by the Solid Waste Independent Hearing Panel should a less formal procedure not meet the needs of the panel. The following guidelines demonstrate the flow of an individual case. In most cases, the party seeking relief (normally, the operator or the party petitioning the hearing) will present evidence first, followed by the LEA. In some cases, the LEA may need to present evidence first. Additionally, in some instances, the parties will reach agreements (stipulations) to evidence, (in most cases, documents,) that will be submitted to the panel to review and consider.

1. To begin each pending case, the party requesting the hearing will present the facts of its case, including its testimony and documents.
2. Each witness must swear or affirm to the members of the Independent Hearing Panel to tell the truth. This can be done collectively before any testimony is taken. Witnesses testify to the facts or lay a foundation for the introduction of evidence, or the opinions of an expert witness. The process by which the party elicits this testimony is called direct examination. It takes the form of questions to, and answers from, each witness.
3. After each witness has been questioned on direct examination, the other parties (including the LEA and the operator/permittee (when the real party in interest)) are permitted to question the witness regarding statements or answers given during direct examination. This process is known as cross-examination.
4. After cross-examination of a witness, the panel members may, with the permission of the Chairperson, ask questions of the witness.
5. In some instances, the party initiating the hearing may ask the witness additional questions relating to the questions asked during cross-examination. This is known as redirect examination. The other parties may ask additional questions relating to the answers given to the redirect examination. This is known as re-cross examination.
6. The process may continue in this manner until there are no more questions or until the Chairperson curtails the questioning as repetitive and unproductive.

7. After the party initiating the hearing has presented all of its witnesses and exhibits, it will rest its case. Then, the other party or parties, one at a time, will follow the same procedures.
8. The parties will be given an opportunity to present a closing statement that highlights the important facts and testimony of the case.
9. Findings and Decisions

The matter is then considered closed and the panel will discuss the item and make a decision in the open. The decision of the panel is based on a majority of panel members approving a motion to grant or deny relief to the party requesting such action, in making its decision, the Solid Waste Independent Hearing Panel must consider only the evidence received during the proceeding. Solid Waste Independent Hearing Panel members may not go on their own fact-finding mission without affording all parties the right to accompany them. Similarly, Hearing Panel members may not engage in off-the-record, private communications with parties or witnesses regarding the matter under consideration. Such communication gives the impression of unfairness and may result in a decision based on information not on the record of proceeding.

Pursuant to Public Resources Code Section 44310, a decision must be issued within 5 days after conclusion of the hearing. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented and the penalty amount, if any. Copies of the decision shall be sent to all parties and to the CIWMB.

#### ***F. Date Decision Becomes Effective***

The decision becomes effective immediately upon service, unless the executive director of the CIWMB issues a stay under PRC section 45017.

### **7. APPEALS OF HEARING PANEL DECISIONS**

#### ***A. Reason for Appeal:***

PRC section 45030 outlines the appeal process. Any party to the Hearing Panel may appeal to the CIWMB or the Superior Court to:

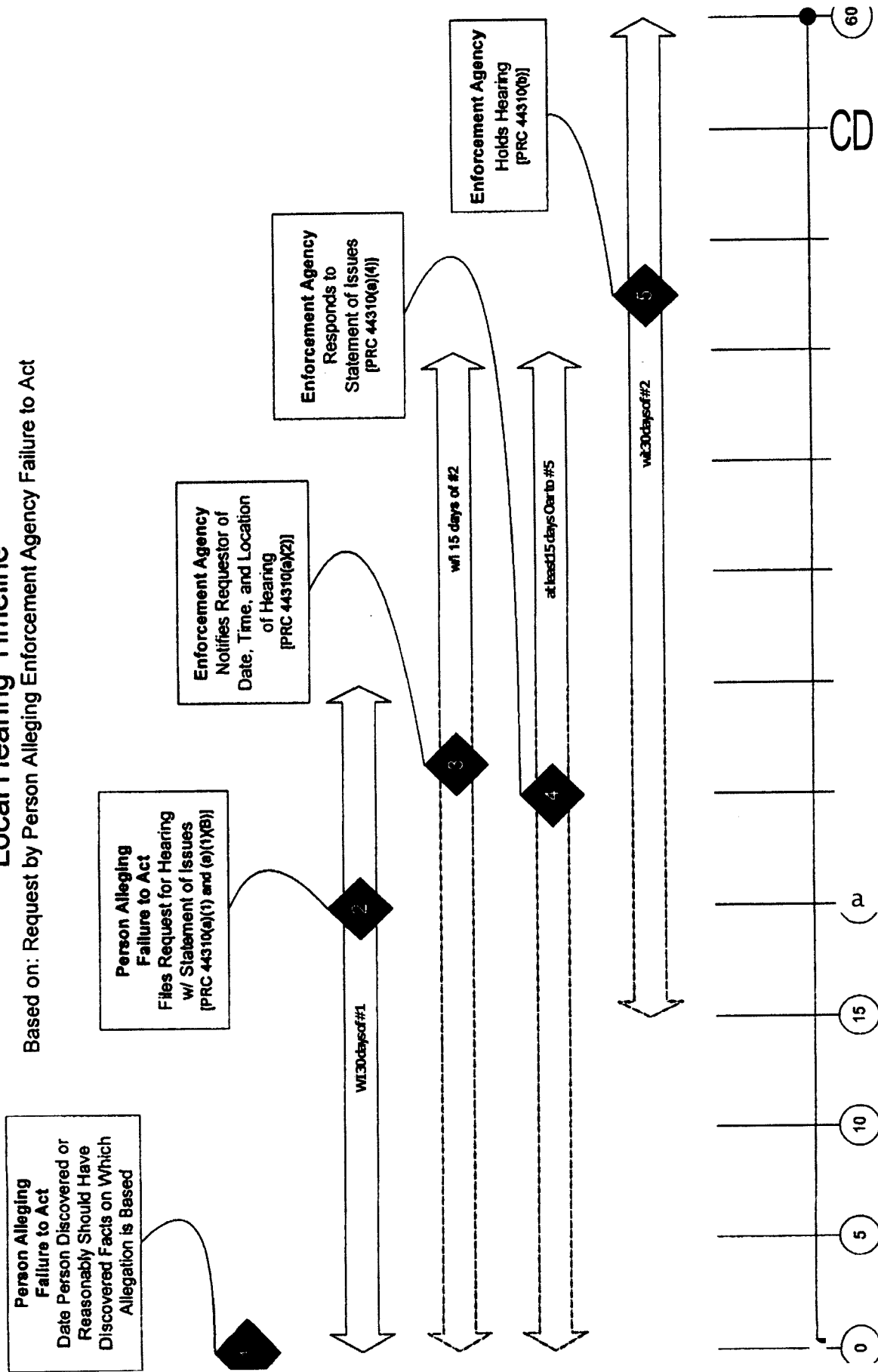
1. Review the written decision of the Independent Hearing Panel.
2. Review the request or petition for a hearing if the Independent Hearing Panel failed to render a decision or hold a hearing with 45 days.
3. Review a decision by the governing body not to direct the Independent Hearing Panel to hold a public hearing.

#### ***B. Appeal Request Deadline:***

1. Within 10 days from the date of a written decision by a Hearing Panel.
2. Within 45 days from the date of written request for a hearing if the Independent Hearing Panel fails to render a decision or consider a petitioner's request.

# Local Hearing Timeline

Based on: Request by Person Alleging Enforcement Agency Failure to Act



Explanation: The double-headed arrows depict the possible range within which a task could occur; the location of the diamonds depict one possible scenario.

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

**RESOLUTION ADOPTING THE SOLID WASTE                    )  
INDEPENDENT HEARING PANEL PROCEDURES                )  
MANUAL AS RECOMMENDED BY THE PANEL                )**      **RESOLUTION: \_\_\_\_\_**

**WHEREAS**, since 1992 the Yuba-Sutter Solid Waste Local Enforcement Agency has been designated by the Yuba County Board of Supervisors as the Local Enforcement Agency (LEA) for Yuba County.; and

**WHEREAS**, the Yuba County Environmental Health Department within the Community Development and Services Agency implements all LEA duties. The LEA enforces State solid waste laws and regulations pertaining to permitting and enforcement at solid waste facilities; and

**WHEREAS**, the State of California Public Resources Code, section 44308(a) requires all hearings regarding Local Enforcement Agency (LEA) activity or enforcement action pertaining to solid waste facilities to be conducted by either a hearing officer or a hearing panel; and

**WHEREAS**, in order to become certified, the Public Resources Code requires the LEA have a Hearing Panel or hearing officer in place to act as the local appeals body for solid waste permitting and enforcement issues. The Yuba County Board of Supervisors has established a Solid Waste Independent Hearing Panel as the local hearing body; and

**WHEREAS**, State laws and regulations do not provide specific procedures for conduct of hearing held by the Independent Hearing Panel; and

**WHEREAS**, the Yuba-Sutter Solid Waste Hearing Panel had a meeting on March 14, 2011, to consider the adoption of the proposed Hearing Panel Procedure Manual; and

**WHEREAS**, the Yuba-Sutter Solid Waste Independent Hearing Panel voted to adopt the proposed Hearing Panel Procedure Manual and such vote serves as a recommendation to the Yuba County Board of Supervisors.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Supervisors hereby adopts the attached Procedures Manual marked as "Exhibit A" and by this reference incorporated herein as though set forth in full as the procedures for conducting hearings held by the Solid Waste Independent Hearing Panel.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

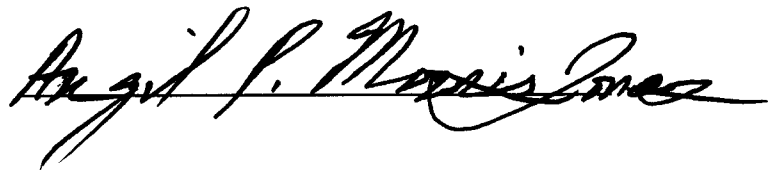
---

Chair

ATTEST:      DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

---

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

A handwritten signature in black ink, reading "Angil P. Morris-Jones", written over a horizontal line.

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



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**BUILDING**

749-5440 • Fax 749-5616

**CODE ENFORCEMENT**

749-5455 • Fax 749-5424

**ENVIRONMENTAL HEALTH • CUPA**

749-5450 • Fax 749-5454

**HOUSING & COMMUNITY SERVICES**


749-5460 • Fax 749-5464

**PLANNING**

749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**

749-5420 • Fax 749-5424

**To:** Yuba County Board of Supervisors  
**From:** Kevin Mallen, CDSA Director   
**Date:** April 12, 2011  
**Subject:** CDSA Staff Time in Support of Trails Commission

### **Recommendation:**

Planning Department continue to provide administrative support to the Trails Commission, and add having Public Works provide quarterly reports to the Commission on their trail related activities.

### **Background/Discussion:**

In February of 2008, the Board took action to adopt the County's first ever Parks Master Plan. The Parks Plan provides the County guidance on future parks, trails, open space and recreation services, and a potential concept on how to achieve these future facilities and services. The Parks Plan is also being woven into the County's updated General Plan, which will be in final format before the Board next month.

Planning for future parks, trails, open space, and recreation services is a critical first step to implementation of a higher quality of life for the people of Yuba County. Although this first step is nearly complete, the next steps come at a difficult financial time for County government. The planning involved in the Parks Plan as well as the General Plan has been accomplished through non-general funded sources. The Parks Plan was funded through park fees and the General Fund through building and land development fees. The next steps in the process, which include purchasing and maintaining facilities, and expanding recreation services, do not have all (or in many cases any) revenues to support them.

Since adoption of the Parks Plan, the County has been successful in implementing millions of dollars in capital park improvements, as well as initiating countywide recreation services, all without any additional general funds to support these facilities and services. This expansion in facilities and services has been a result of successful pursuit and execution of grants as well as successful collaboration with other entities interested in enhancing Yuba County's parks and recreation.

All of these steps forward in parks and recreation have occurred while CDSA general funds have shrunk from \$3.5 million in FY 2007-08 to less than \$1 million in FY 2010-11. CDSA is expecting even less for FY 2011-12. General funds for CDSA to cover staff time that is not reimbursed from user fees, gas taxes, or grants. As the amount of general funds shrink, so does the staffing supported by general funds, which has resulted in the deletion of over 40 positions in the past few years.

Currently, CDSA has one position in Public Works that oversees all park improvements and maintenance, as well as all roadside landscape maintenance, and grant administration of the First 5 recreation grant. The County currently does not own or operate any trails, and therefore this position currently has no responsibilities related to trails outside of those within County owned parks.

Enhancing trails in Yuba County is one of the visions of the Parks Plan, as well as enhancement to parks, recreation, and open space. The Parks Plan created a conceptual drawing illustrating how a trail system in Yuba County could look. The Trails Commission has taken this concept and further refined it and is now at a point where they would like to take steps toward implementation. The Board heard a recent presentation to this affect from the Commission at their March 1<sup>st</sup> presentation.

Although what the Commission is trying to achieve is right on point with the Parks Plan, as well as the updated General Plan, the issue that arises is one of resources, or more directly general fund availability. Currently, the Commission receives administrative support from the Planning Department. This support is possible through Planning's receipt of general funds to support this function as well as many others. The Planning Department is not equipped to handle the implementation strategies the Commission is currently seeking, which in part is why the Commission made the presentation to the Board on March 1<sup>st</sup>. The Commission would like to have staff support expanded to include both Planning and Public Works. While I agree that both are needed to implement their current strategies and goals, I cannot fulfill their request without additional general funds to support the staff resources. In addition, the Commission's current strategies, if implemented, will add additional facilities for the County to operate and maintain, which will require additional general funds unless alternate funding is established.

Instead of doubling staff support of the Trails Commission, as was requested, I am recommending that the Planning Department continue to provide administrative support to the Trails Commission, and we will add having Public Works provide quarterly reports to the Commission on their trail related activities. This is adding more support than the Commission currently receives at a time when CDSA has less staff to provide it. If more general funds are available in the future to provide additional support for the Commission, as well as pursuing grants for trails, and trail maintenance, then I would suggest revisiting this issue.



# The County of Yuba

182-11



## 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

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:** April 26, 2011  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB*  
**By:** Grace Mull, Management Analyst *GM*  
**Re:** National Endowment for the Humanities Grant

**Recommendation:** Board of Supervisors to consider grant application for a Preservation Assistance Grant for the Library's California Room from the National Endowment for the Humanities and authorize Chairman to sign.

**Background:** The National Endowment for the Humanities has offered a Preservation Assistance Grant on an annual basis for agencies who deal with historical data. The Yuba County Library is interested in obtaining this grant for the California Room.

**Discussion:** If awarded, the Library will use this funding for a professional assessment of the California Room collection to determine the condition of the various archival documents, as well as provide training for the Librarian assigned to the California Room on the current methods of handling and maintaining the collection.

**Committee:** Due to time constraints this item was not heard at Committee.

**Fiscal Impact:** The grant award is \$6,000 with a required County match of \$200. There is no impact to the County General Fund as the County match is included in the Library's budget.



# Grant Application Package

Opportunity Title:	Preservation Assistance Grants for Smaller Institutions
Offering Agency:	National Endowment for the Humanities
CFDA Number:	
CFDA Description:	Promotion of the Humanities Division of Preservation and Access
Opportunity Number:	
Competition ID:	
Opportunity Open Date:	01/24/2011
Opportunity Close Date:	05/03/2011
Agency Contact:	NEH Division of Preservation and Access (202) 606-8570 preservation@neh.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name: Yuba County Library

## Mandatory Documents

Move Form to Complete

Move Form to Delete

## Mandatory Documents for Submission

Application for Federal Domestic Assistance-Sho  
Supplementary Cover Sheet for NEH Grant Program  
NEH Institutional Profile  
Attachments

## Optional Documents

Move Form to Submission List

Move Form to Delete

## Optional Documents for Submission

## Instructions

- 1 Enter a name for the application in the Application Filing Name field.**

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3 Click the "Save & Submit" button to submit your application to Grants.gov.**

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

**APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational**

**\* 1. NAME OF FEDERAL AGENCY:**

National Endowment for the Humanities

**2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:**

**CFDA TITLE:**

Promotion of the Humanities Division of Preservation and Access

**\* 3. DATE RECEIVED:**

Completed Upon Submission to Grants.gov

**SYSTEM USE ONLY**

**\* 4. FUNDING OPPORTUNITY NUMBER:**

**\* TITLE:**

Preservation Assistance Grants for Smaller Institutions

**5. APPLICANT INFORMATION**

**\* a. Legal Name:**

Yuba County Library

**b. Address:**

**\* Street1:**

303 2nd Street

**Street2:**

**\* City:**

Marysville

**County/Parish:**

Yuba

**\* State:**

CA: California

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip/Postal Code:**

95901

**c. Web Address:**

http://

**\* d. Type of Applicant: Select Applicant Type Code(s):**

B: County Government

**Type of Applicant:**

**Type of Applicant:**

**\* Other (specify):**

**\* e. Employer/Taxpayer Identification Number (EIN/TIN):**

**\* f. Organizational DUNS:**

**\* g. Congressional District of Applicant:**

2

**6. PROJECT INFORMATION**

**\* a. Project Title:**

California Room Assessment Project

**\* b. Project Description:**

Yuba County Library is one of the oldest continuously operating free libraries west of the Mississippi River, opening in 1855. In 1906, the library Board formed an archival collection pertaining to local history, the 1849 gold rush, hydraulic mining, and the Donner party. This collection has been available to patrons ever since. Over the years, the collection has been heavily used. A complete assessment of the collection, pinpointing materials that need repair and others to be removed because of condition, is needed. We will use this assessment to weed the gold from the chaff. In addition, the Librarian in charge of the collection could benefit from some training in handling and maintaining the collection. Funds provided would be used for both parts of this project. Since both goals are in your list of approved projects, we feel our library and archive could benefit from one of the grants.

**c. Proposed Project:**

\* Start Date: 01/01/2012

\* End Date: 12/31/2012

**APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational****7. PROJECT DIRECTOR**

Prefix: Mrs.	* First Name: Regina	Middle Name: L.
* Last Name: Zurakowski		Suffix: 
* Title: Archives Librarian		* Email: gzurakowski@co.yuba.ca.us
* Telephone Number: 530-749-7386		Fax Number: 530-741-3098
* Street1: 303 2nd Street		Street2: 
* City: Marysville		County/Parish: Yuba
* State: CA: California		Province: 
* Country: USA: UNITED STATES		* Zip/Postal Code: 95901

**8. PRIMARY CONTACT/GRANTS ADMINISTRATOR**

<input checked="" type="checkbox"/> Same as Project Director (skip to item 9):		
Prefix: Mrs.	* First Name: Regina	Middle Name: L.
* Last Name: Zurakowski		Suffix: 
* Title: Archives Librarian		* Email: gzurakowski@co.yuba.ca.us
* Telephone Number: 530-749-7386		Fax Number: 530-741-3098
* Street1: 303 2nd Street		Street2: 
* City: Marysville		County/Parish: Yuba
* State: CA: California		Province: 
* Country: USA: UNITED STATES		* Zip/Postal Code: 95901

**APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational**

9. \* By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

\*\* I Agree ☒

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**AUTHORIZED REPRESENTATIVE**

Prefix: Mr.	* First Name: Roger	Middle Name: 
* Last Name: Abe	Suffix: 	
* Title: Yuba County Board of Supervisors - Chairman	* Email: gzurakowski@co.yuba.ca.us	
* Telephone Number: 530 749 7386	Fax Number: 530 741 3098	
* Signature of Authorized Representative: Completed by Grants.gov upon submission.	* Date Signed: Completed by Grants.gov upon submission.	

# Supplementary Cover Sheet for NEH Grant Programs

<b>1. Project Director</b>	* Major Field of Study <span style="border: 1px solid black; padding: 2px;">H3:Library Science</span>
<b>2. Institution Information</b>	* Type <span style="border: 1px solid black; padding: 2px;">1344: Public Library</span>

3. Project Funding	Challenge Grants Applicants Only (\$)																										
<p><i>Programs other than Challenge Grants (\$)</i></p> <table style="width: 100%;"> <tr> <td style="width: 70%;">Outright Funds</td> <td style="width: 30%; text-align: right; border: 1px solid black;">6,000.00</td> </tr> <tr> <td>Federal Match</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Total from NEH</td> <td style="text-align: right; border: 1px solid black;">6,000.00</td> </tr> <tr> <td>Cost Sharing</td> <td style="text-align: right; border: 1px solid black;">200.00</td> </tr> <tr> <td>Total Project Costs</td> <td style="text-align: right; border: 1px solid black;">6,200.00</td> </tr> </table>	Outright Funds	6,000.00	Federal Match		Total from NEH	6,000.00	Cost Sharing	200.00	Total Project Costs	6,200.00	<table style="width: 100%;"> <tr> <td style="width: 70%;">Fiscal Year #1</td> <td style="width: 30%; border: 1px solid black;"></td> </tr> <tr> <td>Fiscal Year #2</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Fiscal Year #3</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Fiscal Year #4</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Total from NEH</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Non-Federal Match</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Total</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td>Matching Ratio</td> <td style="border: 1px solid black;"></td> </tr> </table>	Fiscal Year #1		Fiscal Year #2		Fiscal Year #3		Fiscal Year #4		Total from NEH		Non-Federal Match		Total		Matching Ratio	
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Fiscal Year #3																											
Fiscal Year #4																											
Total from NEH																											
Non-Federal Match																											
Total																											
Matching Ratio																											

**4. Application Information**

\* Will this proposal be submitted to another NEH division, government agency, or private entity for funding?    ☐ Yes    ☒ No

If yes, please explain where and when:

\* Type of Application    ☒ New    ☐ Supplement    If supplement, list current grant number(s).

\* Project Field Code I1:Archival Management/Conservation

## NEH Institutional Profile

OMB Number: 3136-0134

Expiration Date: 6/30/2012

The National Endowment for the Humanities collects basic descriptive information about all applicants and their projects. The information below will help the agency comply with the Government Performance and Results Act (GPRA) and will be used to develop statistical profiles of the projects that it funds to report to Congress and the public.

The institutional profile you provide references the grant applicant. If you are a parent organization, your responses should relate to your organization, not the group on whose behalf you are applying. If you are part of a larger organization, provide information for your institutional unit.

**1. Operating Budget:** Indicate the size of the operating budget in the most recently completed fiscal year.

☐ below \$250,000    ☒ \$250,000 - \$749,999    ☐ \$750,000 - \$2,000,000    ☐ above \$2,000,000

**2. Full-Time Staff:** Indicate the number of full-time paid staff members.

☐ 2 or less    ☒ 3 - 10    ☐ 11 - 20    ☐ above 20

**3. Part-Time Staff:** Indicate the number of part-time paid staff members.

☐ 2 or less    ☒ 3 - 10    ☐ 11 - 20    ☐ above 20

**4. Volunteers:** Indicate the number of volunteers.

☐ 2 or less    ☐ 3 - 10    ☐ 11 - 20    ☒ above 20

**5. Days Open per Year**

☐ Less than 119    ☒ 120 or more

**6. Previous Applications:** Indicate whether you have applied for NEH grants in the past. (Check all that apply)

☐ This application is the first submitted by the organization to NEH.

☒ This application is the first submitted by the organization to this NEH program.

## ATTACHMENTS FORM

**Instructions:** On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

**Important:** Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	<input type="text" value="Project Narrative.pdf"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
2) Please attach Attachment 2	<input type="text" value="Budget.pdf"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
3) Please attach Attachment 3	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
4) Please attach Attachment 4	<input type="text" value="StaffResume.pdf"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
5) Please attach Attachment 5	<input type="text" value="Consultantresumes.pdf"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
6) Please attach Attachment 6	<input type="text" value="Consultantproposal.pdf"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
7) Please attach Attachment 7	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
8) Please attach Attachment 8	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
9) Please attach Attachment 9	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
10) Please attach Attachment 10	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
11) Please attach Attachment 11	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
12) Please attach Attachment 12	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
13) Please attach Attachment 13	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
14) Please attach Attachment 14	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
15) Please attach Attachment 15	<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>



## Project Narrative

### **What activity or activities would the grant support?**

We would be using the grant funds to hire a consultant to do a preservation evaluation and assessment of the California Room collection. Funds would also be used for the Librarian to attend specialized training in the care and handling of the materials making up the collection.

### **What are the content and size of the humanities collections that are the focus of the project?**

The California Room collection is made up of books relating to the history of Yuba County and Marysville, the history of the gold mining regions of Yuba County, the various court cases pertaining to the hydraulic mining controversy, and the history of the Donner Party expedition over the Sierra Nevada.

Marysville was named for one of the Donner Party survivors, Mary (Murphy) Covillaud. Most of the books were either privately printed, or were printed before 1930. Some newer items have been added, if their scope warrants it. In addition, the California Room serves as the archive for the local newspaper, the Appeal Democrat, with microfilm going back to the 1840's. A small collection of materials referred to as the "Ellis collection" traces the history of the Sacramento valley levee system, hydraulic mining lawsuits, and flooding in the Sacramento valley. Most of this material is in the form of letters and privately printed documents, and numbers about 2000 items. Another small collection is made up of photographs, mostly taken before 1949. The collection has been digitally scanned, and numbers about 2900. We also have individual record books for local businesses and agencies dating between 1846 and 1880. For example, the library holds a Sheriffs' Warrants Served book (1853 to 1854) as well as a ledger accounting of wills probated in the local court for 1850 to 1900. This accounting includes the basic information about the will, but also

includes amounts paid out to clear up the deceased's accounts, and amounts paid to various heirs.

Of special interest to genealogists across the United States is the Ramey Index. Volunteer Earl Ramey spent 30 years indexing the area newspapers by personal name, city, event, street, building, etc. These newspapers covered the daily operations of the various mines running during the gold rush. The Ramey Index covers 1846 to 1960, and a week doesn't go by without five or more requests to see if a specific person is included.

The California Room encompasses a total of 6500 books and 1500 rolls of microfilm.

#### **How are these humanities projects used?**

The California Room is primarily used by local researchers and historians. The Librarian also handles multiple requests for research each week, from patrons outside the immediate area. Tours of the collection are conducted on a regular basis. Some high school teachers have included use of the collection in their California history curriculum. Topics that have been researched include:

Mary (Murphy) Covillaud and the Donner party. Marysville was named for Mrs. Covillaud, and most of the Murphy family settled in the area after surviving the winter in the mountains. The California Room holds reprints of various diaries kept by the Murphys as well as several of their rescuers. Charles Covillaud, her husband, was one of the first landowners in the county, holding part of the original Spanish land grant deeded to John Sutter.

Location of various gold mines. Yuba County was the center for the 1849 gold rush. Marysville was the hub where the gold was assayed, and stored for shipment to San Francisco banks. Individual miners would come down out of the foothills mines once a week, bringing their sacks of gold. Marysville provided bathhouses, bunkhouses, brothels, and hot meals. The local assayers

would purchase the gold, in exchange for local script, and on a regular basis the boxes of gold would be shipped by steamship to San Francisco. One of Marysville's earliest Assay offices evolved into the "Bank of Italy" which was renamed "Bank of America" after several mergers with larger banks in San Francisco. Some of the gold mines are still viable, providing small amounts to the men who work them.

Information on the Chinese community in Marysville. Marysville's Chinatown was the second oldest community in California, after the San Francisco Chinatown. Marysville's Chinatown grew during the gold rush, when the Chinese were hired to work the mines. The community is still visible, and occupied. A yearly parade for Chinese new year will bring thousands of viewers, and hundreds of participants. In our photograph collection we have photos of local Chinese dating back to 1905. Marysville's Bok Kai temple is the oldest still active Chinese temple in the United States (San Francisco's first temple was older, but burned in the 1906 fire). The Bok Kai temple houses the oldest Chinese parade dragon in the United States, dating to 1846 (as verified by the Smithsonian Institution).

Information on Hydraulic mining lawsuits. Hydraulic mining is a method of mining where water is shot at the river bank at high pressure, washing the dirt (and gold) into dams where it could be panned easily. This method of mining unfortunately also caused river erosion which led to severe flooding in the region during the late 1880's to 1930's. One lawsuit, Edwards Woodruff v. North Bloomfield Mine, was taken to the U. S. Supreme Court eventually. We hold a complete original carbon copy of the lawsuit. This type of mining is still in limited use in the area, especially on the Yuba River.

Information about the construction and history of the area levee system, dams and reservoirs. Our levees were designed by William Turner Ellis, Jr. during the 1870's to 1890's. Marysville Levee was the first of its' design, and proved to be the model for some levees constructed elsewhere in the United States. Mr. Ellis

saved the vast majority of his work, including letters received and letters written. They cover 1890 to 1945.

Information on John Augustus Sutter. Mr. Sutter owned Sutter's Mill and Sutter's Fort. It was at Sutter's Mill that John Marshall found the gold that set off the 1849 gold rush to California. John Sutter's Rancho was on a land grant given by the Spanish governor, and entailed the area from Sacramento north though Marysville. The headquarters for the Rancho was across the river, in what later became Sutter county. At the time, Sutter county was part of Yuba County. Mr. Sutter was active in the Bear Flag rebellion, when the Americans in the territory rebelled against and overthrew the Spanish governor.

#### **What is the nature and mission of your institution?**

Yuba County Library is a public library, available to all residents of the area. Our mission statement reads:

"The purpose of the Library is to serve the needs of the community for educational, recreational and informational materials through the Marysville headquarters. The library provides research assistance on requested topics and obtains materials and information from libraries throughout the country through interlibrary loan".

Our operating budget for FY 2010-2011 was \$513,841.00. The library employs 5 full time staff members, 4 part time staff members, and averages around 40 volunteers. The library is open roughly 2,080 hours per year.

The California Room is also available to all patrons, but is a locked collection. Patrons sign in to have access to the Room. The California Room mission statement reads:

"The California Room strives to inspire Yuba County residents to make its' past a meaningful part of their lives. Independently and in partnership with others in the California historical community, the California Room collects, preserves,

documents and makes accessible to the public our state's continuing heritage, with emphasis on the rich history of Yuba county. The collection represents the social, political, economic, agricultural and cultural heritage of the area."

The California Room vision statement reads:

"We envision an ever increasing awareness of the rich history of Yuba County, and to endeavor to revitalize the study of local history within the local community. The California Room strives to be the recognized repository for written and audio materials dealing with the history of Yuba County".

**Has your institution ever had a preservation or conservation assessment or consultation?**

No.

**What is the importance of this project to the institution?**

The California Room is an important part of the Library's overall plan, since it houses the area's history. Genealogists spend large portions of time exploring its' treasures, as well as local historians, teachers and hopeful gold miners. The first goal of the project is to assess the condition of the collection. The assessment we hope to make would enable the Library Director to make informed decisions as to budgeting for repair and mending. She would also be able to make a more informed recommendation to the Board of Supervisors as to a new budget line for preservation.

The second objective is to obtain training for the Archives Librarian, to improve collection management. Everyday maintenance of the materials is important, but without proper training she is (at best) performing a "hit or miss" job. Grant funds are requested to attend the 2012 Western Archives Institute (information attachments included).

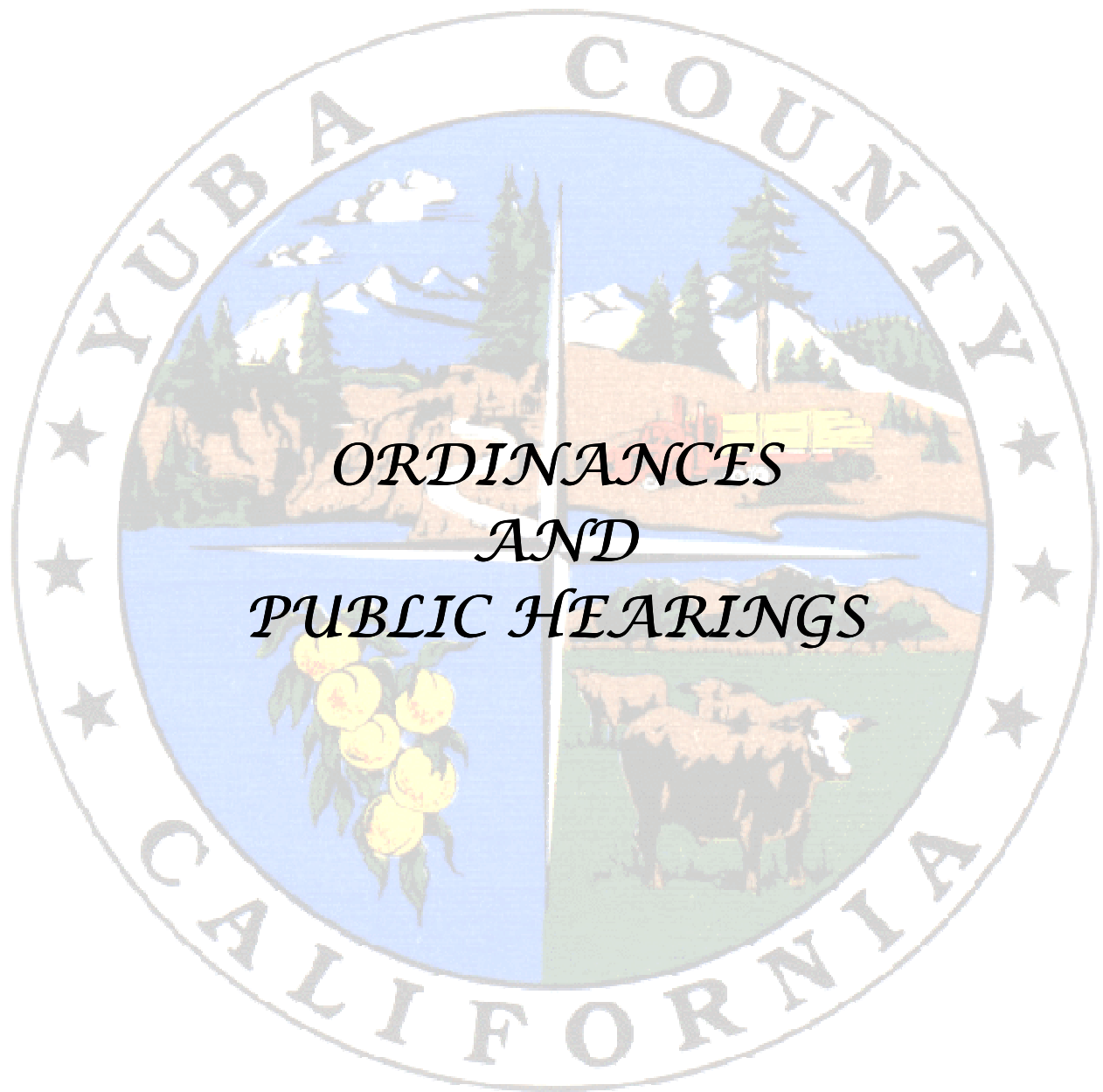
**What are the names and qualifications of the consultant/s and staff involved in the project?**

We have been working with the California Preservation Program, and through them, with Barclay Ogden, the Head of Preservation at the University of California at Berkeley Library. He has indicated an interest in serving as our consultant. His resume and budget are attached.

Regina Zurakowski, the Archives Librarian in charge of the California Room, is that staff member who will be attending the training through the Western Archives Institute. She is also the staff member who works daily with the materials in the California Room. Her resume is attached.

**What is the plan of work for the project?**

Once the grant has been approved, a formal arrangement will be set up with Mr. Ogden for his services to conduct a preservation assessment of the collection. Please see his attached letter for the plan of work and fees. The exact time frame for this evaluation will depend on his schedule, but should be accomplished by the end of 2012. Scheduling of the evaluation will be the responsibility of Mrs. Zurakowski, and the payment to Mr. Ogden will be the responsibility of the Library Director. Mrs. Zurakowski plans to attend the summer 2012 Archives training through the Western Archives Institute, which is a 14 day in-house training in Los Angeles.



*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

183-11



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## Office of the County Administrator

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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  
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**Date:** April 26, 2011  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB*  
**By:** Grace Mull, Management Analyst  
**Re:** FY 2011/2012 Consolidated Fee Ordinance

**Recommendation:** Consider revisions to the Consolidated Fee Ordinance for fiscal year 2011-12.

**Background:** Departments are tasked to review their fees annually to ensure that fees charged reflect true cost of services. The review process includes adding new fees, deleting obsolete fees, and revising fee titles to accurately describe the fee.

**Discussion:** The purpose of the Consolidated Fee Ordinance is to allow the public and those doing business with the County to easily access fees associated with various departmental services. The annual revision process provides the Board and the public an opportunity to review and comment on the County's fee structure.

The attached summary displays which fees are proposed to be changed, the amount requested under the new fee, and the reasons for changing the fees. Fee increases reflect the department's full amount of time and costs associated with providing these services, and are meant to be cost covering.

**Committee:** The Finance & Administration Committee reviewed this item on April 12, 2011 and recommended approval.

**Fiscal Impact:** The proposed revisions to the Consolidated Fee Ordinance and associated fee schedules represent each department's estimate of the cost to provide services, or are set by state law. Consequently, fee adjustments, either up or down, are meant to eliminate a subsidy or to ensure there is no revenue in excess of the cost of the services provided from the fees being charged to perform the services.

## Code Section &amp; Department

Department	Name of Fee	Old Fee	New Fee	Reason for Change
13.00.032 Ag Commissioner	Phyto Field Inspection (10 acre minimum charge)	\$7.50 acre/per walk	\$7.50 acre/per walk	Added "10 acre minimum" to better reflect actual cost of field inspections on fields smaller than 10 acres.
13.00.042 Clerk-Recorder	Credible Witness Affidavit (each) Passports - Clerk Fee - Fee Set by U.S. Dept. of State Labels Absentee Chase - Fax (Includes initial mailing on CD) Certified Copy of Birth Certificate/Certificate of No Record/Info. Copy of Birth = State Sets Fee Certified Copy of Birth Certificate - Public Agency Applicant - State Sets Fee Certified Copy of Certificate of Marriage/Certificate of No Record of Marriage - State Sets Fee Certified Copy of Certificate of Marriage - Public Agency Appl - State Sets Fee Certified Copy of Death Record/Certificate of No Record/Info. Copy of Death - State Sets Fee Administrative Filing Fee - Environmental - Fee Set by State Environmental Impact Report - Fee Set by State Negative Declaration - Fee Set by State Preparing copies of any record per page	\$25.00 .05+-\$5.00 setup \$150.00 \$14.00 \$10.00 \$14.00 \$8.00 \$12.00 \$50.00 \$2,792.25 \$2,010.25 \$0.50	\$5.00 Delete .05 ea+-\$5.00 setup \$150.00 Fee Set by State Fee Set by State Fee Set by State Fee Set by State Fee Set by State Fee Set by State Fee Set by State Fee Set by State Fee Set by State Fee Set by State \$0.25	New fee to provide credible witness for marriage license. Service is no longer provided due to new federal restrictions. Added "each (ea) after .05". Added "Includes initial mailing on CD". Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Will refer to current state fee schedule when fee charged. Fee correction. Fee currently charged is \$0.25 cents per copy.
13.00.044 District Attorney	Bad Check Collection - Program Fee Bad Check Collection - Processing Fee (Per Check) Misdemeanor Diversion Program (Admin Fee per case)	30% Diversion Fees Collected	\$15.00 \$17.50 \$40.00	Correction to fee. Fees are set by contract with program vendor. Correction to fee. Fees are set by contract with program vendor. To cover admin costs associated with Misdemeanor Diversion Program.
13.00.052 Health	Immigration Medical Exam (includes Tuberculosis skin test) Tetanus-Diphtheria Immunization (Adult) Tdap  Yellow Fever Vaccine Hepatitis A Immunization (Each Visit - Adult) Hepatitis B Immunization (Each Visit - Adult) MMR Immunization (Each Visit - Adult)  Typhoid Pneumococcal Varicella (Adult) Human Papilloma Virus Series (Adult) Influenza (Adult) Certified Copy of Birth Certificate (State Set Fee)	\$25.00  \$125.00 \$63.00 \$53.00 \$48.00  \$68.00 \$37.00 \$80.00 \$130.00 \$5.00 \$14.00	\$175.00 \$40.00 \$20 plus actual cost of vaccine \$65.00 \$55.00 \$55.00 \$20 plus actual cost of vaccine \$50.00 \$90.00 \$135.00 \$10.00 \$16.00	New service provided by Health Department. Fee increase due to increase in vaccine costs. Vaccines are ordered when requested. Charge reflects actual cost of vaccine plus inoculation charge at time of request. Fee increase due to increase in vaccine costs. Fee increase due to increase in vaccine costs. Fee increase due to increase in vaccine costs. Vaccines are ordered when requested. Charge reflects actual cost of vaccine plus inoculation charge at time of request. Fee increase due to increase in vaccine costs. Fee increase due to increase in vaccine costs. Fee increase due to increase in vaccine costs. Fee increase due to increase in vaccine costs. Fee increase due to increase in vaccine costs.
13.00.056 Probation	Juvenile Hall Fee	\$10.76/day	\$15.00/Day	Fee increase due to analysis of juvenile detention actual costs and associated allowable reimbursement rate. Sutter County has already increased reimbursement rate based on this analysis.
13.00.060 Treasurer	All Fees  Unsecured Reminder Notice (Per Assessment)	All Fees	All Fees  \$1.50	Separated fees in two groups Business Licenses and Miscellaneous. Also, many fee titles in the Miscellaneous group had clerical changes to better describe the intended fee. To cover the costs associated with processing Unsecured Reminder Notices.

Code Section & Department	Name of Fee	Old Fee	New Fee	Reason for Change
13.20.100 CDSA General	<p>Refund of permit fee shall be allowed if requested within a 12 month period of issuance except fees in Building Code Fee Section 13.20.200 or Planning entitlement once a hearing has been scheduled less any staff time spent at the hourly rate, actual costs for materials and outside services and 3% processing fee.</p> <p><b>Concurrent Processing of Planning Applications:</b> Applications for two or more planning entitlements (for example: Tentative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding Design Review Permits, Lot Line Adjustments, Certificates of Compliance and recording fees). Where a permit with a set fee amount is combined with one requiring a deposit (for example Rezone &amp; Parcel Map), the total combined fees are collected and are considered a deposit. <b>This is a pilot program and will be evaluated annually.</b></p>	N/A	N/A	Clerical changes to add "Planning entitlement" to description.
13.20.300 Planning	<p><b>Environmental Review</b> General Plan Amendment/Change of Zone + hrly over 24 hrs</p> <p><b>Fire Safe Planning Fees</b> Tentative Parcel Map Revise Approved TPM Tentative Subdivision Tract 20 Lots or Less Tentative Subdivision Tract 21 to 100 Lots Tentative Subdivision Tract 101 to 500 Lots Tentative Subdivision Tract Over 500 Lots Revised Approved TSTM Parcel Map Subdivision Tract Map General Plan Amendment/Change of Zone/Plan Amendment Specific Plan/Area Plan/Community Plan/Master Plan Planned Unit Development: Minor Conditional Use Permit: Minor - If Structure Involved Conditional Use Permit: Major - If Structure Involved Variance: Minor - If Structure Involved Variance: Major - If Structure Involved</p>	<p>N/A \$2,503.00</p> <p>N/A \$210.00 \$210.00 \$210.00 \$315.00 \$525.00 \$735.00 \$210.00 \$105.00 Deposit \$210.00 Deposit \$210.00 \$210.00 \$210.00 \$315.00 \$210.00 \$315.00 \$105.00 \$210.00</p>	<p>N/A Delete</p> <p>N/A \$105.00 \$105.00 \$105.00 \$160.00 \$260.00 \$370.00 \$105.00 \$52.00 \$105.00 \$105.00 \$105.00 \$160.00 \$105.00 \$160.00 \$52.00 \$105.00</p>	<p>Clerical change to add Environmental Review heading. Fee covered under General Plan Amendment/Change of Zone/Plan Amendment fee.</p> <p>Clerical change to clarify title Department audited the fees noted and determined that due to streamlined processes, fees can be reduced to reflect efficiencies and to work towards maintaining a flat fee structure.</p> <p>" " " " " " " " " " " " " " " "</p>
13.20.400 Environmental Health	<p><b>Solid Waste</b> Notification Tier #1 Notification Tier #2 <b>Wells &amp; Soils Boring</b> Soil Boring or Excavation (Additional @ \$47 each) Soil Boring or Excavation &lt;4" diam or &lt;50" depth (each additional \$59.50 each) &gt;4" diam or 50' to 75' depth (each additional \$59.50 each) &gt;4" diam or &gt;75' depth (each additional \$119 each)</p>	<p>\$119.00 \$596.00 \$150.00</p>	<p>\$238.00 \$952.00 Delete \$150.00 \$357.00 \$357.00</p>	<p>Previous fee did not cover full cost of required inspections and reports. Previous fee did not cover full cost of required inspections and reports.</p> <p>Fee deleted and reformatted by depth range.</p> <p>Soil boring or excavation fees reformatted by depth range in an effort to reduce additional billing at the end of the project. "</p>

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE REPEALING AND RE-ENACTING CHAPTERS 13.00.032,  
13.00.042, 13.00.044, 13.00.052, 13.00.056, 13.00.060, 13.20.100, 13.20.300, 13.20.400 OF  
THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE CODE**

The following ordinances consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Roger Abe, Chairman of the Board of  
Supervisors of the County of Yuba, State  
of California

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM:

By:   
Angil P. Morris-Jones, County Counsel

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect Sixty (60) days after its passage, and before the expiration of Thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Sections 13.00.032, 13.00.042, 13.00.044, 13.00.052, 13.00.056, 13.00.060, 13.20.100, 13.20.300, 13.20.400 of the Yuba County Consolidated Fee Ordinance Code are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is incorporated herein as though set forth in full.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

**Agricultural Commissioner - Code Section 13.00.032**

NAME OF FEE			FEE FY 11/12
<b>Licensed Staff Fee</b>			\$65.00/hour
<b>Information Search of Files &amp; Records</b>			
Files & Records			Direct Cost
Computer Time (1/2 hr minimum)			\$100/hour
<b>Agriculture</b>			
Apiary Registration			\$10.00/State Set Fee
Farm Labor Contractors Registration			\$25.00/State Set Fee
Farmers Market Registration			\$50.00/State Set Fee
PCO Registration			\$25.00/State Set Fee
PCA Registration-Primary			\$10.00/State Set Fee
PCA Registration-Secondary			\$5.00/State Set Fee
Pilot Registration-Primary			\$10.00/State Set Fee
Pilot Registration-Secondary			\$5.00/State Set Fee
Structural Pest Control Registration-Branch 1			\$25.00/State Set Fee
Structural Pest Control Registration-Branch 2 & 3			\$10.00/State Set Fee
Apiary Certification/Inspection/Abatement			\$65.00/hour
Certified Producer Certificate			\$25.00/per cert
Fruit-Nut & Veg. Certification			\$65.00/hour
Phyto Insp. & Certification			\$40 per cert/\$65/hour
Phyto Field Inspection (10 acre minimum charge)			\$7.50 acre/per walk
Quarantine Compliance			\$15.00/per cert
Ag Plan Check/Review			\$65.00/hour
	<b>Table A</b>		
<b>Weights &amp; Measures</b>			
Business Location Fee (other than co-located business)			\$100.00 per location
Device Fee			See Table B
	<b>Table B</b>		
CNG Meters			\$20.00
Fabric/Wire/Cord Meters			\$20.00
Grease/Lube Meters			\$20.00
Liquified Petroleum Gas Meters			\$175.00
Retail Motor Fuel Meters			\$20.00
Retail Meters			\$20.00
Retail Water Meters			\$20.00
Tanks (liquid test)			\$20.00
Taximeters			\$20.00
Vehicle Meters			\$25.00
Wholesale Meter (Mobile)			\$25.00
Wholesale Meter (Stationary)			\$25.00
Misc. Measuring Devices			\$20.00
Computing Scales			\$20.00
Counter Scales			\$20.00
Crane Scales (≥2,000 lbs. and <10,000 lbs.)			\$150.00
Dormant/Portable Platform (≥2,000 lbs.)			\$20.00
Dormant/Portable Platform (≥2,000 lbs. and <10,000 lbs.)			\$150.00
Dormant/Portable Platform (≥10,000 lbs.)			\$250.00
Hopper/Tank Scales (≥2,000 lbs. and <10,000 lbs.)			\$150.00

**Agricultural Commissioner - Code Section 13.00.032**

NAME OF FEE			FEE FY 11/12
Hopper/Tank Scales (≥10,000 lbs.)			\$250.00
Hanging Scales (≥2,000 lbs.)			\$20.00
Hanging Scales (≥2,000 lbs. and <10,000 lbs.)			\$150.00
Animal Scales (≥2,000 lbs. and <10,000 lbs.)			\$150.00
Livestock Scales (≥10,000 lbs.)			\$150.00
Monorail/Meatbeam Scales (≥2,000 lbs. and <10,000 lbs.)			\$150.00
Prescription/Jewelers Scales			\$20.00
Railway Scales (≥10,000 lbs.)			\$250.00
Vehicle Scales (≥10,000 lbs.)			\$250.00
Misc/Forklift Scales (≥2,000 lbs. and <10,000 lbs.)			\$150.00
Misc/Forklift Scales (≥10,000 lbs.)			\$250.00
Misc. Scales (conveyor belt scales) (≥10,000 lbs.)			\$250.00
Submeters: Utility meters owned by marinas, mobile home parks, recreational vehicle parks & apt. complexes			\$2.00 per device, space, or apt.
Non-Commercial Device Inspection			\$65.00/hour
Heavy Capacity Scale Truck-Non-Commercial/Re-Test		2 Hour minimum	\$50/hour and \$2 mile

1. For Certified Growers Market and other devices at a non-fixed location, the fee shall be only the annual registration fee, if the device is brought into the office of the Sealer of Weights and Measures for testing, \$20.00 per device.
2. Payment of annual device registration fee shall be due upon receipt of the billing. Payments delinquent sixty (60) days or more incur a penalty charge of fifty (50%) of the fee due plus collection fees, if any.

**Clerk-Recorder - Code Section 13.00.042**

NAME OF FEE		FEE FY 11/12
<b>Recording Fees</b>		
Recording Fee 1st page - 8.5 x11		\$14.00
Each additional page - 8.5 x 11		\$3.00
Combined documents - each title		\$14.00
Recording Penalty - Any page not 8.5 x 11 all pages of document additional		\$3.00
Print Size Penalty		\$1.00
Additional indexing - each additional reference		\$1.00
Additional indexing - more than ten names		\$1.00
Release of lien recorded in error by Gov't Agency (except Federal Gov't)		No Fee
Involuntary Lien Notice (in addition to standard recording fee) - each debtor at different address		\$7.00
Recording full releases of Gov't Agency Liens (State, County & City except Federal Gov't)		\$12.00
Military Discharge		No Fee
Recording Financing Statements (1-2 pgs) - State Sets Fee		\$10.00
Recording Financing Statements (3 or more pgs) - State Sets Fee		\$20.00
Filing & Indexing paper not required by law to be recorded		\$6.00
Survey Monument Fund Fee		\$10.00
Documentary Transfer Tax		.55/per \$500.00
Preliminary 20 Day Notice		\$35.00
Preliminary 20 Day Notice each additional parcel or address		\$20.00
Preliminary Change of Ownership Report not filed at time of recording		\$20.00
Annual Internet Access Fee - Public Records		\$6,000.00
<b>Vital Records Fees</b>		
Certified Copy of Birth Certificate/Certificate of No Record/Info. Copy of Birth = State Sets Fee		Fee Set by State
Certified Copy of Birth Certificate - Public Agency Applicant - State Sets Fee		Fee Set by State
Certified Copy of Certificate of Marriage/Certificate of No Record of Marriage - State Sets Fee		Fee Set by State
Certified Copy of Certificate of Marriage - Pub Agency Appl - State Sets Fee		Fee Set by State
Certified Copy of Death Record/Certificate of No Record/Info. Copy of Death - State Sets Fee		Fee Set by State
<b>Map Fees</b>		
Recording Map Fee - 1st page		\$9.00
Recording Map Fee each additional page		\$2.00
<b>Marriage Fees</b>		
Issuance of Public Marriage License		\$60.00
Issuance of Confidential Marriage License		\$65.00
Issuance of Duplicate Marriage License		\$20.00
Amendment of Confidential Marriage Record after 1 year		\$20.00
Issuance of Declaration of Marriage		\$60.00
Civil Marriage by Commissioner		\$40.00
Credible Witness Affidavit (each)		\$5.00
Office Witness Fee for Marriage Ceremony		\$20.00
After Hours Marriage License (Request for license after 4:45 p.m.)		\$25.00
<b>Fictitious Business Name Filing Fees</b>		
Fictitious Business Name Statement - 1 Business Name/Registrant		\$30.00
Each additional Fictitious Business at same location		\$5.00
Each additional Registrant operating under same name		\$5.00
Abandonment Statement		\$30.00
Withdrawal from Partnership Statement		\$30.00
Copy of Fictitious Business filings per month		\$10.00
Certified Copy of any statement on file re: fictitious business		\$3.00



**Clerk-Recorder - Code Section 13.00.042**

NAME OF FEE		FEE FY 11/12
<b>Copy &amp; Certification Fees</b>		
Photographic Copy of public record		\$2.00
Each additional page		\$0.50
Photographic map copy - 1st page - 11x17 inches		\$2.50
Each additional map page - 11x17		\$1.00
Photographic map copy - 1st page - 18x26 inches		\$3.00
Each additional map page - 18x26		\$2.00
Certificate under Seal		\$2.50
Certified Copy of Service Discharge		No Fee
Conformed Copy - each (Limit 2)		\$1.00
Map CD		.50 per image/\$15.00 min
CD Recorded Images per month		\$400.00
Federal Lien Search Certificate - 1968 forward		\$10.00
Fax Charge Per Page		\$1.00
<b>Miscellaneous Filing Fees</b>		
Bond Filing (doesn't include recording fee)		\$13.00
Process Server Registration (Includes Bond Filing)		\$117.00
Professional Photocopier Registration (Includes Bond Filing)		\$182.00
Professional Photocopier Registration - If also Registered Process Server (Includes Bond Filing)		\$107.00
Unlawful Detainer Assistant & Legal Document Assistant Registration (Includes Bond Filing)		\$182.00
Additional Process Server ID Card		\$10.00
Certification of Notary Signature		\$10.00
Certification of Official Capacity or Signature Authorization		\$10.00
Administrative Filing Fee - Environmental - Fee Set by State		Fee Set by State
Environmental Impact Report - Fee Set by State		Fee Set by State
Negative Declaration - Fee Set by State		Fee Set by State
<b>Election Fees</b>		
Registration of Voter		No Fee
Certified Copy of Voter Registration		\$3.00
Copy of Voter Index, per thousand names		\$2.00+\$5.00setup
Copy of Reports or Stmts, Political Reform Act per page		\$0.10
Preparing copies of any record per page		\$0.25
Certifying Fee		\$2.50
Searching record or files, per year (Clerk Research)		\$20 hr-1/2 hr min
Copy of voter index on disc/tape		\$100.00
Additional Reports added to Voter Index CD		\$5.00 each
Labels		.05 ea+\$5.00 setup
Absentee Chase - Fax (Includes initial mailing on CD)		\$150.00
Absentee Chase - CD		\$50.00 per CD
Surety Power of Attorney Filings - 1st name		\$12.00
Surety Power of Attorney Filings - each additional name		\$6.00
Humane Officer Filing		\$5.00
Initiative - Notice of Intent to Circulate Petition - Filing Fee (EC 9103)		\$200.00
Candidate Statement		Actual Cost

**District Attorney - Code Section 13.00.044**

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**Health - Code Section 13.00.052**

NAME OF FEE		FEE FY 11/12
<b>Miscellaneous</b>		
Copies of Medical Records (First four pages, no charge)		.25 per page
Kids in Safety Seats Program		\$0.00
Medical Marijuana ID Card		\$126.00*
* Fee Reduced by Half if Medi-Cal Beneficiary		
Aids Court Mandated Class - Non-County Resident Fee		\$70.00
<b>Public Health - Clinic Services</b>		
Immune Serum Globulin Shot		\$10.00 to \$25.00**
Tuberculosis Skin Test		\$10.00 to \$25.00**
STD Office Visit		\$15.00 to \$65.00**
Immunizations (Children)		\$10.00 to \$25.00**
** Indicates a Sliding Fee Schedule		
Miscellaneous Clinic Services Fee		\$20.00
Pregnancy Counseling		\$25.00
Women, Infants and Children (WIC) check		\$15.00
Head Lice Detection and Treatment		\$15.00
Drug Testing - Urine (12 Panel)		\$15.00
Alcohol - Saliva (Single)		\$15.00
Buprenorphine - Urine (Single)		\$15.00
Immigration Medical Exam (includes Tuberculosis skin test)		\$175.00
<b>Public Health - Adult/Travel Immunizations</b>		
Tetanus (Adult)		\$25.00
Tetanus-Diphtheria Immunization (Adult) Tdap		\$40.00
Yellow Fever Vaccine		\$20 plus actual cost of vaccine
Hepatitis A Immunization (Each Visit - Adult)		\$65.00
Hepatitis B Immunization (Each Visit - Adult)		\$55.00
Twinrix (Hep A + Hep B) (Adult)		\$90.00
MMR Immunization (Each Visit - Adult)		\$55.00
Typhoid		\$20 plus actual cost of vaccine
Pneumococcal		\$50.00
Varicella (Adult)		\$90.00
Human Papilloma Virus Series (Adult)		\$135.00
Influenza (Adult)		\$10.00
Meningococcal (Adult)		\$111.00
<b>Public Health - F.O.R. Families</b>		
Intake - Individual		\$70.00 Flat Chg
Assessment - Individual		\$70.00 Flat Chg

**Health - Code Section 13.00.052**

NAME OF FEE		FEE FY 11/12
<b>Public Health - F.O.R. Families (cont'd)</b>		
Discharge - Individual		\$70.00 Flat Chg
Individual Counseling		\$70.00 Flat Chg
Group Session		\$50.00 Flat Chg
Non-County Resident DEOJ Fee		\$200.00
<b>Public Health - Vital Records</b>		
After Hours Burial Permit (State Set Fee)		\$13.00
Burial Permit (State Set Fee)		\$11.00
Certified Copy of Birth Certificate (State Set Fee)		\$16.00
Certified Copy of Birth Government Agency (State Set Fee)		\$10.00
Certified Copy of Burial Permit (State Set Fee)		\$1.00
Certified Copy of Death Certificate (State Set Fee)		\$12.00
Certified Copy of Fetal Death Certificate (State Set Fee)		\$9.00
Certified Copy of Out of Country Letter (State Set Fee)		\$10.00
Crossfile Received (State Set Fee)		\$3.00
Crossfile Sent Out (State Set Fee)		\$11.00
<b>Public Health - California Childrens Services</b>		
Annual Assessment Fee		\$20.00
Annual Enrollment Fee		\$60.00-\$1200.00**
* Fee Reduced by Half is Medi-Cal Beneficiary		
** Indicates a Sliding Fee Schedule		

***Probation - Code Section 13.00.056***

[illegible]

**Treasurer - Code Section 13.00.060**

NAME OF FEE		FEE FY 11/12
<b>Business Licenses</b>		
Amusement Business (Initial Filing Fee Non-Refundable)		\$300.00
Amusement Business (License Fee - Per Day)		\$200.00
Bingo (Annual Fee)		\$50.00
Cardroom (Initial Filing Fee Non-Refundable)		\$300.00
Cardroom (Annual Fee)		\$200.00
Cardroom Table		\$180.00
Dance (Initial Filing Fee Non-Refundable)		\$300.00
Dance (Annual Fee)		\$200.00
Firearms (Process Fee)		\$25.00
Junk Dealer and/or Scrap Metal (Initial Filing Fee Non-Refundable)		\$300.00
Junk Dealer and/or Scrap Metal (Annual Filing Fee)		\$200.00
Massage Establishment Change of Location Fee		Per Resolution
Peddler/Itinerant Merchant Business License (Initial Filing Fee Non-Refundable)		\$300.00
Peddler/Itinerant Merchant Business License (Annual Fee)		\$200.00
Picture Arcade		Per Resolution
Picture Arcade Employee License		Per Resolution
Second Hand Dealer and/or Pawn Broker (Initial Filing Fee Non-Refundable)		\$300.00
Second Hand Dealer and/or Pawn Broker (Annual Fee)		\$200.00
Second Hand Dealer and/or Pawn Broker(Charitable Purpose/ Non-Profit/Fixed Location)		\$1.00
<b>Miscellaneous</b>		
Administrative Fee		\$16.00
CD of Current Tax Roll		\$25.00
CD of Prior Tax Roll (Delinquent)		\$25.00
Duplicate Mobile Home Tax Clearance Certificate		\$30.00
Duplicate Release of Lien		\$20.00
Duplicate Tax Bill		\$1.50
Lot Line/Tenative Parcel Map (Per Parcel)		\$25.00
Microfiche (Copy Per Parcel)		\$1.50
Power to Sell Fee (Secured Prior Year Roll)		\$35.00
Prior Year Payment Plan Fee (Secured & Unsecured)		\$50.00
Research Fee (Per Hour-Increments of 15 Minutes)		\$30.00
Returned Check Fee		\$35.00
Secured Delinquent Cost (2nd Installment Only)		\$20.00
Segregation of Tax Bill (Split into 2 Bills)		\$50.00
Segregation of Tax Bill (Each Additional Bill up to 4 Max)		\$50.00
TSTM/Tract Map (Per Hour - Up to a Maximum of \$100.00 Per Parcel)		Time & Materials
Unsecured Collections Rate (Per Hour - Increments of 15 minutes)		\$30.00
Unsecured Reminder Notice (Per Assessment)		\$1.50

**Community Development & Services Agency General Fees - Code Section 13.20.100**

NAME OF FEE		FEE FY 11/12
Returned Check Fee		\$35.00
Document Recording Fee (CDSA Charge Only)		\$50.00
<b>Reproduction Fees:</b>		
Standard Page Sizes (8-1/2"x11" - 14") B&W		\$0.25/per sheet
Standard Page Sizes (8-1/2"x11" - 14") Color		\$1.00/per sheet
Page Sizes (11"x17") B&W		\$0.50/per sheet
Page Sizes (11"x17") Color		\$2.00/per sheet
Page Sizes (18"x24")		\$5.00/sheet
Page Sizes (24"x36") and larger		\$10.00/sheet
Reproduction Not Done in Office		Actual Cost
Data Provided on CD		\$10.00
GIS/GPU/Zonine Update Fee - Per Land Use Application		\$120.00
		\$26/Unit GIS Only
Records Search		Hourly Rate/By Division
Document Handling Fee		Hourly Rate/By Division
Release of Recorded Document		Hourly Rate/By Division
Project Advertising Fees		Actual Cost
County Counsel or Special Counsel Fees		Actual Cost
Refund of permit fee shall be allowed if requested within a 12 month period of issuance except fees in Building Code Fee Section 13.20.200 or Planning entitlement once a hearing has been scheduled less any staff time spent at the hourly rate, actual costs for materials and outside services and 3% processing fee.		
<b>Penalties for Late Payment:</b>		
25% if paid 1-30 days past due		
50% if paid 31-60 days past due		
Beyond 60 days, 100% plus enforcement costs.		
For returned checks, due date is date of original payment.		
<b>All fees are doubled for work performed or operating without a permit.</b>		
<b>All work on a project will stop when fees are 31 days past due.</b>		
<b>Concurrent Processing of Planning Applications:</b>		
Applications for two or more planning entitlements (for example: Tentative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding Design Review Permits, Lot Line Adjustments, Certificates of Compliance and recording fees).		
Where a permit with a set fee amount is combined with one requiring a deposit (for example Rezone & Parcel Map), the total combined fees are collected and are considered a deposit.		
<b>This is a pilot program and will be evaluated annually.</b>		

**Community Development & Services Agency General Fees - Code Section 13.20.100**

NAME OF FEE		FEE FY 11/12
<b>Administration Fee:</b>		
Refund of Deposit/Bond		3% of Deposit
Request for Waiver of Penalties with explanation for request		
must be presented to the CDSA Director for consideration		
within 30 days fo penalty being assessed. Consideration		
will be given to amount of penalty and option to allow a		
structured repayment plan with interest on past due amount		
assessed at rate of 1.5% per month.		
All other service requests not specifically indentified in the		
fee schedule shall be charged at the applicable Division's		
hourly rate.		
Enforcement actions resulting in collection/storage of		Actual Cost
materials or equipment.		



**Planning - Code Section 13.20.300**

NAME OF FEE		FEE FY 11/12
<b>Planning Division: General Fees</b>		<b>Flat Fee Unless Noted</b>
Division Hourly Rate		\$105.00/Hr.
Record Search		\$105.00/Hr.
Hearing Publication/Preparation for Hearing		\$250.00
Filing Fee		\$50.00
<i>Once a project requires a 3rd submittal to address application completeness items or other modifications for projects seeking Design Review Committee, Staff Development Committee, Planning Commission, or Board of Supervisors approval shall be charged one-third of the application fee.</i>		33.3% of appl. fee
Appeal		\$522.00
Appeal of Planning Director's Determination		\$160.00
GIS/GPU/Zoning Update Fee - Per Land Use Application		\$120.00
Tentative Parcel Map		\$3,320.00
TPM Extension		\$180.00
Revise Approved TPM		\$1,240.00
Tentative Subdivision Tract 20 lots or less		\$5,000.00
Tentative Subdivision Tract 21 to 100 lots		\$7,000.00
Tentative Subdivision Tract 101 to 500 lots		\$9,000.00
Tentative Subdivision Tract over 500 lots (full cost)		\$10,000.00 deposit
TSTM Extension		\$180.00
Revised Approved TSTM		\$2,580.00
Final Map & Improvement Plan Review - Parcel Map		\$630.00
Final Map & Improvement Plan Review - Subdivision Tract Map		\$1,150.00
Lot Line Adjustment		\$210.00
Reversion to Acreage		\$750.00
Certificate of Compliance		\$210.00
Pre-Application Meeting (Planning Department)		\$105.00/Meeting
Pre-Application Meeting (CDSA)		\$420.00/Meeting

**Planning - Code Section 13.20.300**

NAME OF FEE		FEE FY 11/12
<b>Environmental Review</b>		<b>Flat Fee Unless Noted</b>
Notice of Exemption		\$150.00
Environmental Review: Initial Study + Exemption		\$260.00
Environmental Review: Initial Study/Negative Declaration		\$1,095.00
Environmental Review: Initial Study/Mitigated Negative Declaration		\$2,625.00
Environmental Review: EIR or EIS (Full Cost)		Deposit Based on Contract
E.I.R. Mgmt Fee (10% Deposit of EIR Cost)		10% Deposit
E.I.R. Mgmt Fee - Staff		\$105.00/Hr
Mitigation Monitoring Plans: Mgmt (+ hourly over 3 hrs)		\$315.00 + Hourly
<i>For concurrent applications, a single environmental review fee for the project shall be collected</i>		
<b>General Plan Amendment/Change of Zone/Plan Amendment</b>		
Fewer than 100 Residential Units		\$5,000.00
Less than 10 Acres Non-Residential or Mixed Use		\$5,000.00
Over 100 Residential Units		\$6,000.00 Deposit
Over 10 Acres Non-Residential or Mixed Use		\$6,000.00 Deposit
Specific Plan/Area Plan/Community Plan/Master Plan		\$10,000.00 Deposit
Development Agreement		\$3,000.00 Deposit
Development Agreement Annual Review		\$840.00
<b>Planned Unit Development</b>		
Fewer than 100 Residential Units		\$3,150.00
Less than 10 Acres Non-Residential or Mixed Use		\$3,150.00
Over 100 Residential Units		\$4,000.00 Deposit
Over 10 Acres Non-Residential or Mixed Use		\$4,000.00 Deposit
Conditional Use Permit: Major		\$4,850.00
Conditional Use Permit: Minor Use Permit		\$2,660.00
Conditional Use Permit: Mining Project		\$7,000.00 Deposit
Conditional Use Permit: Amendment		\$2,165.00
Conditional Use Permit: Extension		\$105.00
Large Family Day Care CUP		\$200.00
Large Family Day Care CUP Appeal to Planning Commission		\$105.00
Excavation & Surface Mining Permits		\$7,000.00 Deposit
Reclamation Plan		\$3,000.00 Deposit
Temporary Use Permit		\$525.00
Temporary Use Permit Extension		\$52.00

**Planning - Code Section 13.20.300**

NAME OF FEE		FEE FY 11/12
		Flat Fee Unless Noted
Variance: Minor		\$2,880.00
Variance: Parking		\$2,880.00
Variance: Major		\$3,400.00
Sign Permit Review		\$52.00
Variance to Sign Ordinance		\$2,880.00
Planned Sign Permit Program		\$2,880.00
Design Review Fees		\$1,350.00
Master Design Review (Shopping Centers & Complexes)		\$2,500.00
Land Use Confirmation/Zoning Clearance/ABC		\$52.00
ABC Review Fee when Hearing is Required		\$470.00
Noise Permit		\$105.00
Second Dwelling Unit Clearance Form		\$105.00
<b>Building Permit Review Fees</b>		
Single Family Residence		\$158.00
Single Family Residence (Accessory)		\$52.00 - 1/2 Hr
Multi-Family Residential (includes 1 inspection)		\$472.00
Agricultural		\$105.00 Hr Deposit
Commercial (includes 1 inspection)		\$525.00
Industrial (includes 1 inspection)		\$525.00
Commercial/Industrial: Minor (Less than \$5,000 Imprv Value)		Delete
+ Hourly Over 3 Hours		
Occupancy Permit Review		\$210.00
Occupancy Permit Review(Change of Ownership)		\$52.00
Business License Review		\$105.00
Business License Review (Renewal)		\$52.00
Site Review (Per Inspection)		\$105.00/Hr
Approved Site/Plot Plan Changes		\$52.00 - 1/2 Hr Deposit

**Planning - Code Section 13.20.300**

NAME OF FEE		FEE FY 11/12
		Flat Fee Unless Noted
<b>Fire Safe Planning Fees</b>		
Tenative Parcel Map		\$105.00
Revise Approved TPM		\$105.00
Tenative Subdivision Tract 20 Lots or Less		\$105.00
Tenative Subdivision Tract 21 to 100 Lots		\$160.00
Tenative Subdivision Tract 101 to 500 Lots		\$260.00
Tenative Subdivision Tract Over 500 Lots		\$370.00
Revised Approved TSTM		\$105.00
Final Map & Improvement Plan Review		
Parcel Map		\$52.00
Subdivision Tract Map		\$105.00
Subdivision Vesting Tenative Map		TSTM Fee By Lot Count
General Plan Amendment/Change of Zone/Plan Amendment		\$105.00
Specific Plan/Area Plan/Community Plan/Master Plan		\$105.00
Planned Unit Development: Minor		\$105.00
Planned Unit Development: Major		\$160.00
Conditional Use Permit: Minor - If Structure Involved		\$105.00
Conditional Use Permit: Major - If Structure Involved		\$160.00
Variance: Minor - If Structure Involved		\$52.00
Variance: Major - If Structure Involved		\$105.00

**Environmental Health - Code Section 13.20.400**

NAME OF FEE		FEE FY 11/12
<b>Food Program</b>		
Restaurants - Bar Only (no food prep)		\$238.00
Restaurants - 1-49 seats		\$357.00
Restaurants - 50-149 seats		\$476.00
Restaurants - 150 or more		\$714.00
Added to restaurant base - With Bar or Market		\$119.00
Added to restaurant base - With Bar and Market		\$168.00
Added to restaurant base - With Catering Services		\$119.00
Added to restaurant base - With Satellite Facility		\$119.00
Caterer		\$392.00
Retail Markets - No food preps, only prepackaged goods		\$238.00
Retail Markets - Less than 2000 square feet		\$357.00
Retail Markets - 2000-5999 square feet		\$476.00
Retail Markets - 6000 or more square feet		\$595.00
Add each unit to retail market-butcher shop, deli, bakery, etc.		\$119/per unit
Bakery		\$392.00
Commissary Facility		\$392.00
Commissary - Verification per vehicle		\$34.00
Vehicles - Vending Vehicle (no prep)		\$238.00
Vehicles - Mobile Food Prep Unit		\$357.00
Vehicles - Produce Truck (no prep)		\$119.00
Vending Machines - Company		\$238.00
Vending Machines - Per Food Dispenser		\$12.00
Roadside Stand - Permitted since before July 1, 1984		\$280.00
Roadside Stand - Permitted on or after July 1, 1984		\$280.00
Schools - Kitchen		\$357.00
Schools - Satellite Distribution Facility		\$238.00
Food Warehouse		\$393.00
Food Salvager		\$524.00
Food Demonstrator		\$63.00
Farmers Market		\$476.00
Bed & Breakfast		\$259.00
Temporary Food Facility		\$238.00
Ice Plant		\$238.00
Special Events - Large 3 or more vendors, attendance 500+		\$357.00
Special Events - + billed hourly rate for time spent over base		\$119/per hour
Special Events - Small 3 or less vendors, attendance -500		\$119.00
Incidental Food Sales from Non-Mobile Businesses		\$119.00
Amphitheatre - Food - Bar - Catering		\$2,975.00
Plan Review Food Establishment - New		\$714.00
Plan Review Food Establishment - Remodel		\$595.00

**Environmental Health - Code Section 13.20.400**

NAME OF FEE		FEE FY 11/12
<b>Public Recreation</b>		
Public Swimming Pool/Spa/Beach		\$392.00/each
Organized Camp		\$392.00
Plan Review Public Swimming Pools		\$914.00
Plan Review Organized Camp		\$653.00
<b>Public Water System</b>		
Annual Surveillance Fee - 15-24 service connections		\$416.50
Annual Surveillance Fee - 25-99 service connections		\$560.00
Annual Surveillance Fee - 100-199 service connections		\$606.00
Non-Community Water System - Non Transient		\$560.00
Non-Community Water System - Transient		\$357.00
New Permit Fee - Community Water System		\$1,006.00
New Permit Fee - Non-Community Water System		\$778.00
Amended Permit Fee (all system types)		\$335.00
Ownership Change (all system types)		\$221.00
Annual Permit Fee Small System - 5-14 service connects		\$448.00
CURFFL Systems		\$166.00
All other services		\$119.00/hour
Request for Variance/Exemption/Waiver		\$119.00/hour
Enforcement Action (Up to \$1,000 maximum)		\$119.00/hour
Plan Review Public & Local Small Water Systems		\$119.00/hour
<b>Solid Waste</b>		
Solid Waster Hauler (per vehicle or trailer)		\$59.50
Full Solid Waste Facility - Class II Site		\$2,940.00
Full Solid Waste Facility - Class III Site		\$2,940.00
Standardized Solid Waste Facility		\$2,205.00
Registration Tier		\$1,470.00
Notification Tier #1		\$238.00
Notification Tier #2		\$952.00
Recycling/Process Facility		\$1,680.00
Transfer Station		\$1,680.00
Abandoned/Closed Sites		\$840.00
Agricultural Waste Disposal Sites		\$245.00
SWF Permit Exemption		\$700.00
Ash Applications - Initial Permit Exemptions		\$560.00
Ash Applications - Annual Exemption Renewal		\$175.00
Facility Inspection not covered by permit fees		\$119.00/hour
Periodic Site Review		\$119.00/hour
Preliminary Closure/Post Closure		\$119.00/hour
Final Closure/Post Closure maintenance plan review		\$119.00/hour
Joint Technical Document Review		\$119.00/hour
5 year permit review		\$119.00/hour
Permit revision/modification		\$119.00/hour

**Environmental Health - Code Section 13.20.400**

NAME OF FEE	FEE FY 11/12
Tipping Fee	\$4.40 per ton
Additional Fee on Lien for Unpaid Charges	\$25.00
Add'l Fee for Collection of Unpaid Chrgs as Special Assessment	\$25.00
<b>Sewage Disposal</b>	
Sewage Tank Cleaning Vehicle	\$238.00
Chemical Toilet Supplier - 50 Units or less	\$238.00
Chemical Toilet Supplier - 51 Units or more	\$357.00
New or Replacement Conventional System	\$492.00
New Pressure Dosed or Engineered Systems	\$907.00
Repair or Failed System/Add to Existing Non-Failed System	\$392.00
Holding Tank (Vault System) Annual Operating Permit	\$632.00
Operating Permit Central Wastewater-Cluster 2-5 connects	\$1,305.00
Operating Permit Central Wastewater-Small 6-99 connects	\$1,704.00
Operating Permit Central Wastewater-Large > 99 connects	\$2,497.00
Individual Experimental Systems (Monitoring)	\$476.00
<b>Medical Waste</b>	
General Acute Care Hospital - 1-99 beds	\$921.00
General Acute Care Hospital - 100-199 beds	\$1,324.00
General Acute Care Hospital - 200-250 beds	\$1,689.00
General Acute Care Hospital - 250+ beds	\$2,149.00
Specialty Clinic Providing Surgical, Dialysis, Rehab Services	\$537.00
Skilled Nursing Facility - 1-99 beds	\$422.00
Skilled Nursing Facility - 100-199 beds	\$537.00
Skilled Nursing Facility - 200+ beds	\$613.00
Acute Psychiatric Hospital	\$304.00
Intermediate Care Facility	\$461.00
Primary Care Clinic	\$537.00
Licensed Clinical Lab	\$254.00
Health Care Service Plan Facility	\$537.00
Veterinary Clinic or Hospital	\$304.00
Large Quantity Generator Medical Office	\$304.00
Small Quantity Generator Using On-Site Treatment	\$431.00
Small Quantity Generator Administrative Review	\$119.00/hour
Initial Permit Review	\$84.00/2 yr
Common Storage Facility - 1-10 generators	\$155.00
Common Storage Facility - 11-50 generators	\$382.00
Common Storage Facility - 50+ generators	\$769.00
On-Site, Large Quantity Treatment Facility	\$3845.00/5 yrs
Limited Quantity Hauling	\$119.00/2 yrs
<b>Wells &amp; Soils Borings</b>	
Water Well, Monitoring Well, Cathodic Well - New	\$357.00
Water Well, Monitor Well, Cathodic Well - Recondition/Deep	\$119.00
Water Well, Monitor Well, Cathodic Well - Destruction	\$284.00

**Environmental Health - Code Section 13.20.400**

NAME OF FEE		FEE FY 11/12
Monitor Well, Additional		\$47.00/per well
Soil Boring or Excavation		
<4" diam or <50' depth (each additional \$59.50 each)		\$150.00
>4" diam or 50' to 75' depth (each additional \$59.50 each)		\$357.00
>4" diam or >75' depth (each additional \$119 each)		\$357.00
<b>Other Permits</b>		
Ambulance (per vehicle)		\$119.00
Kennel/Pet Shops		\$224.00
Massage Parlor		\$218.00
Hotel/Motel		\$391.00
Plan Review Kennels & Pet Shops		\$325.00
<b>Tattooing, Permanent Cosmetics, Body Piercing</b>		
Annual Inspection Fee		\$218.00
<b>Land Use</b>		
Land Division Sewage/Water - (per lot)		\$22.00
Land Division Sewage/Water - 2-4 lots (+\$22 per lot)		\$458.00
Land Division Sewage/Water - 5+ lots (+\$22 per lot)		\$490.00
Building Department Route Slip Clearance		\$93.00
Lot Line Adjustment		\$131.00
Conditional Use Permit		\$262.00
Other Land Division Sewage/Water		\$261.00
Tenative Subdivision Tract Map(connecting to sewer system)		\$261.00
Soil Mantle Observation		\$357.00
Temporary Use Permit & Miscellaneous Review/Services		\$131.00/hour
Plan Review/Site Review/Pre-application review fees		\$131.00/hour
<b>Other Services &amp; Fees</b>		
Field Sample		Lab cost+\$218.00
Bring-In Water Sample		Lab cost + \$26.00
Plan Review/Site Review		\$119.00/hour
Administrative, Permit Suspension, Revocation Hearings		\$392.00
Administrative time for enforcement activities		\$134.00/hour
All Reinspections		\$119.00/hour
Verified Complaint		\$119.00/hour
Unverified Complaint Charged to Complainant @ 2nd Compl		\$119.00/hour
Variance/Exemption/Waiver Request - per hour (1/2 hr min)		\$119.00/hour
Consultations (per hour)		\$119.00/hour
Permit Transfers not Prohibited by State Law		\$119.00/hour
EIR Review/CEQA Document (per hour)		\$134.00/hour
All other document reviews, site reviews or any other service		\$119.00/hour
Release of Recorded Documents (Hourly plus document fee)		\$105.00/hour



**Environmental Health - Code Section 13.20.400**

NAME OF FEE		FEE FY 11/12
<b>Hazardous Materials</b>		
Farm Category I		\$180.00
Farm Category II		\$241.00
Farm Category III		\$310.00
Farm Category IV		\$400.00
Business Category I		\$180.00
Business Category II		\$241.00
Business Category III		\$310.00
Business Category IV		\$400.00
Business Category V		\$250.00
CESQG - Not in BP		\$154.00
Hazardous Waste - Small Quantity Generator		\$169.00
Hazardous Waste - Large Quantity Generator		\$253.00
Tiered Permit - CA PBR		\$166.00
Tiered Permit - CESW, CESQT, CEL		\$155.00
Permit to Operate (issuance only) includes one tank		\$419.00
Permit to Operate (each additional tank)		\$70.00
Plan Check Install UST		\$1,395.00
Tank Removal - Three Tanks		\$896.00
Tank Removal each additional over 3 tanks		\$119.00
Modify Tank Repair - Small Project		\$673.00
Modify Tank Repair - Large Project		\$1,120.00
Tank Closure in Place		\$896.00
Temporary Tank Closure		\$350.00
RMP Cal ARP (initial review)		\$1,397.00
RMP Cal ARP (annual review)		\$278.00
Facility List		\$35.00
Building Inspector Route Slip Clear Project		\$35.00
Haz Mat Response per hour		\$119.00
Reinspection (per hour, over base fee)		\$119.00
Consultation per hour		\$119.00
Compliance/Follow Up (per hour)		\$119.00
Business Plan - Initial Application		\$377.00
UST (First Tank)		\$280.00
UST (Each Additional Tank)		\$60.00
Transfer UST Permit		\$391.00
Amend UST Permit		\$166.00
APSA Conditionally Exempt		\$60.00
APSA Qualified Facility		\$260.00
APSA Non-Qualified - Category I		\$375.00
APSA Non-Qualified - Category II		\$495.00
APSA Non-Qualified - Category III		\$810.00

***Environmental Health - Code Section 13.20.400***

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# *The County of Yuba*

OFFICE OF TREASURER AND TAX COLLECTOR

**DAN M. MIERZWA**  
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER  
8th STREET, STE. 103  
184-11 YUBA, CA 95901-5273

TELEPHONE (530) 749-7840  
FAX (530) 749-7844

April 4, 2011

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Application for a new Second Hand Dealer's License for Virginia Ann Lack dba Lack's Antiques & Collectibles

## RECOMMENDATION:

Approve the attached application for a Second Hand Dealer's License requested by Virginia Ann Lack dba Lack's Antiques & Collectibles

## BACKGROUND:

Virginia Ann Lack has applied for a new Second Hand Dealer's License with this department. Approvals have been received from all of the appropriate reviewing departments. (See attached) Therefore we are presenting this Second Hand Dealer's License for the Board's required approval and signature as the final step for issuing said Second Hand Dealer's License.

A letter has been sent to the applicant recommending that they be present during the board meeting of 4/26/2011 for any questions or concerns that the board members may have.



DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**



ACCOUNT NUMBER

9/1/1996 SR KH [REDACTED]

LACK'S ANTIQUES AND COLLECTIBLES  
VIRGINIA ANN LACK, ET AL  
8665 EVERGLADE DR  
SACRAMENTO, CA 95826

THIS PERMIT DOES NOT  
AUTHORIZE THE HOLDER  
TO ENGAGE IN ANY  
BUSINESS CONTRARY TO  
LAWS REGULATING THAT  
BUSINESS OR TO  
POSSESS OR OPERATE  
ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW  
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL  
PROPERTY AT THE ABOVE LOCATION

*Not valid at any other address*

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS  
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES  
OWED BY THE NEW OPERATOR OF THE BUSINESS.

BQE-442-R-L2 REV. 12 (6-95)

State of California  
Secondhand Dealer License  
JUS 126A (rev. 12/07)

Department of Justice

## SECONDHAND DEALER LICENSE

(Sections 21641 & 21642, Business and Professions Code)

☒ Check if renewal

License number:                     

Business name: Lack's Antiques & Collectibles

Business address: 8665 Everglade Drive

Sacramento, CA 95826

Off site storage location (if any):  
8599 Folsom Blvd., Sacramento, CA

Business phone: ( ) 916-381-2613

Business Owner(s): Virginia Ann Lack  
McArthur Lack

Licensing Agency: Sacramento Police Department

This license enables the business shown above to engage in the business of a secondhand dealer at the address shown above in accordance with the provisions of Article 4 of the Business and Professions Code.

This license is not transferable, and must be visibly displayed on the business premises.

This license does not affect the power of a city, county, or city and county to charge a fee or tax upon the conduct of the business specified above.

Date of issue: 11-02-2009

Date of expiration: 11-02-2011

Sherril Sorensen  
SIGNATURE OF ISSUING OFFICER  
Sherril Sorensen  
NAME OF ISSUING OFFICER  
Program Analyst  
TITLE OF ISSUING OFFICER

Goldenrod- Licensee copy  
Pink- Licensing authority copy  
Blue- DOJ copy

MUST BE POSTED IN CONSPICUOUS PLACE



### CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	LACK'S ANTIQUES & COLLECTIBLES	FROM	TO
Business Address	8665 EVERGLADE DR	Mo. Day Yr.	Mo. Day Yr.
Owner	MCAUTHER LACK	04/01/2010	03/31/2011
Type of Business	ANTIQUES/COLLECTORS/ESTATE LIQ		Expires
Tax Classification	401		

CITY OF SACRAMENTO

LACK'S ANTIQUES & COLLECTIBLES  
VIRGINIA ANN LACK  
8665 EVERGLADE DR  
SACRAMENTO, CA 95826

MAY 11 2010

PAID

VOID  
IF NOT  
VALIDATED

TOTAL  
PAID: \$36.26

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).





# *County of Yuba*

## **Community Development & Services Agency**

915 8<sup>th</sup> Street, Suite 123, Marysville, CA 95901

### **Planning Department**

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: <http://www.co.yuba.ca.us>

December 6, 2010

Treasurer/Tax Collector  
915 8<sup>th</sup> Street  
Marysville, CA 95901

RE: Business License for Lack's Antiques & Collectibles at 17557 Abies Lane, Brownsville

To Whom It May Concern:

The Planning Department of the Community Development & Services Agency has no objection to the issuance of the business license for Lack's Antiques & Collectibles operating at 17557 Abies Lane, Brownsville, CA 95919.

Sincerely,

Anthony Gon  
Community Development Specialist  
County of Yuba

2010 DEC 7 PM 2 07

TAX COLLECTOR

**BUSINESS LICENSE**  
**INVESTIGATION REPORT**  
**DEPARTMENT OF BUILDING SERVICES**  
County of Yuba  
915 8th Street  
Marysville, CA 95901  
Phone 749-5440

APPLICANT Virginia Ann Lack APPLICATION NO. \_\_\_\_\_

ADDRESS 17557 Abies Ln. Brownsville NEW ☒ RENEWAL ☐

PHONE 530-675-1608

OWNER Virginia Ann Lack INSPECTION DATE 12-7-2010

ADDRESS 17557 Abies Ln. Brownsville PHONE 530-675-1608

BUSINESS NAME "Lacks Antiques and Collectibles" PARCEL NO. \_\_\_\_\_

ADDRESS 17557 Abies Ln. Brownsville ZONE N/A

PHONE 530-675-1608

Pursuant to Section 8.45.080, Chapter 8.45 of the Yuba County Ordinance Code, an investigation of the premises was made.

12-7-10 [Signature]  
Date Building Inspector

12-7-2010 [Signature]  
Date Chief Building Official

BID161

YUBA COUNTY  
TREASURER'S OFFICE  
TAX COLLECTOR  
2010 DEC 7 PM 2 07

# Memorandum

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**Sheriff Steven L. Durfor**

**Date: March 31, 2011**  
**To: Treasurer / Tax Collector's Office**  
**From: Captain Ron Johnson, Sheriff's Department**  
**Subject: Secondhand Dealer Applicant**

The Sheriff's Department has completed our background check of Virginia Lack, an applicant for a new secondhand dealer's permit representing Lack's Antiques & Collectibles located at 17557 Abies Lane in Brownsville.

We did not discover anything that would preclude the applicant from receiving this permit from your office. Therefore, the Sheriff's Department has no objections to the issuance of this permit so long as the applicant adheres to all rules and regulations pertaining to secondhand dealers.

2011 MAR 31 PM 2 41  
TAX COLLECTOR  
TRF  
VIR

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# The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

**DAN M. MIERZWA**  
TREASURER & TAX COLLECTOR

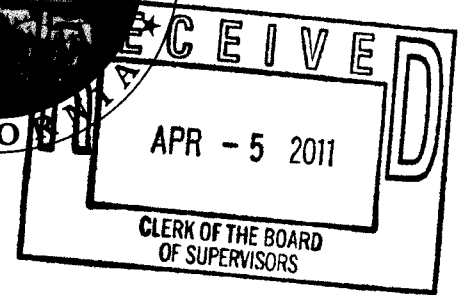


185-11 GOVERNMENT CENTER  
915 8th STREET, STE. 103  
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840  
FAX (530) 749-7844

April 4, 2011

TO: Board of Supervisors  
FROM: Dan M. Mierzwa, Treasurer & Tax Collector  
RE: 2009/2010 Tax & Revenue Anticipation Note (TRAN)



A handwritten signature in dark ink, appearing to read "Dan Mierzwa".

The 2009 / 2010 TRAN has matured and proceeds have exceeded cost by \$ 112,882.36.  
(see attached)

I recommend that this amount be transferred out of fund 294-0000-371-98-99 at the earliest opportunity.

The actual net proceeds exceeded the budgeted amount of \$93,250.00 by \$19,632.36. These proceeds are not included in the calculations determining the pooled interest earnings in fund 101-0000-351-3000. They are additional revenues (or expenses) the County realizes outside of the Treasury pooled investments.

cc: Dean E. Sellers, Auditor-Controller  
Robert Bendorf, County Administrator

BOS CORRESPONDENCE A

County of Yuba  
2009/2010 TRAN

Proceeds Calculation

TRAN PROCEEDS		<u>13,298,208.00</u>
Reinvestment		<u>241,904.36</u>
Sub total		13,540,112.36
TRAN COSTS		
Principle	<u>13,200,000.00</u>	
Interest	<u>198,000.00</u>	
Issuance	<u>20,650.00</u>	
Underwriter's Discount	<u>8,580.00</u>	
		13,427,230.00
	PROCEEDS	<u>112,882.36</u>

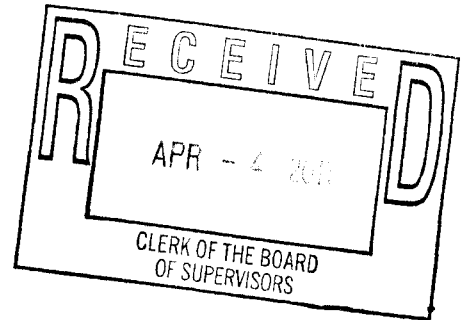
March 30, 2011



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**U.S. Census Bureau**  
Washington, DC 20233-0001  
OFFICE OF THE DIRECTOR

01934  
The Honorable John Nicoletti  
Chairman  
Yuba County  
915 8th St Ste 109  
Marysville CA 95901

FROM THE DIRECTOR  
U.S. CENSUS BUREAU



The U.S. Census Bureau will be conducting the 2010 Census Count Question Resolution (CQR) Program between June 1, 2011 and June 1, 2013. The 2010 Census CQR Program provides state, local, and tribal officials, or their designated representatives in the United States and Puerto Rico, an opportunity to challenge the 2010 Census counts of housing units and group quarters.

Please refer to the enclosed 2010 Census CQR brochure for a brief summary of the program. You can view the Program Announcement for the Federal Register Notice on our Web site at <http://2010census.gov/about/cqr>. The Web site also includes detailed information about the types of challenges we will accept and the submission process.

If you have questions or would like a hard copy of the Program Announcement, please contact the CQR Program Office at 1 (301) 763-9329 or send an email to [dmd.cqr@census.gov](mailto:dmd.cqr@census.gov).

Sincerely,

Robert M. Groves  
Director

Enclosure

**BOS CORRESPONDENCE B**

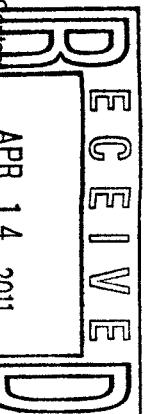


# Schedule of Proposed Action (SOPA)

04/01/2011 to 06/30/2011

Plumas National Forest

This report contains the best available information at the time of publication. Questions may be directed to the Project Coordinator.



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation Date	Contact
					OF SUPERVISORS

Projects Occurring Nationwide					
Gypsy Moth Management in the United States: A Cooperative Approach EIS  *NEW LISTING*	- Vegetation management (other than forest products)	In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 09/20/11	Expected: 10/2011	10/2011	Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us
		Description: The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States. Web Link: <a href="http://www.na.fs.fed.us/wv/eis/">http://www.na.fs.fed.us/wv/eis/</a> Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.			
Land Management Planning Rule EIS	- Regulations, Directives, Orders	In Progress: DEIS NOA in Federal Register 02/25/2011 Est. FEIS NOA in Federal Register 11/2011	Expected: 12/2011	12/2011	Larry Hayden 202-205-1559 lhayden@fs.fed.us
		Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans. Web Link: <a href="http://www.fs.usda.gov/planningrule">http://www.fs.usda.gov/planningrule</a> Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.			
Nationwide Aerial Application of Fire Retardant on National Forest System Lands. EIS	- Regulations, Directives, Orders	In Progress: NOI in Federal Register 08/27/2010 Est. DEIS NOA in Federal Register 05/2011	Expected: 12/2011	01/2012	Glen Stein 208-869-5405 gstein@fs.fed.us
		Description: The Forest Service will prepare a programmatic environmental impact statement for the continued nationwide aerial application of fire retardant on National Forest System lands. Web Link: <a href="http://www.fs.fed.us/fire/retardant/index.html">http://www.fs.fed.us/fire/retardant/index.html</a> Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.			

BOS CORRESPONDENCE



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring in more than one Region (excluding Nationwide)					
Sierra Nevada Forest Plan Amendment (SNFPA)  EIS	- Land management planning	On Hold	N/A	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
	Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues.				
	Web Link: <a href="http://www.fs.fed.us/5/snfpa/2010seis">http://www.fs.fed.us/5/snfpa/2010seis</a>				
	Location:  UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units, STATE - California, Nevada, COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.				

R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)					
Mammoth Mountain Base Area Land Exchange  EA	- Land ownership management	Developing Proposal Est. Scoping Start 04/2011	Expected: 11/2011	01/2012	Sheila Irons 760-924-5534 siron@fs.fed.us
	Description: Land exchange with Mammoth Mountain Ski Area of approximately 21 acres of land, currently under special use authorization, located at the Main Lodge area.				
	Web Link: <a href="http://www.fs.fed.us/nepa/project_content.php?project=30428">http://www.fs.fed.us/nepa/project_content.php?project=30428</a>				
	Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District. STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the acquisition of non-federal parcels to the Plumas and Stanislaus National Forests. Main Lodge, Mammoth Mountain Ski Area.				

**Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)**

**R5 - Pacific Southwest Region**

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)</b>					
<b>R5 - Pacific Southwest Region</b>					
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	In Progress: Scoping Start 03/02/2010	Expected:04/2011	06/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide. Current permit terminates 12/31/2010.				
	<b>Location:</b> UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.				
Feather River College - Special Use Permit Reissuance CE	- Special use management	Completed	Actual: 02/04/2011	03/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
	<b>Description:</b> Reissue a five year permit to Feather River College for outdoor recreation and other college courses on the Plumas National Forest				
	<b>Location:</b> UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Plumas. LEGAL - areas throughout Plumas National Forest. National Forest System lands throughout Mt. Hough, Feather River, and Beckwourth Ranger Districts.				
PSREC Mid-Mile Fiber Project CE	- Special use management	In Progress: Scoping Start 03/02/2011	Expected:04/2011	06/2011	Dana Walsh 530-836-7141 danawalsh@fs.fed.us
	<b>Description:</b> The Plumas National Forest Proposes to issue a special use permit to Plumas Sierra Rural Electric to install, maintain, and operate 13 miles of fiberoptic cable to be attached to overhead poles within in existing powerline right away.				
	<b>Location:</b> UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Plumas. LEGAL - Sections of T22N R11E, T22N R12E, T23N R13E, T23N R14E, T23N R15E, T23N R16E, T24N R09E, T24N R10E, T24N R11E, T24N R14E, T25N R10E, T25N R14E, T26N R14E, T26N R15E, T27N R14E, adn T28N R13E. The portion of the project that includes the Plumas National Forest would extend from Portola to Quincy, in Plumas County, California.				

**Plumas National Forest, Occurring in more than one District (excluding Forestwide)**

**R5 - Pacific Southwest Region**

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest, Occurring in more than one District (excluding Forestwide)</b>					
<b>Veg Management Program for 14 PG&amp;E Transmission line ROWs</b>	- Special use management	Developing Proposal Est. Scoping Start 04/2011	Expected: 09/2011	10/2011	David Wood 530-283-7772 dowood@fs.fed.us
	<b>Description:</b> PG&E proposes to perform vegetation management practices in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Activities include brush cutting, thinning, and herbicide.				
<b>EA</b>  <b>*NEW LISTING*</b>	<b>Location:</b> UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Plumas. Located on the Plumas National Forest within 14 different transmission power lines.				

<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Big Hill Project</b>  <b>EA</b>  <b>*NEW LISTING*</b>	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> <li>- Road management</li> </ul>	Developing Proposal Est. Scoping Start 05/2011	Expected: 01/2012	06/2012	Dana Walsh 530-836-7141 danawalsh@fs.fed.us
<b>Description:</b> Strategically place DFPZ and WUI treatments to modify fire behavior and improve forest resilience. Activities include mechanical thinning, hand thinning, piling, mastication, group selection, prescribed burning, and associated transportation planning					
<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Sec 11-15, 22-26, 36 T23N R10E; Sec 1-11 T22N R11E; Sec 1-24, 27-34, 36 T23N R11E; Sec 26, 34-36 T24N R11E; Sec 6-7, 18-19, 30-32 T23N R12E; Sec 5-9 T22N R12E. The project area is located northwest of the town of Greagle in the vicinity of Eureka Ridge and in the vicinity of the Cromberg and Sloat Communities.					
<b>Frenchman WC Aspen Hand Thin Project</b>  <b>CE</b>	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> <li>- Vegetation management (other than forest products)</li> </ul>	Developing Proposal Est. Scoping Start 07/2010	Expected: 09/2010	06/2011	Russell Nickerson 530-836-2575 rnickerson@fs.fed.us
<b>Description:</b> Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands.					
<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Goat Grazing Tall Whitetop CE	- Wildlife, Fish, Rare plants	Developing Proposal Est. Scoping Start 03/2009	Expected: 04/2009	06/2009	Michael Friend 530-836-7167 mjfriend@fs.fed.us
	Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (Lepidium latifolium) in the Ramelli Ranch allotment.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.				
Gold Lake Campground Toilets 3 & 4 EA	- Recreation management	In Progress: Scoping Start 01/05/2011 Est. 215 Comment Period Legal Notice 07/2011	Expected: 08/2011	10/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	Description: Install two new vault toilets at Gold Lake Campground. These toilets would replace the portable toilets that are now being used.				
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N R12E Section 17. Gold Lake Campground.				
Grizzly Valley, Grizzly Valley Community, and Humbug Allotments EA	- Grazing management	Developing Proposal Est. Scoping Start 10/2010	Expected: 04/2011	08/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
	Description: Range Environmental Assessment				
	Web Link: <a href="http://www.fs.fed.us/nepa/project_content.php?project=31015">http://www.fs.fed.us/nepa/project_content.php?project=31015</a>				
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, multiple sections, T 23N, R 12 E and 13E, multiple sections. Beckwourth Ranger District near Lake Davis.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Beckwourth Ranger District (excluding Projects occurring in more than one District) R5 - Pacific Southwest Region					
Ingalls Project EA	- Forest products - Vegetation management (other than forest products) - Fuels management	In Progress: Scoping Start 05/12/2010 Est. Objection Period Legal Notice 04/2011	Expected:06/2011	07/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
	<b>Description:</b> Defensible Fuel Profile Zone, group selection, riparian hardwood restoration, road reconstruction, decommissioning, temporary road construction and subsequent decommissioning. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=29414">http://www.fs.fed.us/nepa/project_content.php?project=29414</a>				
Jackson Project (old name Happy Jack Project) EA	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N R 13E Sec. 3-10, 14-20, 22, 23,25, 26, T 24N R 12E Sec. 1, 2, 11-15, 21-24, T 25N R 12E Sec. 1, 12, 13, 22-27, 33-36, T 25N R 13E Sec. 2-11, 15-22, 27-34. The project area is located near Lake Davis and is approximately 5-10 miles north of the town of Portola.				
	- Fuels management - Watershed management	In Progress: Scoping Start 09/25/2010 Est. Objection Period Legal Notice 01/2011	Expected:04/2011	06/2011	Russell Nickerson 530-836-2575 mickerson@fs.fed.us
Lake Davis Kiosk Remodel EA	<b>Description:</b> Defensible Fuel Profile Zone (DFPZ), Group Selection (GS) in addition to, Wildland Urban Interface fuels reduction. Road reconstruction, decommissioning and construction, approx. 10-miles of temp road construction and subsequent decom.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=20332">http://www.fs.fed.us/nepa/project_content.php?project=20332</a>				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T22N, R11E; T22N, R12E; T23N, R11E; T23N, R12E. Approximately 4-11 miles northwest of Portola and 1-7 miles north of Graeagle.				
	- Facility management	In Progress: 215 Comment Period Legal Notice 03/23/2011	Expected:04/2011	05/2012	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	<b>Description:</b> Remodel the existing kiosk into a sheltered picnic area. Install a new vault toilet with the Sweet Smelling Toilet Design.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R13E Section 2. Lake Davis Recreation Area, at dam.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>				<b>R5 - Pacific Southwest Region</b>
Lake Davis Trail phase 2 CE	- Recreation management	In Progress: Scoping Start 12/08/2010	Expected: 04/2011	06/2012	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	<b>Description:</b> Continue the non-motorized Lake Davis Trail around Lake Davis from just south of Lightning Tree Campground around the northwest side of the lake.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E Sections 20, 21, 22, 29, 32, & 33 and T23N R13E Sections 3 & 10. Lake Davis Recreation Area.				
Last Chance Creek Watershed Restoration Project Phase II EA	- Watershed management	Developing Proposal Est. Scoping Start 04/2011	Expected: 11/2011	06/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	<b>Description:</b> Restore the hydrologic function of approximately 8 miles (5 miles located on public lands) of Last Chance Creek.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R13E Sections 14, 12 & 11 and T26N R14E Sections 27, 26, 23, 22, 18, 17, 16, 15, 8 & 7. Last Chance HUC 5 Watershed.				
Meadow Restoration Monitoring and Evaluation CE	- Research	In Progress: Scoping Start 11/17/2010	Expected: 06/2011	06/2011	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	<b>Description:</b> A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District.				
Meadowview/Rowland Restoration Project EA	- Watershed management	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 05/2011	Expected: 08/2011	08/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
	<b>Description:</b> Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=28848">http://www.fs.fed.us/nepa/project_content.php?project=28848</a>				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest Beckwourth Ranger District (excluding Projects occurring in more than one District) R5 - Pacific Southwest Region</b>					
Nelson Creek Historic Trail EA	- Recreation management	In Progress: 215 Comment Period Legal Notice 11/17/2010	Expected: 04/2011	06/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	<b>Description:</b> Reopen the historic Nelson Creek Trail from Zumwalt Flat to the LaPorte Rd. Add a few sections of new trail to connect existing trail or correct over grade problems is also being planned.				
Peters Road Project EA	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R10E Sections 36, 35, 26, 23, 22, 15. Zumwalt Flat to the La Porte Rd.				
	- Road management	Completed	Actual: 02/22/2011	02/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
Sulphur and Barry Creek Restoration Project EA	<b>Description:</b> Construct a new road to provide access through the Plumas National Forest to a private land parcel that currently is inaccessible.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R 16E, Sections 19 and 30. Four miles north of Frenchman Lake, Plumas County, CA.				
Upper Dotta Canyon Restoration Project EA	- Watershed management	Developing Proposal Est. Scoping Start 03/2012	Expected: 10/2012	06/2013	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	<b>Description:</b> Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.				
	- Watershed management	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 03/2011	Expected: 07/2011	08/2011	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
<b>Description:</b> Project consists of restoring an eastside montane meadow (253 acres) and improving channel stability for 2.9 miles on Red Clover Creek within Dotta Canyon.					
<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=28849">http://www.fs.fed.us/nepa/project_content.php?project=28849</a>					
<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R14E, Sections 25, 26, & 36. Red Clover Creek Hydrologic Unit Code (HUC) 5 Watershed.					



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Bloomer and Sawmill Fire Lookout Hazard Reduction/Sight Path Clearing CE	- Forest products - Fuels management	Developing Proposal Est. Scoping Start 03/2011	Expected:01/2012	05/2012	Eric Murphy 530-532-8922 elmurphy@fs.fed.us
*NEW LISTING*	Description: The intent of these projects is to clear a site path to reestablish view path from the lookouts to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.				
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Bloomer Lookout- T. 21N R. 5E, Section 30. Sawmill Peak Lookout- T. 23N R. 4E, Section 32. Bloomer Lookout, in Butte County, near Berry Creek off Rd 21N39 (50 acres NW of tower.) Sawmill Peak Lookout, in Butte County, near Magalia (20 acres East of tower).			
	- Wildlife, Fish, Rare plants	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 c Roberts@fs.fed.us
	Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.				
California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed, near Challenge, CA.			
	- Special use management	Developing Proposal Est. Scoping Start 04/2011	Expected:04/2011	06/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.				
Challenge Work Center Invasive Species Management Project CE	Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California.			
	- Vegetation management (other than forest products) - Facility management	Cancelled	N/A	N/A	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
	Description: This project is designed to control non-native invasive plant species at the Challenge Work Center Administrative Site utilizing IPM practices.				
Location:		UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T21N, R6E, Sec 7. Challenge Work Center, Feather River Ranger District located in the town of Challenge, CA.			



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Concow Hazardous Fuels Reduction Project</b> EIS	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> </ul>	In Progress: DEIS NOA in Federal Register 09/30/2010 Est. FEIS NOA in Federal Register 03/2011	Expected: 05/2011	03/2011	Carol Spiros 530-534-6500 cspiros@fs.fed.us
	<b>Description:</b> Reduce hazardous fuels and restore ecosystems affected by high-intensity wildfire near Paradise, Magalia, Yankee Hill, and Concow. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=10083">http://www.fs.fed.us/nepa/project_content.php?project=10083</a>				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Townships 22, 23, and 24 north and Ranges 3, 4, 5, and 6 east. The Concow Project Area is bounded by the No. Fork of the Feather River on the east and Little Butte Creek on the west, in the Wildland Urban Interface near Paradise, Magalia, Pulga, and Concow, CA.				
<b>Grizzly Summit Hazard Tree Project</b> CE	- Forest products	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	<b>Description:</b> Hazard tree removal along Oro-Quincy Highway.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11, MDM. Seven miles southwest of Bucks Lake on Highway 162.				
<b>Hawkeye Tunnel Mining Plan of Operation</b> CE	- Minerals and Geology	In Progress: Scoping Start 11/25/2009	Expected: 01/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	<b>Description:</b> Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T23N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.				
<b>Howland Flat Reforestation</b> CE	- Vegetation management (other than forest products)	Developing Proposal Est. Scoping Start 01/2011	Expected: 02/2011	05/2011	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	<b>Description:</b> The Feather River Ranger District (PNF) is proposing to reforest and release 30 acres of high mortality (burned) areas within the Howland Flat fire boundary over the next 5 years.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R9E S12. Adjacent to the Howland Flat Cemetery and the La Porte community.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Know Nothing Roadside Timber Sale	CE	- Forest products - Road management	On Hold	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
<b>Description:</b> Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7& 8 E., T. 20N)					
<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res. (R. 7& 8 E., T. 20N).					
La Porte-Quincy Hazard Tree	CE	- Forest products - Fuels management - Road management	Developing Proposal Est. Scoping Start 03/2011	Expected: 01/2012	06/2012 Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
<b>*NEW LISTING*</b>					
<b>Description:</b> Tree mortality is occurring along La Porte Quincy Highway from the intersection with FS Road 514 to the intersection with 23N60Y. The unit includes areas in T. 21N, R9E, Secs. 2, 3, 10, and T. 22N, R9E., Secs. 5, 8, 17, 18, 19, 25, 30, 32, 35, 36					
<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T. 21N, R9E, Sections 2, 3, and 10, and T. 22N, R9E., Sections 5, 8, 17, 18, 19, 25, 30, 32, 35, 36. MDM. La Porte-Quincy Hwy in Plumas County near La-Porte, along approx 6 miles, from intersection with FS Road 514 to the intersection with 23N60Y Rd.					
Little Grass Valley Campground Restoration	CE	- Land management planning - Recreation management - Vegetation management (other than forest products)	In Progress: Scoping Start 06/01/2009	Expected: 07/2010	07/2010 Errol Solomon 530-532-7413 esolomon@fs.fed.us
<b>Description:</b> This project involves interplanting conifers for forest health while providing privacy screening within the campgrounds					
<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - 5 sites in T22N R9E S27, 28, 31, 33, 34. Little Grass Valley Campground - Road 57.					
Milsap Bar Campground Rehabilitation	CE	- Recreation management	On Hold	N/A	N/A Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
<b>Description:</b> The project consists of maintenance, rehabilitation, modernization and resource protection within the footprint of an existing developed campground.					
<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. T21N, R6E, Sec. 2, on the Middle Fork Feather River at 22N62 Road, within the footprint of the Milsap Bar campground.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>On Top Hazardous Fuels Reduction Project EIS</b>	- Vegetation management (other than forest products) - Fuels management	In Progress: NOI in Federal Register 02/22/2011 Est. DEIS NOA in Federal Register 06/2011	Expected: 10/2011	05/2012	Carol Spinos 530-534-6500 cspinos@fs.fed.us
	<b>Description:</b> This project proposes to reduce the risk from wildfires to rural communities and forest resources, improve forest health and contribute to the economic stability of rural communities near Bucks Lakes and surrounding areas. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=31263">http://www.fs.fed.us/nepa/project_content.php?project=31263</a>				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R6E, S1-2, 11. T22N, R8E, S5-6. T23N, R6E, S2-3, 10-15, 19-23, 26-30, 33-36. T23N, R7E, S7, 10, 12-16, 18, 21-25, 36. T23N, R8E, S18-20, 29-35. Bucks Lake area from Soapstone Hill on the west, to Mt. Ararat on the east.				
<b>Pacific Gas and Electric Company - 12 KV power line extension</b>	- Special use management	On Hold	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Extension of an existing 12 KV power line in the Concow area along the Rim Road (F/S Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.				
<b>Pendola Silviculture Project</b>	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management	Developing Proposal Est. Scoping Start 01/2011	Expected: 02/2011	05/2011	Errol Solomon 530-532-7413 esolomon@fs.fed.us
CE	<b>Description:</b> The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T13N R7E S2, 11, 12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Provost, Leonard - new permit for existing access road. CE	- Special use management	Developing Proposal Est. Scoping Start 01/2011	Expected: 06/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.				
Silvertip Roadside Hazard Timber Sale CE	- Forest products - Road management	Completed	Actual: 02/25/2011	07/2011	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	<b>Description:</b> Removal of hazard trees along approximately 4 miles of forest road 22N60 road (silvertip road) in T.22N R.9E.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - All or portion of Sections 12, 13, 14, 22, 23, and 27 - T. 22N., R. 9E. MDM. Silvertip Rd in Plumas County near LaPorte, along approximately 4 miles of forest road 22N60 (silvertip road) from pvt boundary in sec 27 to junction with 22N27 in sec 12 - T.22N R.9E.				
South Feather Water & Power Agency - Special Use Authorization CE	- Special use management	Cancelled	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued operation and maintenance of facilities and campgrounds associated with the Sly Creek Recreation Area near Strawberry Valley, CA.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Portions of Sections 16, 17, 18, & 19, T20N, R8E, MDM. Approximately 2 miles north of Strawberry Valley, CA.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>South Feather Water &amp; Power Agency Antennae Placement</b> CE	- Special use management	Developing Proposal Est. Scoping Start 03/2011	Expected:04/2011	06/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> SFW&PA proposes to install an 18' tall antennae approximately 25' from the existing South Fork Feather River stream gauge station to provide for realtime data relay of instream flows.  <b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - SW 1/4 Section 22, T22N, R9E. South Fork Feather River, just above Little Grass Valley Reservoir.				
<b>Sunset Lookout Hazard Reduction and Sight Path Clearing</b> CE	- Forest products - Fuels management - Facility management	Developing Proposal Est. Scoping Start 03/2011	Expected:09/2011	01/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.  <b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N. R. 6E. Section 9.				

<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>ATT Passive Reflector Amendment Project</b> CE	- Special use management	Developing Proposal Est. Scoping Start 04/2011	Expected:05/2011	07/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> Amend the current permit to include a new location along Forest road 26N26 and an existing repeater site would be developed by installing two 35 foot poles, 6 feet apart to house microwave antennae, solar charger & panel and radio cabinet.  <b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R7E Section 7 and T25N R8E Section 28. Forest road 26N26 and Twelve Mile Bar.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
American Valley Hazardous Fuels Reduction Project CE	- Fuels management	In Progress: Scoping Start 02/03/2010	Expected: 04/2011	04/2011	Ryan Bauer 530-283-7673 rbauer@fs.fed.us
	<b>Description:</b> Hand-thinning, piling and burning, mastication, and underburning to reduce hazardous fuels on approximately 346 acres of public land adjacent to private lands within the WUI around Quincy, CA.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=30042">http://www.fs.fed.us/nepa/project_content.php?project=30042</a>				
Antelope Lake Eagle Nest Stand Fuels Reduction CE	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Sections 8, 15, 16, 17, 19 and 22. T24N, R9E, Section 24. East and south of American Valley and the community of East Quincy, California.				
	- Wildlife, Fish, Rare plants - Fuels management	Completed	Actual: 02/16/2011	06/2011	Gary Rotta 530-283-0555 grota@fs.fed.us
	<b>Description:</b> This project proposes to reduce ground fuels in order to help protect residual pines of all ages within the Boat Ramp Bald Eagle nest stand from wildfire or a future underburn. Additional standing dead ladder fuels would be felled, piled and burned.				
*NEW LISTING*	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34923">http://www.fs.fed.us/nepa/project_content.php?project=34923</a>				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R12E, Section 23 MDBM. The Antelope Lake Eagle Nest Stand Fuels Reduction Project is located near the boat ramp at Antelope Lake.				
	- Recreation management	Developing Proposal Est. Scoping Start 04/2011	Expected: 06/2011	07/2012	Peggy Gustafson 530-283-7622 jschaber@fs.fed.us
Antelope Lake Picnic Rehabilitation CE	<b>Description:</b> Remove existing toilet building and install new vault toilet. Replace existing picnic tables with refurbished tables and expand to 10 picnic sites. Install barriers to allow access to picnic sites and prevent driving outside sites.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Section 23. Antelope Picnic Area, Antelope Lake.				
	- Minerals and Geology	Cancelled	N/A	N/A	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
*NEW LISTING*	<b>Description:</b> Exploratory mining operation involving removal of flood overburden with a backhoe and bulldozer. Samples would be transported to a processing unit consisting of a wash plant, sluice boxes and settling pond using water from the river.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R6E, Section 24, MDBM. Belden, CA along the south side of the Feather River.				
	<b>Belden, Eva, Alta, Long Bar Placer Exploration Project</b> EA				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Bucks Lake Fuels Reduction and Roadside Hazard Tree Removal Project</b> EA	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> <li>- Road management</li> </ul>	Developing Proposal Est. Scoping Start 04/2011	Expected: 04/2012	08/2012	Michelle Coppoletta 530-285-0555 mccopplett@fs.fed.us
	<p><b>Description:</b> Removing hazardous trees along roads and recreation sites, thinning along roadways to reduce fuels, and implement road maintenance activities to restore watershed health.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=18963">http://www.fs.fed.us/nepa/project_content.php?project=18963</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Sections 1, 3, 4, 9, 11, 12. T23N, R8E, Sections 5, 6, 7, 18. T24N, R7E, Sections 27, 28, 29, 32, 36. T24N, R8E, Sections 18 and 32. The project is located about 10 miles west of Quincy, California. National Forest System Roads 24N24, 24N29Y, 24N33, 24N34, 24N87X and Plumas County roads 414 and 423.</p>				
<b>Bucks Lake Lodge Reconstruction Project</b> EA	- Recreation management	In Progress: Scoping Start 12/22/2010 Est. 215 Comment Period Legal Notice 04/2011	Expected: 05/2011	06/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
	<p><b>Description:</b> Reconstruction of the main building of the Bucks Lake Lodge which burned in Jan 2010. The lodge would consist of a restaurant, bar and store approximately 1400 to 2000 square feet in size.</p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Section 3, MDBM. Bucks Lake along the Oroville-Quincy Highway.</p>				
<b>Cattle Springs MYLF Project</b> CE	- Wildlife, Fish, Rare plants	In Progress: Scoping Start 10/07/2010	Expected: 04/2011	06/2011	George Garcia 530-283-7828 ggcgarci@fs.fed.us
	<p><b>Description:</b> This project will deepen two existing ponds at Cattle Springs in order to provide better overwintering habitat for first year Mountain Yellow-legged Frog tadpoles. This project will also construct a small exclosure fence around the ponds.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34125">http://www.fs.fed.us/nepa/project_content.php?project=34125</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R9E, Section 9. This project is located at Cattle Springs where NFS Road 23N68 terminates.</p>				



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>				
<b>Dark Ravine Placer Exploration Project</b>	<b>CE</b>	- Minerals and Geology	In Progress: Scoping Start 12/14/2010	Expected: 05/2011	06/2011 Leslie Edlund 530-283-7650 ledlund@fs.fed.us
<b>Description:</b> This mining exploration project would first using a mini excavator and highbanker to process gravel deposits in the upper portion of the claim. The next phase would use a portable trommel and backhoe to test the thicker gravel deposits.					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 23 & 24, MDBM. 5 miles southwest of Greenville, CA in Dark Ravine.					
<b>Dawn Institute - new permit for existing water system</b>	<b>CE</b>	- Special use management	Completed	Actual: 03/03/2011	07/2011 Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
<b>Description:</b> Continued use and maintenance of an existing water system that supplies water, including two spring boxes, one pump housing, electrical box and appurtenances, and approximately 1600' of pipe line.					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Section 3. Near Indian Falls.					
<b>Farnworth, Melvin &amp; Dorothy - new permit for existing water system.</b>	<b>CE</b>	- Special use management	Completed	Actual: 03/03/2011	07/2011 Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
<b>Description:</b> Continued operation and maintenance of a water system, including reservoir and access road.					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Section 15. Approximately 2 miles east of Quincy, California.					



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Greenhorn Creek Restoration Project</b> EA	<p>- Wildlife, Fish, Rare plants</p> <p>- Watershed management</p>	<p>In Progress: Scoping Start 09/15/2010 Est. 215 Comment Period Legal Notice 05/2011</p>	Expected: 07/2011	08/2011	<p>Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us</p>
	<p><b>Description:</b> A RAC project proposed to restore trout populations and bank stability to Greenhorn Creek in American Valley. Fish passage and bank stabilization improvements would be made in six locations along Greenhorn Creek.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=31639">http://www.fs.fed.us/nepa/project_content.php?project=31639</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project is located in Township 24N, Range 10E and Sections 21, 16, 17, 8 and 7. The project area encompasses private lands and NFS land along Greenhorn Creek in American Valley.</p>				
<b>Hallsted Campground Rehabilitation Project</b> CE	- Recreation management	Developing Proposal Est. Scoping Start 04/2011	Expected: 05/2011	08/2011	<p>Erika Brenzovich 530-283-5189 ebrenzovich@fs.fed.us</p>
<b>*NEW LISTING*</b>	<p><b>Description:</b> Rehabilitation of Hallsted Campground includes replacing the restroom and campground amenities, resurfacing camp spurs and roads, replacing the electrical distribution and water systems, and developing accessible campsites and river access.</p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R8E, Section 22. Hallsted Campground is located approximately 18 miles from Quincy, the nearest town is Twain.</p>				
<b>Halstead Campground Timber Sale</b> CE	- Recreation management - Facility management	Completed	Actual: 01/06/2011	06/2011	<p>Andrew Hart 530-283-7643 ajhart@fs.fed.us</p>
	<p><b>Description:</b> The purpose of this project is to remove approximately 25 hazard trees and slash within Halstead Campground in order to create a safer facility.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34128">http://www.fs.fed.us/nepa/project_content.php?project=34128</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, section 22 MDBM. The Halstead Campground Timber Sale is located northeast of Twain on Highway 70.</p>				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
Hyde, David - new permit for existing water system CE	- Special use management	Completed	Actual: 03/03/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued operation and maintenance of a water system that includes an intake box and approximately 200' of 4" pipe line is on National Forest System lands. Supplies water for domestic purposes.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R10E, Section 12. 3 1/2 miles southeast of Taylorsville.				
Jatczak, Casimir and Diane - new permit for existing water system CE	- Special use management	Completed	Actual: 03/03/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued use and maintenance of an existing water system, including 1550' of 4" water line and a collection box.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 14. Highway 70 corridor near Twain.				
Keddie Hazardous Fuels Reduction Project EIS	- Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management	In Progress: NOI in Federal Register 04/01/2010 Est. DEIS NOA in Federal Register 02/2011	Expected: 08/2011	06/2012	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
	<b>Description:</b> Construction of fuelbreaks known as Defensible Fuel Profile Zones, thinning and group selection harvests, protection and enhancement of sensitive plant and wildlife habitat, road improvements, and noxious weed treatments.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=19040">http://www.fs.fed.us/nepa/project_content.php?project=19040</a>				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Keddie Project is within 103,329 acres. Please see "Other Project Information" for the "Legal Land Description". Keddie Project is within the vicinity of Keddie Ridge, Round Valley Reservoir, and Mt. Jura. Communities within include Greenville, Crescent Mills, and Taylorsville, California.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
Keddie Ridge Roadside and Deck Salvage Sale Project CE	- Forest products	In Progress:	Expected:04/2011	06/2011	Andrew Hart 530-283-7643 ajhart@fs.fed.us
	- Vegetation management (other than forest products)	Scoping Start 10/14/2010			
	<b>Description:</b>	This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.			
	<b>Web Link:</b>	<a href="http://www.fs.fed.us/nepa/project_content.php?project=34562">http://www.fs.fed.us/nepa/project_content.php?project=34562</a>			
Lost Cove Boat Launch Maintenance and Improvements CE	<b>Location:</b>	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.			
	- Recreation management	Developing Proposal Est. Scoping Start 04/2011	Expected:06/2011	09/2012	Peggy Gustafson 530-283-7622 jschaber@fs.fed.us
Massack Water User Association - new permit for an existing water system. CE	<b>Description:</b>	Maintain existing parking area with chipseal overlay and replace substandard boat ramp with V grooved cement. Install: Two ADA parking spaces with pathway; a vault toilet; 3 picnic tables with shade structure; and 7 boat trailer parking spaces.			
	<b>Location:</b>	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Section 23. Lost Cove Boat Launch, Antelope Lake.			
Meadow Valley Barracks PSW CE	- Special use management	Completed	Actual: 03/03/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b>	Continued operation and maintenance of an existing water system, including approximately 6,900' of 2" diameter pipeline, a storage tank, and springbox, which supplies water to the Association.			
*NEW LISTING*	<b>Location:</b>	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Sections 23 and 26. Approximately 5 miles east/southeast of Quincy, California.			
	- Facility management	Developing Proposal Est. Scoping Start 04/2011	Expected:05/2011	08/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
*NEW LISTING*	<b>Description:</b>	Demolish the existing Teachers Assistant building and replace it with a new Region 5 standard barracks building. Install new septic system and well and electrical hookup. The construction site would be approximately .25 acres.			
	<b>Location:</b>	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Section 27. U.C. Berkeley Forestry Camp, Meadow Valley.			

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Mt. Hough Deer Habitat Improvement Burn</b> CE	- Wildlife, Fish, Rare plants	In Progress: Scoping Start 02/28/2011	Expected: 07/2011	03/2012	Gary Rotta 530-283-0555 grota@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> This project is proposed to set back the successional growth of existing 45+ year old shrubland habitat to allow for improved forage quality and foraging access for mule deer by broadcast burning 730 acres between Tollgate Creek and Gilson Creek. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=35174">http://www.fs.fed.us/nepa/project_content.php?project=35174</a>				
<b>Oakland Camp water and sewer improvements</b> CE	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Sections 20, 21, 28, and 29. The proposed action would occur between Tollgate Creek and Gilson Creek on the west side of Mt. Hough, near Quincy, CA.				
<b>*NEW LISTING*</b>	- Special use management	Developing Proposal Est. Scoping Start 04/2011	Expected: 05/2011	07/2011	Peggy Gustafson 530-283-7622 jschaber@fs.fed.us
	<b>Description:</b> Sewer improvements include relocation of the existing leach field and replacement a portion of existing sewer line. Water system improvements would add a new 10,000 gallon tank.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R10E Section 31. Oakland Camp, Oakland Camp Road.				
<b>Peter, James - new permit for existing water system.</b> CE	- Special use management	Completed	Actual: 03/03/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued operation and maintenance of a water system that includes a concrete diversion dam (2' x 15'), and 3,380' of 8" diameter pipeline. Supplies water for irrigation purposes and hydroelectric power.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R10E, Sections 7 and 8. Approximately 5 miles northeast of Taylorsville, CA.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Rattlesnake Hill Timber Sale</b> CE	- Vegetation management (other than forest products) - Special use management	In Progress: Scoping Start 10/12/2010	Expected: 04/2011	06/2011	Andrew Hart 530-283-7643 ajhart@fs.fed.us
<b>Description:</b> This project is proposed to sell trees felled and left in place by CA Department of Water Resources near the Rattlesnake Hill snow sensor site. This project would also fell and remove roadside hazard trees on NFS road 26N38 leading to the site. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34163">http://www.fs.fed.us/nepa/project_content.php?project=34163</a>					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Sections 33, 35, and 35; T26N, R8E, Sections 2 and 11. Trees would be removed at the Rattlesnake Hill snow sensor site and along 4.6 miles of NFS road 26N38 from Seneca road up to the snow sensor site.					
<b>Robbins, James &amp; Lois - new permit for an existing water system.</b> CE	- Special use management	Completed	Actual: 03/03/2011	07/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
<b>Description:</b> Continued operation and maintenance of an existing water system, consisting of a stream diversion with a 2' x 4' collection box and approximately 1,260' of buried steel and plastic pipeline. Supplies water for irrigation and firefighting purposes.					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 23. Approximately 1 1/2 miles east of Twain, California.					
<b>Snake Lake Campground Enhancement Project</b> EA	- Recreation management	In Progress: Scoping Start 12/29/2010 Est. 215 Comment Period Legal Notice 04/2011	Expected: 05/2011	06/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
<b>Description:</b> Improvements to the existing Snake Lake CG including 8 new equestrian campsites, 15 picnic tables, fire rings, grills, handicapped accessible route to the restroom, 8 horse corrals and mounting ramps, access road and spurs for new sites and thinning.					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Section 6, MDBM. Snake Lake Campground, 4 miles northwest of Quincy, CA.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Snake Lake Meadow Thinning II Project</b>	- Wildlife, Fish, Rare plants	In Progress: Scoping Start 12/01/2010	Expected: 04/2011	06/2011	Gary Rotta 530-283-0555 grota@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> This joint project with the Mule Deer Foundation proposes to improve summer range foraging habitat and maintain habitat diversity for the Sloat Deer Herd through piling and burning in order to maintain open, early seral and meadow habitat. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34921">http://www.fs.fed.us/nepa/project_content.php?project=34921</a>				
<b>Taylor Made Placer Exploration CE</b>	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R9E, Section 5, MDBM. Project treatments would occur on the east side of Snake Lake.				
	- Minerals and Geology	In Progress: Scoping Start 02/02/2011	Expected: 05/2011	06/2011	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> Plan of Operations for exploratory trenching in the Taylor Gulch area. The proposal includes excavation with a mini excavator to remove overburden. Material would be screened with a metal detector. Material will be replaced after processing.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 33 & 34, MDBM. Taylor Gulch, access is through Meadow Valley to NFS Road 23N16 to NFS Road 23N16A.				
<b>Union Pacific Railroad, Canyon Subdivision, Culvert Replacement Project EA</b>	- Land ownership management	In Progress: Scoping Start 11/10/2010 Est. 215 Comment Period Legal Notice 06/2011	Expected: 08/2011	09/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
	<b>Description:</b> Installing new culverts and construction of staging areas & access roads to facilitate the replacements. New culverts will be installed either in place of the existing culverts or above the existing structures (some existing culverts will be plugged)				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R4E, Sec 30; T22N, R4E, Sec 22; T24N, R6E, Sec 10; T25N, R6E, Sec 35; T25N, R9E, Sec 15 MDBM. Multiple Locations in Plumas and Butte Counties.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Waters 2011 Timber Stand Improvement Project</b>	- Vegetation management (other than forest products)	In Progress: Scoping Start 01/12/2011	Expected: 07/2011	08/2011	Linda Smith 530-283-7628 llsmith@fs.fed.us
<b>CE</b>	<b>*NEW LISTING*</b>	<b>Description:</b> The project would masticate approximately 589 acres of plantations in order to improve growth and vigor of residual trees, reduce stand brush fuel accumulations, and enhance the development of existing plantations into mature timber stands. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34893">http://www.fs.fed.us/nepa/project_content.php?project=34893</a>			
<b>Wildcat/Boulder Restoration Project</b>	<b>Location:</b>	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R8E, Sections 1-4, 8, 10-14, 17. T23N, R9E, Sections 6, 7, 18. T24N, R8E, Section 36. T24N, R9E, Sections 31 and 32. Project units surround Third Water Creek in Meadow Valley, CA between the Big Creek drainage and Deanes Valley.			
	- Watershed management	Developing Proposal Est. Scoping Start 09/2011	Expected: 07/2012	08/2012	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
	<b>Description:</b>	Stabilize stream bed, improve aquatic species passage, and reduce sediment transport rates. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=32416">http://www.fs.fed.us/nepa/project_content.php?project=32416</a>			
	<b>Location:</b>	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R12E, Sections 2 and 15; T24N, R 13E, Section 31; T28N, R12E, Sections 21, 26, 27 and 36. Boulder Creek and Thompson Creek, north of Antelope Lake.			

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This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

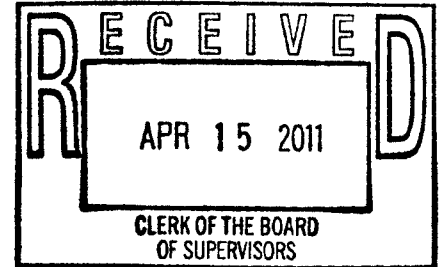
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281



**Joseph W. Cassady, D.O.,  
Health Officer**

Phone: (530) 749-6366

RECEIVED BY HEALTH  
BOARD MEMBER



Date: April 12, 2011  
To: Board of Supervisors  
Yuba County  
From: Dr. Joseph Cassady, D.O.  
Public Health Officer  
Subject: Vacation

A handwritten signature in black ink, appearing to be "J. Cassady", written over the "From:" line of the memo.

This memo will serve to advise that I will be out of state from Monday, June 6, 2011 through Thursday, June 16, 2011.

I have discussed this with Peach Tree Clinic, and they have agreed that the Peach Tree Clinic and Marysville Immediate Care will be available to see transported juveniles or adults with acute problems who are in custody at Juvenile Hall and the Jail. Dr. Genato has agreed to have a physician available in the mornings for sick call at Juvenile Hall and the Jail. Peach Tree Clinic's phone number is (530) 741-6245.

Dr. Mark Lundberg, Butte County Health Officer will be available to answer any questions that arise in my absence, related to public health. He can be reached at (530) 538-7699.

**BOS CORRESPONDENCE D**

**ONE STOP CENTER FOR BUSINESS & WORKFORCE DEVELOPMENT**

1114 Yuba Street, Marysville, CA 95901, Phone: (530) 749-4800, Fax: (530) 749-4988



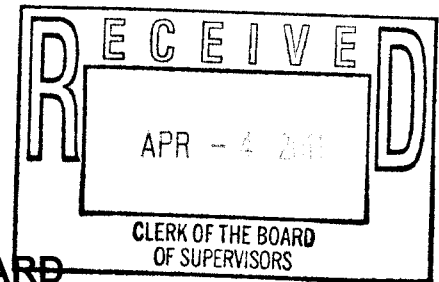
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## DEPARTMENT OF FISH AND GAME

**WILDLIFE CONSERVATION BOARD**

1807 13<sup>TH</sup> STREET, SUITE 103  
 SACRAMENTO, CALIFORNIA 95811  
 (916) 445-8448  
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State of California  
 Natural Resources Agency  
 Department of Fish and Game  
**WILDLIFE CONSERVATION BOARD**



Minutes  
 November 18, 2010

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DEPARTMENT OF FISH AND GAME

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**WILDLIFE CONSERVATION BOARD**

Minutes

November 18, 2010

The Wildlife Conservation Board met on Thursday, November 18, 2010, at the State Capitol, Room 4203 in Sacramento, California. Mr. John McCamman, Director of the Department of Fish and Game, called the meeting to order at 10:00 A.M., introduced himself, Ms. Karen Finn, Program Budget Manager, Department of Finance; Ms. Diane Colborn, Assembly Member Jared Huffman's representative; Ms. Erin Shaw, Assembly Member Ira Ruskin's representative; Mr. John Donnelly, Executive Director of the Wildlife Conservation Board, and Ms. Natalya Kulagina, Mr. Donnelly's Executive Assistant. Mr. McCamman turned the meeting over to Mr. Donnelly.

1. Roll Call

**WILDLIFE CONSERVATION BOARD MEMBERS**

John McCamman, Chairman  
Director, Department of Fish and Game

Karen Finn, Program Budget Manager  
Vice, Ana Matosantos, Member  
Director, Department of Finance

**JOINT LEGISLATIVE ADVISORY COMMITTEE**

Senator Fran Pavley

Teresa Schilling  
Vice, Senator Patricia Wiggins

Diane Colborn  
Vice, Assembly Member Jared Huffman

Erin Shaw  
Vice, Assembly Member Ira Ruskin

**EXECUTIVE DIRECTOR**

John P. Donnelly

**Wildlife Conservation Board Staff Present:**

John P. Donnelly, Executive Director  
Dave Means, Assistant Executive Director  
Peter Perrine, Assistant Executive Director  
Scott McFarlin, Public Land Management Specialist IV  
Debbie Townsend, Senior Land Agent (R.A.)  
Natalya Kulagina, Executive Assistant  
Liz Yokoyama, Senior Land Agent  
Janell Bogue, Staff Counsel  
Nancy Templeton, Staff Counsel  
Brian Gibson, Senior Land Agent  
Robert Kane, Senior Land Agent (R.A.)  
Tony Chappelle, Public Land Management Specialist IV  
William Gallup, Senior Land Agent

Erin Ingenthron, Office Technician  
Jasen Yee, Associate Budget Analyst  
Dawn Drowne, Staff Services Analyst  
Chad Fien, Public Land Management Specialist IV  
Roland Shield, Research Analyst I  
Ashley Lackey, Staff Services Analyst  
Celestial Baumbach, Office Technician  
Mary Westlake, Staff Services Analyst  
Teri Muzik, Senior Land Agent  
Jon Wilcox, Senior Land Agent  
Scott Clemons, Public Land Management Specialist IV (R.A.)  
Marilyn Cundiff, Public Land Management Specialist IV

**Others Present:**

Andy Atkinson, Department of Fish & Game  
Eric Haney, Department of Fish & Game  
Julie Horenstine, Department of Fish & Game  
Jennifer Navicky, Department of Fish & Game  
Kent Smith, Department of Fish & Game  
Larry Wyckoff, Department of Fish & Game  
Carl Studebaker, Department of Fish & Game (retired)  
Todd Ferrara, Natural Resources Agency  
E. J. Remson, The Nature Conservancy  
Gregg Werner, The Nature Conservancy  
Marlyce Myers, The Nature Conservancy  
Chris Fischer, The Nature Conservancy  
Trish Strickland, Trust for Public Land  
David Sutton, Trust for Public Land  
Erik Vink, Trust for Public Land  
Taylor Mee-Lee, Trust for Public Land  
Tasha Newman, CA Strategy Group  
Catherine Koehler, UC Davis  
Pat Dyas, Wildlife Conservation Board (retired)  
Bill Burrows, Red Bluff, CA  
Tory Burrows, Red Bluff, CA  
Bob King, TRI Commercial  
Athena Shlien, Malibu, CA  
Jamison Watts, North Coast Regional Land Trust  
Joel Reynolds, Natural Resources Defense Council  
Dave Burrows, Cottonwood, CA  
Duncan Estabrook, Red Bluff, CA  
Susan Schohr, Schohr Ranch, Inc.  
Suzanne Goode, Department of Parks & Recreation

Roberta Marshall, DMB Associates  
Edward Stanton, American Land Conservancy  
Melinda Marks, San Joaquin River Conservancy  
Tom Maloney, Tejon Ranch Conservancy  
Eileen Reynolds, Tejon Ranch  
Rob Stine, Tejon Ranch  
Derek Abbott, Tejon Ranch  
Allen Lyda, Tejon Ranch  
Kathleen Parkinson, Tejon Ranch  
Paul Hardy, Feather River Land Trust  
David Newbert, General Public  
Gretchen Lieff, General Public  
Marcia Hanscom, Wetlands Defense Fund  
Dan Taylor, Audubon California  
Frank Giordano, Member of Public  
Vicky Dawley, Big Bluff Ranch  
Wendy Sherman, Big Bluff Ranch  
Frank Dawley, Big Bluff Ranch  
Julie Taylor, Big Bluff Ranch  
Adele Pommerenck, Penn Valley, CA  
Paul Aigner, UC Davis  
Lauren Ward, Sonoma, CA  
Holly Dawley, Redding, CA  
Suzanne Easton, BRBNA Conservation Partnership  
Joseph Bride, Eagles Nest Cattle  
Tara Burrows, Red Bluff, CA  
Wendy Sherman, Red Bluff, CA  
Lynne Gould, Greenfield, CA  
Chris McArthur, McArthur, CA

Others Present (continue):

Mary Small, State Coastal Conservancy  
Kara Kemmler, State Coastal Conservancy

George McArthur, McArthur, CA  
Mark Abramson, Santa Monica  
Bay Restoration Foundation

Mr. Donnelly welcomed everyone to the Wildlife Conservation Board November 2010 meeting and reported that the first item on the agenda is an information item. Mr. Donnelly asked if there were any questions about this item. There were none.

2. Funding Status — Informational

(a)	2010-11 Wildlife Restoration Fund Capital Outlay Budget	
	Budget Act	\$1,000,000.00
	Previous Board Allocations	<u>-117,000.00</u>
	Unallocated Balance	\$883,000.00
(b)	2010-11 Habitat Conservation Fund Capital Outlay Budget	
	Budget Act	\$20,668,000.00
	Previous Board Allocations	<u>-0.00</u>
	Unallocated Balance	\$20,668,000.00
(c)	2009-10 Habitat Conservation Fund Capital Outlay Budget	
	Budget Act	\$20,668,000.00
	Previous Board Allocations	<u>-333,783.00</u>
	Unallocated Balance	\$20,334,217.00
(d)	2008-09 Habitat Conservation Fund Capital Outlay Budget	
	Budget Act	\$20,668,000.00
	Previous Board Allocations	<u>-2,542,490.00</u>
	Unallocated Balance	\$18,125,510.00
(e)	2006-07 Habitat Conservation Fund Capital Outlay Budget	
	Budget Act	\$20,699,000.00
	Previous Board Allocations	<u>-9,357,844.30</u>
	Unallocated Balance	\$11,341,155.70
(f)	2006-07 Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Fund Capital Outlay Budget	
	Budget Act (2010-11 Reappropriation)	\$15,224,000.00
	Previous Board Allocations	<u>-12,755,109.00</u>
	Unallocated Balance	\$2,468,891.00

- (g) 1999-00 Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Fund Capital Outlay Budget  
Continuously Appropriated [Sec. 5096.350 (a)(1), (2), (4) & (7)] \$36,100,000.00  
Previous Board Allocations -27,515,085.39  
Unallocated Balance \$8,584,914.61
- (h) 2004-05 California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund Capital Outlay Budget (2010-11 Reappropriation)  
  
Budget Act (San Joaquin River Conservancy Projects) \$11,000,000.00  
Previous Board Allocations -434,302.00  
Unallocated Balance \$10,565,698.00
- (i) Chapter 983, Statutes of 2002, Oak Woodlands Conservation Act  
  
Budget Act (2009-10 Reappropriation) \$4,800,000.00  
Previous Board Allocations -4,586,689.51  
Unallocated Balance \$213,310.49
- (j) 2001-02 California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund Capital Outlay Budget  
  
Continuously Appropriated (Section 5096.650) \$273,000,000.00  
Previous Board Allocations -185,331,174.82  
Unallocated Balance \$87,668,825.18
- (k) 2003-04 Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 Capital Outlay Budget (Section 79568)  
  
Budget Act (2010-11 Reappropriation) \$32,500,000.00  
Previous Board Allocations -21,681,299.35  
Unallocated Balance \$10,818,700.65
- (l) 2002-03 Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 Capital Outlay Budget  
  
Continuously Appropriated (Sections 79565 and 79572), including Chapter 81, Statutes of 2005 \$814,350,000.00  
2003-04 Budget Act Transfer to HCF from Section 79565 -21,000,000.00  
2004-05 Budget Act Transfer to HCF from Section 79565 -21,000,000.00  
2005-06 Budget Act Transfer to HCF from Section 79565 -4,000,000.00  
2005-06 Budget Act Transfer to HCF from Section 79572 -3,100,000.00  
2006-07 Budget Act Transfer to HCF from Section 79572 -17,688,000.00  
2007-08 Budget Act Transfer to HCF from Section 79572 -5,150,000.00  
2008-09 Budget Act Transfer to HCF from Section 79572 -1,000,000.00  
Previous Board Allocations -666,754,469.48  
Unallocated Balance \$74,657,530.52

- (m) 2010-11 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (San Joaquin River Conservancy Projects)	\$3,380,000.00
Previous Board Allocations	<u>-0.00</u>
Unallocated Balance	\$3,380,000.00

- (n) 2009-10 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (San Joaquin River Conservancy Projects)	\$10,000,000.00
Previous Board Allocations	<u>-0.00</u>
Unallocated Balance	\$10,000,000.00

- (o) 2008-09 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (San Joaquin River Conservancy Projects)	\$10,000,000.00
Previous Board Allocations	<u>-0.00</u>
Unallocated Balance	\$10,000,000.00

- (p) 2007-08 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget (2010-11 Reappropriation)

Budget Act (San Joaquin River Conservancy Projects)	\$10,000,000.00
Previous Board Allocations	<u>-75,000.00</u>
Unallocated Balance	\$9,925,000.00

- (q) 2009-10 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (NCCP Section 75055(c))	\$10,000,000.00
Previous Board Allocations	-0.00
2010-11 Budget Act Reversion	<u>-3,000,000.00</u>
Unallocated Balance	\$7,000,000.00

- (r) 2009-10 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Chapter 2, Statutes of 2009 (SB 8)	\$24,000,000.00
Previous Board Allocations	<u>-0.00</u>
Unallocated Balance	\$24,000,000.00



- (s) 2008-09 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (NCCP Section 75055(c))	\$25,000,000.00
Previous Board Allocations	<u>-1,180,000.00</u>
Unallocated Balance	\$23,820,000.00

- (t) 2007-08 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget (2010-11 Reappropriation)

Budget Act (NCCP Section 75055(c))	\$25,000,000.00
Previous Board Allocations	<u>-13,887,872.00</u>
Unallocated Balance	\$11,112,128.00

- (u) 2007-08 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (Section 75055(d)(1)), (2010-11 Reappropriation)	\$14,293,000.00
Previous Board Allocations	<u>-8,464,968.00</u>
Unallocated Balance	\$5,828,032.00

- (v) 2007-08 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (Section 75055(d)(2)), (2010-11 Reappropriation)	\$14,293,000.00
Previous Board Allocations	<u>-5,378,444.00</u>
Unallocated Balance	\$8,914,556.00

- (w) 2007-08 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Budget Act (Section 75055(d)(4)), (2010-11 Reappropriation)	\$4,762,000.00
Previous Board Allocations	<u>-1,722,600.00</u>
Unallocated Balance	\$3,039,400.00

- (x) 2006-07 Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 Capital Outlay Budget

Continuously Appropriated (Section 75055a)	\$164,700,000.00
Previous Board Allocations	<u>-14,490,000.00</u>
Unallocated Balance	\$150,210,000.00

Continuously Appropriated (Section 75055(b))	\$123,525,000.00
Previous Board Allocations	<u>-50,762,633.50</u>
Unallocated Balance	\$72,762,366.50

### **RECAP OF FUND BALANCES**

Wildlife Restoration Fund (a)	\$883,000.00
Habitat Conservation Fund (b), (c), (d) and (e)	\$70,468,882.70
Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Fund (f) and (g)	\$11,053,805.61
California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Bond Fund (h), (i) and (j)	\$98,447,833.67
Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (k) and (l)	\$95,567,185.94
Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w) and (x)	\$339,991,482.50

### **RECAP OF NATURAL HERITAGE PRESERVATION TAX CREDIT ACT OF 2000**

Chapter 113, Statutes of 2000 and Chapter 715, Statutes of 2004 Tax credits awarded through June 30, 2008	\$48,598,734.00
Chapter 220, Statutes of 2009 (effective January 1, 2010) Tax credits awarded	\$0.00

#### **3. Special Project Planning Account — Informational**

The Board has historically used a special project account to provide working funds for staff evaluation (appraisals, engineering, preliminary title reports, etc.) of proposed projects. Upon the Board's approval of a project, all expenditures incurred and recorded in the Special Project Planning Account are transferred to the Board approved project account which then reduces the Special Project Planning Account expenditures. This procedure provides a revolving account for the pre-project expenses.

Some appropriations now made to the Board do not include a specific budgeted planning line item appropriation necessary to begin a project without prior Board authorization. Pre-project costs are a necessary expenditure in most all capital outlay projects. The Special Project Planning Account is available to be used for these costs.

The Board, at its May 6, 1986 meeting, authorized the Executive Director to use up to 1% of a budgeted appropriation to set up and maintain an appropriate planning account with the provision it would be reported to the Board as an informational item.

Accordingly, a planning account has been set up as follows:

Safe Neighborhood Parks, Clean Water, Clean Air  
and Coastal Protection Fund ..... \$35,000.00

Habitat Conservation Fund ..... \$35,000.00

Mr. Donnelly provided a brief description on how a project planning account works. Mr. Donnelly explained that at the end of each agenda item, in addition to the allocation of a grant or the acquisition cost, there is an additional request for project expenses, and once the funding is approved by the Board, those funds, authorized by the Board for project-related expenses, are put back into the planning account. Mr. Donnelly commented that we try to keep the planning account whole as much as we can, but sometimes projects incur cost and are not completed and it is necessary to use planning account. Mr. Donnelly asked if there were any questions about this item. Ms. Finn asked if the most you can get from planning account at any time is \$70,000.00. Mr. Donnelly responded that it is up to one percent of the fund itself.

4. Proposed Consent Calendar (Items 4—17)

Mr. Donnelly reported that several letters of support were received for the following projects presented in Consent Calendar:

- **Item #\*11** (Eticuera Creek Watershed Habitat Restoration, Napa County) Letters of support received from: Noreen Evans, Assembly Member, District 7; Patricia Wiggins, Senator, Second Senate District; Rich Burns, Field Manager, Ukiah, United State Department of the Interior, Bureau of Land Management, Ukiah Field Office; Phillip Blake, District Conservationist, United States Department of Agriculture; Morgan Doran, Livestock and Natural Resources Advisor for Napa, Solano and Yolo Counties, University of CA, Agricultural and Natural Resources; Karl Burke, Closure Manager –McLaughlin Mine, Homestake Mining Company.
- **Item #\*13** (Insectaries for Pollinators and Farm Biodiversity, Sonoma County). Letters of support received from: Charlette Epifanio, District Conservationist, Natural Resources Conservation Services; Kathy Kellison, Executive Director, Partners for Sustainable Pollination; Ron Rolleri, Secretary, North Coast Resource Conservation & Development Council.

\*5. Approval of Minutes — August 26, 2010

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve the minutes of the August 26, 2010 meeting.**

**Motion carried.**

**\*6. Recovery of Funds**

The following projects previously authorized by the Board are now completed, and some have balances of funds that can be recovered and returned to their respective funds. It is recommended that the following totals be recovered and that the projects be closed.

**\$8,881.83** to the **Habitat Conservation Fund**  
**\$0.00** to the **Wildlife Restoration Fund**  
**\$1,191,838.99** to the **California Clean Water, Clean Air, Safe  
Neighborhood Parks, and Coastal Protection  
Fund**  
**\$43,795.21** to the **Water Security, Clean Drinking Water,  
Coastal and Beach Protection Fund of 2002**  
**\$735.00** to the **Safe Drinking Water, Water Quality and  
Supply, Flood Control, River and Coastal  
Protection Fund of 2006**

**HABITAT CONSERVATION FUND**

Montna Farms Wetland Restoration, Sutter County

Allocated	\$150,000.00
Expended	<u>-149,635.17</u>
Balance for Recovery	\$364.83

Truckee River Wildlife Area, Gray Creek Canyon Unit, Nevada County

Allocated	\$15,000.00
Expended	<u>-6,483.00</u>
Balance for Recovery	\$8,517.00

**Total Habitat Conservation Fund** **\$8,881.83**

**WILDLIFE RESTORATION FUND**

Kings River Fishing Access, Fresno County

Allocated	\$11,824.00
Expended	<u>-11,824.00</u>
Balance for Recovery	\$0.00

**Total Wildlife Restoration Fund** **\$0.00**

**CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD  
PARKS, AND COASTAL PROTECTION FUND**

California Fisheries Restoration Projects - 2007, Chorro Creek Floodplain and  
Riparian Restoration, San Luis Obispo County

Allocated	\$1,157,073.00
Expended	<u>-158.50</u>
Balance for Recovery	\$1,153,231.50

Eastern Mojave Desert Springs Habitat Restoration, San Bernardino County

Allocated	\$43,000.00
Expended	<u>-4,075.01</u>
Balance for Recovery	\$38,924.99

Kings River Fishing Access, Fresno County

Allocated	\$112,176.00
Expended	<u>-112,176.00</u>
Balance for Recovery	\$0.00

Pacifica Fishing Pier Improvements, San Mateo County

Allocated	\$500,252.00
Expended	<u>-500,252.00</u>
Balance for Recovery	\$0.00

**Total California Clean Water, Clean Air, Safe                    \$1,191,838.99**  
**Neighborhood Parks, and Coastal Protection Fund**

**WATER SECURITY, CLEAN DRINKING WATER, COASTAL AND BEACH  
PROTECTION FUND OF 2002**

Loch Lomond Marina Intertidal Enhancement, Marin County

Allocated	\$207,775.00
Expended	<u>-163,979.79</u>
Balance for Recovery	\$43,795.21

**Total Water Security, Clean Drinking Water, Coastal        \$43,795.21**  
**and Beach Protection Fund of 2002**

**SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD  
CONTROL, RIVER AND COASTAL PROTECTION FUND OF 2006**

Iron Mountain Wildlife Area, Expansion 4, San Diego County

Allocated	\$15,000.00
Expended	<u>-14,265.00</u>
Balance for Recovery	\$735.00

**Total Safe Drinking Water, Water Quality and                \$735.00**

## **Supply, Flood Control, River and Coastal Protection Fund of 2006**

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve the Recovery of Funds for the projects listed on pages 7 through 9 of the agenda and close the project accounts. Recovery totals include \$8,881.83 to the Habitat Conservation Fund; \$0.00 to the Wildlife Restoration Fund; \$1,191,838.99 to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund; \$43,795.21 to the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002; and \$735.00 to the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Fund.**

**Motion carried.**

- |  |              |
|--|--------------|
| *7. Fund Shift, Various Projects<br>Fresno, Madera and Monterey Counties | \$887,855.00 |
|--|--------------|

Mr. Donnelly pointed out that there is a wording modification in item #7 (Fund Shift, Various Projects; Fresno, Madera and Monterey Counties), and he'll be happy to pull this project for a discussion, if necessary. Mr. Donnelly reported that on page 11 of this agenda the first sentence on the top of the page says "The no cost time extensions are due, in part, to the Pooled Money Investment Account (PMIA) bond freeze." Mr. Donnelly commented that the account actually did not freeze the bonds, so Mr. Donnelly recommended that "Pooled Money Investment Account (PMIA)" should be taken out and further in that sentence remove the words "which recently lifted", and that sentence would read "The no cost time extensions are due, in part, to the bond freeze of December 2008." Then, in the next sentence, Mr. Donnelly recommended to take out the words "of the PMIA freeze", and that sentence would read "As a result, the Grantee's work was either slowed or stopped by the Grantor until funding for the project allocations could be secured from up front bond sale proceeds." Mr. McCamman asked if there is no material difference with these corrections. Mr. Donnelly confirmed that this is correct.

This proposal was to consider various fund shifts for six previously approved San Joaquin River (SJR) Conservancy and Wildlife Conservation Board (WCB) projects. The cooperative projects involve the SJR Conservancy, Department of Fish and Game, City of Fresno, County of Madera, and Ducks Unlimited, Inc. The proposed fund shifts are necessary to meet existing Grant Agreement obligations and will utilize funding authorized for the same purpose from a subsequent enactment year appropriation.

The table below outlines the fund shifts for the previously approved cooperative projects which include five projects for the SJR Conservancy from the California

Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40) and one project for the WCB from the Wildlife Restoration Fund (WRF).

Grant Agreement	Grantee	WCB Approval Date*	Project Name	County	Fund Shift Amount (Maximum)
WC-2043TC	City of Fresno	11/17/05	SJR Parkway, Lewis S. Eaton Trail, Friant Road Segment	Fresno	\$140,000.00
WC-6084TC	County of Fresno	05/24/07	SJR Parkway, Lost Lake Regional Park Master Plan	Fresno	\$223,445.00
WC-7019TC	SJR Conservancy	08/23/07	SJR Parkway, Lewis S. Eaton Trail River West CEQA	Fresno	\$125,600.00
WC-7056BT	Department of Fish and Game	02/20/08	SJ Hatchery Public Access, Phase I, Preconstruction Planning & Design	Fresno	\$187,500.00
WC-8004BT	County of Madera	05/22/08	SJR Parkway, River West-Madera Restoration Planning & Environmental Review	Madera	\$37,100.00
WC-9022AL	Ducks Unlimited, Inc.	05/27/10	Moss Landing Wildlife Area Public Access	Monterey	\$174,210.00
<b>Total (Maximum Amount)</b>					<b>\$887,855.00</b>

\* The project descriptions for the previously approved items may be viewed at [www.wcb.ca.gov](http://www.wcb.ca.gov) in the WCB Meeting Minutes for the respective Board meeting.

The fund shifts for the SJR Conservancy projects are necessary as the Grant Agreements require no cost time extensions in order for the Grantee's to fulfill existing obligations. The no cost time extensions are due, in part, to the bond freeze of December 2008 which recently lifted. As a result, the Grantee's work was either slowed or stopped by the Grantor until funding for the project allocations could be secured from up front bond sale proceeds. The current allocations for these Grantee obligations are due to revert at the end of the fiscal year.

With regard to the Moss Landing Wildlife Area Public Access project, the fund shift is necessary due to an accounting error wherein a previous approved WCB project allocation was paid from a later year appropriation from the same fund source for the same purpose. The error was discovered during reconciliation and within one week of release of the monthly Agency Reconciliation Report. A Correction Memorandum was immediately sent to the State Controllers Office (SCO); however, the SCO was unable to revive the reverted appropriation. This unfortunate situation has left a cash shortage in the appropriation from which the Moss Landing Wildlife Area Public Access project was funded requiring the WCB

to fund shift a part of this Grantee obligation to the current fiscal year WRF appropriation established for the same purpose.

The table outlines the maximum amount proposed for the fund shift. The amount of the shift will be based on the unliquidated agreement balance at the time of the fund shift. A revised Funding Certification will be prepared for each Grant Agreement and submitted to the SCO. The fund shifts will utilize funding authorized for the same purpose from a subsequent fiscal year appropriation. The shifted amounts from the previous WCB allocations will be recovered and returned to their respective fund sources; therefore, the net effect of the project fund shift on the WCB allocation for the project is zero.

Staff recommended that the Wildlife Conservation Board approve the fund shifts as proposed; allocate up to \$713,645.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5); allocate up to \$174,210.00 from the Wildlife Restoration Fund; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve the fund shifts as proposed; allocate up to \$713,645.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5); allocate up to \$174,210.00 from the Wildlife Restoration Fund; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- |   |             |
|---|-------------|
| *8. Hamilton City Flood Damage<br>Reduction and Ecosystem Restoration<br>Glenn County | \$10,000.00 |
|---|-------------|

This proposal was to consider the disposal of 120± acres of a larger 482± acre property located in the Sacramento River Conservation Area, Expansion 4 (Expansion 4), and to authorize the reuse of the proceeds to acquire 104± acres in fee title for the protection of riparian and riverine habitat supporting threatened and endangered species. The property was acquired with a Wildlife Conservation Board (WCB) grant to The Nature Conservancy (TNC), which was approved by WCB in November 2001.

LOCATION

The disposal property and proposed acquisition property (Stiles Ranch) are located approximately 10 miles west of Chico and southeast of the Hamilton City, on the west side of the Sacramento River in Glenn County. Both properties are improved with orchards and are located outside the immediate



levee system of the Sacramento River. Various governmental agencies and nonprofits own property within the vicinity, including TNC, Department of Fish and Game (DFG), California Department of Parks and Recreation (DPR) and the U.S. Fish and Wildlife Service (USFWS).

The DFG's Sacramento River Wildlife Area (SRWA) is located further east of Expansion 4, along the Sacramento River. SRWA is 1,078± acres in size and was acquired in a number of separate transactions between the late eighties and early nineties. USFWS holdings in the area include the Sacramento River National Wildlife Refuge (SRNWR), located immediately north of Stiles Ranch property. Immediately east of the Stiles Ranch property is the Bidwell - Sacramento River State Park.

The Expansion 4 property lies on the protected side of the J levee, outside the main floodplain of the Sacramento River. When Expansion 4 was presented to the Board in 2000 for funding, it was anticipated the new setback levee would run through the middle of the Expansion 4, from north to south. The portion of the Expansion 4 located on the river side of the levee would be restored to riparian habitat and the portion outside the levee would be excess and considered for disposal.

#### PROJECT DESCRIPTION

Since the early 2000s, the WCB has approved six grants for acquisitions and expansions at its meetings under the title of the Sacramento River Conservation Area (SCRA). The WCB's grant to acquire Expansion 4 was one of these. The SCRA acquisitions provide protection of riparian habitat for threatened and endangered species and public access, as well as assistance in the implementation of the Hamilton City Flood Damage and Ecosystem Restoration project (Flood and Ecosystem Project).

The two main objectives of the Flood and Ecosystem Project are to expand the floodplain to create a more natural hydrology, increasing riverine and riparian habitat and provide an improved level of flood protection for Hamilton City. The riparian areas will provide an important seasonal habitat for migratory birds, waterfowl, native amphibians and salmonids. This includes a number of federal and State listed threatened and endangered species, such as the western yellow-billed cuckoo, giant garter snake, greater sandhill crane, bank swallow, western pond turtle and Swainson's hawk. Improved riverine habitat will provide improved spawning areas for the central valley steelhead and winter-run Chinook salmon. With regard to Expansion 4, the Flood and Ecosystem Project essentially called for the removal of a private levee, referred to as the J levee, and construction of a new (setback) levee further away from the river.

At this time, the current configuration of the Setback Levee Project has been established so that excess portion of Expansion 4 can be determined. Part of this proposal is for TNC to dispose of the excess 120± acres of Expansion 4

and reuse the proceeds from this disposal to assist in the acquisition of additional property along the Sacramento River. The acquisition will further implement the Flood and Ecosystem Project. The Stiles Ranch property is located within the boundary area of the Flood and Ecosystem Project and will allow for the construction of the new setback levee and the further restoration of riparian habitat within the newly expanded floodplain area of the Sacramento River.

#### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, which will evaluate the biological values of property. In this particular case the DFG, as a member of the Sacramento River Conservation Area Forum (SRCAF), authorized acquisition of properties lying within the boundary of the purview of the SRCAF.

The SRCAF was established from Senate Bill 1086, passed by the State Legislature in 1986, calling for development of a management plan to protect, restore and enhance fisheries and riparian habitat along the Sacramento River and its tributaries along the 222 miles of the Sacramento River between Keswick and Verona. The SRCAF is governed by a board of directors that includes both private landowners and public interest appointees from each of the seven involved counties and an appointee of the Natural Resources Agency. The SRCAF is advised by a panel of representatives from three State agencies: the Department of Water Resources, DFG and the Reclamation Board; and three federal agencies: the Army Corps of Engineers, the USFWS and the Bureau of Reclamation. Both proposed projects have been presented to the SRCAF Board as informational items.

#### MANAGEMENT OBJECTIVES AND NEEDS

TNC and its partners, including the USFWS, the DFG, the WCB, and stakeholders participating in the SRCAF, have undertaken the largest riparian restoration project in the United States. The goal is to restore a continuous 100-mile stretch of ecologically viable riparian habitat to flood-prone lands along the river between Red Bluff and Colusa. On some sites the river will revegetate its banks and meander through the natural process of winter flooding and deposition. On other sites, TNC is contracting with local farmers to plant native trees and shrubs, pumping money into the local economy and helping to generate interest and involvement in local communities in the fate of the river ecosystem.

TNC, the USFWS, the DFG, and the WCB have acquired 14,000 acres along the river. Three thousand acres have been restored thus far to native riparian forest.

TNC intends to manage the properties in the immediate future, with the possibility of combining Expansion 4 with the adjacent SRWA, Pine Creek Unit. The Stiles Ranch property could potentially be added to the SRNWR.

### TERMS

The grant for Expansion 4 provides that the Grantee, TNC, may dispose or transfer ownership of all or a portion of the property with the approval of the WCB Executive Director. The Executive Director has authorized the disposal of the excess portions of Expansion 4. Those proceeds are to be held in an escrow account. If approved by the Board, the funds will be used to help acquire the 104± acre Stiles Ranch property. The newly acquired Stiles Ranch property will also fall under the terms of the grant agreement and a Notice of Unrecorded Grant referring back to the original agreement will be recorded on the property. If the Board does not approve, then the funds will be returned to the WCB. The remaining portions of Expansion 4 will remain encumbered by the grant terms of the original agreement.

It is understood both the value of the disposed portion of Expansion 4 and the purchase price of the Stiles Ranch property will be based on the fair market value appraisals, approved by the Department of General Services (DGS) on August 26, 2010 (Expansion 4, Vereschagin property), and September 13, 2010 (Stiles Ranch property).

The terms and conditions of the existing grant still require staff of the WCB to review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition and disposal of the two subject properties. In the event of breach of the grant terms, the WCB can encumber the properties with a conservation easement and seek reimbursement of funds.

### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

Disposal of Expansion 4 (dry side)	\$672,581.00
Purchase Stile Ranch Property	- 934,257.00
TNC contribution (via DWR grant)	<u>261,676.00</u>
TOTAL	\$0.00
Other Project-related Costs:	\$10,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$10,000.00</u></b>

It is estimated that an additional \$10,000.00 will be needed to cover project-related expenses, including DGS review costs.

#### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund (Proposition 117), Section 2786 (b/c)(1E) that provides funding for protection of threatened and endangered species within floodplains and is consistent with the objectives of this project. The original funding source used for Expansion 4 was the Habitat Conservation Fund (Proposition 117), Section 2786 (b/c) that provides funding for protection of threatened and endangered species and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The Department of Fish and Game has reviewed this proposal and recommends it for approval

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$10,000.00 from Habitat Conservation Fund (Proposition 117), Section 2786 (b/c)(1E) for internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve this project as proposed; allocate \$10,000.00 from Habitat Conservation Fund (Proposition 117), Section 2786 (b/c)(1E) for internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*9. Loch Lomond Vernal Pool  
Ecological Reserve Exchange  
Lake County \$25,000.00

This proposal was to consider the acceptance of 1.7± acres and the disposal of 1.4± acres through an exchange of fee title land between the Department of Fish and Game (DFG) and a private landowner to expand protection of vernal pool habitat at the Loch Lomond Ecological Reserve (Reserve). The proposed exchange will complete the DFG's acquisition of the complete vernal pool while disposing of property not related to the protection of critical habitat. The exchange will ensure that the total vernal pool is protected from unauthorized use but will be available for visits by schoolchildren and researchers.

#### LOCATION

The subject property is located adjacent to the community of Loch Lomond, along the north side of State Highway 175 corridor, within the Big Canyon/ Putah Creek Watershed, in Central Lake County. The area consists of vernal pool habitat, healthy, large conifers, black oak, and an understory of manzanita, mountain-mahogany and ceanothus. Most of the surrounding development is rural residential with some small commercial development in the vicinity.

#### PROJECT DESCRIPTION

The proposed exchange will complete the DFG's acquisition and protection of the intended vernal pool habitat within the Reserve. The Reserve was created by three prior acquisitions, totaling approximately 13 acres. The exchange will increase the area to 14± acres and complete the last piece necessary to provide full protection of vernal pool complex. Currently there are plans to construct a perimeter fence around the entire project area once the exchange is completed. The disposal area was acquired under one of the prior acquisitions, and has been reviewed by DFG and determined not to contain any significant habitat values.

A survey of the subject property was completed by licensed staff from the California Department of Forestry and Fire Protection (CalFire). The survey was given to the real estate appraiser and will be used to record a new parcel map for the area if the project is approved. The subject property contains a Northern Ash Flow Vernal Pool and is one of two protected in the Napa-Lake County region. It contains rare, endemic vernal pool plants, including button-celery, many flowered navarretia, few-flowered navarretia, and Konocti manzanita. Acquisition of the property will also increase the public's educational opportunities, with educational field trips and access provided under the direction of DFG staff.

#### WCB PROGRAM

The proposed exchange is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original

enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.), which gives the WCB the authority to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, which evaluates the biological values of property and whether or not to recommend it for funding.

#### MANAGEMENT OBJECTIVES

The maintenance, conservation, security and caretaker services on the property will be managed by the DFG's North Central Region staff. The DFG already has the fencing materials needed to enclose the property, and installation will be handled by the DFG's staff. Any additional costs associated with this project will be nominal and absorbed under the current operation and maintenance budget for the Reserve.

#### TERMS

The property owner has agreed to trade the property for a portion of the existing ecological reserve. Both properties were appraised for \$67,000.00 by a local independent appraiser, and the appraisals were reviewed and approved by the Department of General Services (DGS). The terms and conditions of the proposed exchange agreement provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, exchange documents, escrow instructions and instruments of conveyance prior to recordation of the deeds transferring title to the properties.

#### PROJECT FUNDING

This project is an even exchange. There are no capital costs for this project.

Other project-related costs:	\$25,000.00
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<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$25,000.00</u></b>
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It is estimated that \$25,000.00 will be needed for internal project-related expenses, including title insurance, fifty percent of the escrow fees, appraisal review costs by the DGS and the survey costs incurred by the CalFire.

#### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund (Proposition 117), Section 2786(b/c)(1E), that allows for the protection of habitat for threatened and endangered species and preservation of wildlife values within a floodplain or flood corridors and is consistent with this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for

fish and wildlife conservation purposes, and under Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space and habitat. Subject to approval by the WCB, a Notice of Exception will be filed with the State Clearinghouse.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$25,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(b/c)(1E), for internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve this project as proposed; allocate \$25,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(b/c)(1E), for internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*10. Swiss Ranch, Expansion 3 \$430,000.00  
Calaveras County

This proposal was to consider the acquisition by the Department of Fish and Game (DFG) of a conservation easement over 304± acres to maintain and protect unfragmented habitat in Calaveras County for the migratory Rail Road Flat deer herd, protection of oak woodland, hardwood-conifer, mixed chaparral, and riparian habitats for black bear, mountain lion, and bobcat, and contribute to linkages and corridors between upper and lower Sierra habitat. The DFG will hold and monitor the conservation easement.

#### LOCATION

This privately owned property is located in central Calaveras County, along Swiss Ranch Road approximately 18± miles northeast of San Andreas, between the communities of Mountain House and Rail Road Flat. The property is within the approved Railroad Flat Deer Winter Range Conceptual Area Protection Plan (CAPP). The Board allocated funding in 1985, 1988 and 1998 for the purpose of acquiring conservation easements on lands immediately south and west of the subject property. Last year, the property owner donated a conservation easement to Calaveras County over a separate 197± acres immediately east of this property thereby completing a linkage between Eagle Ridge to the immediate west with federal forest and Bureau of Land Management (BLM) land to the immediate east. The BLM land extends to

federal forest land to its east and south with DFG managed Sheep Ranch Wildlife Area. In close proximity, but non-contiguous, are the Calaveras Big Trees State Park and more federal forest land to the east and southeast.

#### PROJECT DESCRIPTION

This conservation easement will preserve and protect in perpetuity migratory deer habitat, oak woodland, hardwood-conifer, mixed chaparral, and riparian habitats for black bear, mountain lion, and bobcat. The conservation easement will provide habitat corridors and connectivity between adjacent lands that have been preserved for conservation purposes. The key species benefiting from this proposed conservation easement are migrant California mule deer, with the entire property providing winter habitat forage for large numbers of migrant deer. The ranch also supports a variety of other wildlife, including black bear, mountain lion, bobcat, coyote, and California quail. Other species that will benefit from the acquisition include ringtail cats and golden eagles.

According to the DFG's Railroad Flat deer herd management plan, 75 percent of the winter range of this herd is privately owned. Land uses in the area are gradually changing from large acreage cattle ranches to small acreage ranchettes, potentially reducing the property's wildlife values, making public protection critical to protection of this herd.

#### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG evaluating the biological values of property through development of a Conceptual Area Protection Plan (CAPP). The CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

This project provides the DFG with an opportunity to protect critical habitat, benefiting a host of wildlife species, while incurring very little management costs. It is estimated that 1-2 person days per year would be needed to conduct an onsite inspection to monitor the conservation easement area. DFG will hold title to the easement and will monitor the property on an annual basis to ensure that conservation easement conditions are being met. Monitoring costs will be covered and absorbed under the current regional operation and maintenance (O&M) budget.



### TERMS

The property owner has agreed to sell the conservation easement to the DFG for the Department of General Services (DGS) approved appraised fair market value of \$410,000.00. The terms and conditions of the proposed property acquisition agreement provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. Additionally, DFG staff will be responsible for monitoring the property at least once annually.

### PROJECT FUNDING

The WCB will fund the entire purchase price of the easement which is \$410,000.00.

<b>Wildlife Conservation Board</b>	<b>\$410,000.00</b>
Other Project-related Costs	<u>20,000.00</u>
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$430,000.00</u></b>

It is estimated that an additional \$20,000.00 will be needed to cover project-related expenses, including appraisal costs, DGS review costs, and escrow fees bringing the total recommended allocation for this proposal to \$430,000.00.

### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund (Proposition 117), Section 2786 (a) that provides funding for protection of deer, mountain lion, and oak habitats and is consistent with the objectives of this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The DFG has reviewed this proposal and recommends it for approval.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$430,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(a), to cover the acquisition and internal project-related expenses; authorize staff to enter into appropriate agreements

necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve this project as proposed; allocate \$430,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(a), to cover the acquisition and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*11. Eticuera Creek Watershed Habitat Restoration \$515,000.00  
Napa County

This proposal was to consider the allocation for a grant to the Land Trust of Napa County for a partnership project with the State Coastal Conservancy, the U.C. McLaughlin Reserve, the Blue Ridge Berryessa Natural Area Conservation Partnership, and the Department of Fish and Game (DFG) to restore riparian habitat in the Eticuera Creek Watershed.

#### LOCATION

The project is located in the Eticuera Creek Watershed between the town of Knoxville and the north shore of Lake Berryessa in Napa County. The project is located on three separate ownerships: property owned by the Homestead Mining Company (HMC), but managed through long-term agreement by the University of California McLaughlin Reserve (McLaughlin), a second portion that is privately owned, and the remainder of the project is on the Knoxville Wildlife Area, owned by the Department of Fish and Game (DFG).

#### PROJECT DESCRIPTION

The Eticuera Creek Watershed has for millenia supported riparian habitat, one of the most important habitats for wildlife in California. Statewide, most of this habitat type has been impacted by human activities through development, agriculture, and flood control. This particular watershed has been altered primarily by mining and the introduction exotic invasive plant species. Exotic invasive plant species like tamarisk, one of the main targets of this project, out-compete native plants and provide little wildlife habitat value. In some areas of the State, tamarisk has formed a complete monoculture in riparian corridors, excluding all native vegetation.

This project is a watershed-wide endeavor addressing multiple issues with multiple partners in a four pronged approach:

1. Knoxville Creek at the Knoxville town-site has been heavily impacted by both gold and mercury mining. While no longer present, a mining town was once located on the banks of Knoxville Creek and, as a consequence, nearly all riparian vegetation was removed. Later, mine tailings were disposed of along the creek banks. HMC, the current owner of the area, is in the process of moving these mine tailings away from the Knoxville Creek channel to protect water quality in the creek. While HMC owns the property, it is managed through long-term agreement by McLaughlin, and HMC is not required to replant with native plants or control invasive species. WCB funding will allow for the enhancement of the aquatic and habitat benefits of the project by eliminating exotic invasive species on the site and planting both woody and herbaceous native riparian species on 21.6 acres of floodplain created by the removal of the tailings. Additional riparian vegetation will be installed along 3500 lineal feet of creek channel. The floodplain plants will be irrigated for three years after planting and all plants will be monitored and replanted as necessary to achieve 80% survivorship.
2. Portions of Knoxville Creek at the Knoxville town site have become heavily incised and disconnected from the floodplain as a result of human activity along the creek. A hydrologic study will be implemented to identify solutions to restore more natural creek morphology and function, which will be implemented in future projects.
3. In 2002 and 2006, the Board funded a two-phase project to remove tamarisk from Knoxville and Elicuera Creeks on the Knoxville Wildlife Area. This project will continue that work on other creeks and properties in the watershed. These will include Elicuera Creek, Adams Creek and Nevada Creek on the Gamble Ranch and Long Canyon Creek, Zim Zim Creek and Nevada Creek on the Knoxville Wildlife Area. In addition, Elicuera Creek on the newly acquired Todd Ranch portion of the wildlife area will also be treated.
4. Barbed goatgrass, an exotic invasive grass, has begun to invade the Elicuera Creek watershed. This species is of particular concern because it can invade serpentine seeps, a rare wetland type with endemic plants that would be highly susceptible to such an invasion. This has already occurred in nearby watersheds. This portion of the project will control the invasion in its early stages, before it is irreversible. Preliminary surveys and mapping have been done in anticipation of herbicide treatments to be funded by this grant.

#### WCB PROGRAM

This project is funded through the California Riparian Habitat Conservation Program and meets program's goal of increasing riparian habitat across California by implementing riparian habitat restoration projects.

### MANAGEMENT OBJECTIVES AND NEEDS

According to the Grant Agreement, signed by both the Grantee and Landowners, the five-year implementation period is to be followed by long-term management of the project by the Grantee for riparian habitat values for at least 25 years. Furthermore, all areas where tamarisk, barbed goatgrass and other invasives were removed by this project will be monitored for reinvasion and retreated when necessary.

This project will meet the objectives of the Knoxville Wildlife Area Management Plan, The U.C. McLaughlin Reserve Management Plan and the Blue Ridge Berryessa Natural Area Conservation Framework.

### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$515,000.00</b>
State Coastal Conservancy	118,113.00
Homestake Mining Company	100,000.00
Other Partners	<u>92,500.00</u>

<b><u>TOTAL</u></b>	<b><u>\$825,613.00</u></b>
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Project costs will be for project management; hydrologic assessment and mapping; planning and design; site preparation; weed control; planting; irrigation and plant protection; maintenance; monitoring/evaluation; replanting; and project administration.

### FUNDING SOURCE

The proposed funding sources for this project are the Habitat Conservation Fund (Proposition 117), Section 2786 (e/f)(1E) and the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650. Respectively, these sources provide funding for the protection, restoration or enhancement of riparian habitat located in floodplains and for habitat that provides corridors linking separate habitat areas to prevent habitat fragmentation. They are consistent with the objectives of this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The DFG has reviewed this proposal and recommends it for funding by the WCB. The DFG, as lead agency, has prepared and filed a Mitigated Negative Declaration for the project and staff has prepared written findings based upon the Mitigated Negative Declaration. Subject to approval by the WCB, a Notice of Determination will be filed with the State Clearinghouse.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$370,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786 (e/f)(1E) and

\$145,000.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$370,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786 (e/f)(1E) and \$145,000.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*12. Napa-Sonoma Marshes Wildlife Area, \$10,000.00  
American Canyon  
Napa County

This proposal was to consider the acceptance of 352± acres of land for the Department of Fish and Game (DFG) for protection of bay wetlands, as an addition to the DFG's Napa-Sonoma Marshes Wildlife Area. The property contains scarce salt marsh habitat that support a number of waterfowl and shorebirds species in the San Francisco North Bay area, including a number of listed species.

#### LOCATION

The subject property is located east of the Napa River, along Eucalyptus Drive, on the western edge of the City of American Canyon, in Napa County. The property abuts up to the northeast edge of the DFG Napa-Sonoma Marshes Wildlife Area (Wildlife Area) at an area referred to as the American Canyon Unit salt plant site. Portions of the project site are encumbered with an easement for development and connection with the San Francisco Bay Trail in Napa County that runs along the eastern border of the Wildlife Area, north toward the City of Napa.

#### PROJECT DESCRIPTION

The original site was acquired from the Port of Oakland, with funding provided by a CALFED grant, requiring at least 70% of the property be deeded to DFG. The other 30% is being retained by the City of American Canyon as public open space. The property is being accepted by the DFG and will be assembled into the Wildlife Area. The property is predominately bay wetlands,

and there are no plans for any future restoration. The habitat on the property will support waterfowl and shorebird species, including California clipper rail, California black rail, salt marsh yellow throat and western snowy plover.

#### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.), which gives the WCB the authority to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, which evaluates the biological values of property and whether or not to recommend it for funding.

#### MANAGEMENT OBJECTIVES AND NEEDS

The property will be assembled into the Wildlife Area and managed as tidal wetlands by the DFG. There are no pumps or hard structures on site requiring maintenance. The bay trail will be managed by the City of American Canyon. Because the property is primarily a wetland in its current condition, and is being assembled to wetland areas, any operation and maintenance costs are expected to be nominal and easily absorbed under the current operating and maintenance budget of the Wildlife Area.

#### TERMS

The original CALFED grant used to acquire the property was for \$2,600,000.00. The grant funding terms allows for the protection, restoration and enhancement wetlands and the transfer of the property to DFG. Staff has reviewed the title documents and conferred with DFG staff, and have agreed to accept the property subject to the terms of the CALFED grant agreement.

#### PROJECT FUNDING

This is a non-cash transfer from the City of American Canyon to DFG. The purchase price is \$0.00.

Other Project-Related Costs:	\$10,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$10,000.00</u></b>

It is estimated that \$10,000.00 will be needed for internal project-related expenses, including title insurance, escrow fees, and review charges by the Department of General Services.

#### FUNDING SOURCE

The proposed funding source for this project is the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(c), which allows for protection of wetland habitat within the San Francisco Bay Area and is consistent with this project.

## ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for fish and wildlife conservation purposes, and under Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space and habitat. Subject to approval by the WCB, a Notice of Exception will be filed with the State Clearinghouse.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$10,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(c), for internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve this project as proposed; allocate \$10,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(c), for internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- |   |             |
|---|-------------|
| *13. Insectaries for Pollinators and Farm Biodiversity<br>Sonoma County | \$73,000.00 |
|---|-------------|

This proposal was to consider the allocation for a grant to Gold Ridge Resource Conservation District (Grantee) for a cooperative project with the Natural Resources Conservation Service, the Sonoma County Fish and Game Commission, the Community Alliance with Family Farmers, Farm Stewards and the landowners to restore and enhance wildlife and pollinator habitat by maximizing nesting and food sources for a variety of native bee species on eight privately owned properties located in Sonoma County.

## LOCATION

The project is located in western Sonoma County in the Green Valley Creek Watershed, Salmon Creek Watershed, and Blucher Creek Watershed between the towns of Santa Rosa and Bodega Bay.

## PROJECT DESCRIPTION

Native bees and other beneficial insects play an integral role in California farm industries, pollinating one-third of all food crops and numerous native plant species that compose the State's agricultural and biological diversity. Despite their significance, populations of native and European bees throughout the U.S. have crashed dramatically over the past several decades. Concerned for both their own farm productivity and the vitality of the landscape around them, innovative producers have sought to restore and enhance pollinator habitat and attract bees back to their farms.

This project represents a collaborative effort with the Gold Ridge Resource Conservation District (GRRCD), the Community Alliance with Family Farmers (CAFF), and Farm Stewards to create and improve substantial pollinator habitat on eight working farms in western Sonoma County. The partners will work with participating landowners to develop and implement Pollinator Farm Plans. These plans are comprehensive property assessments that will be designed to maximize nesting and food sources for a variety of native bee species while providing secondary benefits such as pest management, improved water and soil quality, and harvestable products. Efforts will focus on innovative applications of insectary habitat creation, such as drought-tolerant hedgerows on non-irrigated rangeland, and an emphasis on non-Pierce's disease host plants for vineyards. Particular emphasis will be given to habitat creation for native bee species, which have been shown to be resilient to many of the current threats to managed honeybees, and essential to many plant species throughout California. The project will include the creation of field borders, nesting structures, appropriate cover crop mixes, contour buffer strips and drift barriers, critical area planting, filter strips, riparian and farm pond revegetation, and pest management practices. Plantings will be specifically designed to provide year-round pollen and nectar sources and shelter for native bees and other pollinators, while also harboring other beneficial predatory insects that control crop pests. Planting areas will also provide essential wildlife corridors for birds and mammals, while improving riparian and pond habitat for aquatic species.

The project will take place on eight privately owned farms that represent a range of agricultural land uses, including conventional and organic vineyards, an organic orchard, organic vegetables, and grazed rangelands. The plantings will be installed to create insectary habitat throughout the eight properties, using available spaces that will expand riparian areas and provide wildlife corridors along fence lines.

## WCB PROGRAM

This project is funded through the Ecosystem Restoration on Agricultural Lands Program and meets program's goal of assisting farmers in integrating agricultural activities with ecosystem restoration and wildlife protection.



### MANAGEMENT OBJECTIVES AND NEEDS

The Grantee has agreed to manage and maintain the facilities for 25 years, pursuant to the terms and conditions of the grant. If at any time during the life of the project, the grantee is unable to manage and maintain the project improvements, they will refund to the State of California an amortized amount of funds based on the number of years left on the project life.

### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$73,000.00</b>
Natural Resources Conservation Service	71,520.00
Sonoma County Fish and Wildlife Commission	7,495.00
Gold Ridge Resource Conservation District	8,400.00
Landowners	<u>42,000.00</u>
<b><u>TOTAL Project Cost</u></b>	<b><u>\$202,415.00</u></b>

Project costs will be for planting and irrigation, nursery plants, materials, vegetation maintenance, and project signs; and project design, construction supervision, and administration.

### FUNDING SOURCE

The proposed funding source for this project is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund (Proposition 84), Section 75055(d)(4). This funding allows for assisting farmers in integrating agricultural activities with ecosystem restoration and wildlife protection, and is consistent with the objectives of this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

This restoration project is exempt under Sections 15304 of the CEQA Guidelines because the project will consist of a minimal amount of earthmoving and there will be no negative impacts to the physical environment that would reduce its ability to produce native or agricultural plants. Subject to approval by the WCB, the appropriate Notice of Exemption will be filed with the State Clearinghouse. The DFG has reviewed this proposal and recommends it for funding by the WCB.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$73,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(4); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation**

**Board approve this project as proposed; allocate \$73,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(4); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*14. Goleta Slough Ecological Reserve Restoration, \$366,000.00  
Augmentation and Change of Scope  
Santa Barbara County

This project was to consider the allocation for a funding augmentation and change of scope for a grant to the Land Trust of Santa Barbara County (LTSBC) for a cooperative project with the Army Corps of Engineer and the Federal Aviation Administration to restore and enhance the Department of Fish and Game's Goleta Slough Ecological Reserve (Reserve).

#### LOCATION

The project is located within the City of Goleta, adjacent to and south of the Goleta Airport, in Santa Barbara County. The Reserve area was once part of an estuarine ecosystem connected directly to the tidal influences of the Goleta Slough. During World War II, portions of the Reserve were filled in and developed, restricting tidal action and effectively eliminating the estuarine areas. More recently, the Reserve area was purchased by the California Department of Transportation as a potential highway route. Plans for the route were abandoned and the property was later conveyed to the DFG. Today, the Reserve functions mostly as a freshwater wetland and upland habitat, trapping rain and run-off water from surrounding development.

The Reserve is long and triangular in shape, bounded by the University of California, Santa Barbara (UCSB) on the south, Goleta Airport property to the west and the airport and light industrial uses to the north. A major thoroughfare, Los Carneros Road, runs north-south essentially through the middle of the reserve, dividing it into two main units connected by culverts, referred to as the West Unit and East Units.

#### PROJECT DESCRIPTION

The goal of project is to enhance and expand wetland habitat values throughout the 34.41 acres owned by the DFG in the Reserve by: (a) creating seven acres of new wetlands, (b) removing non-native plant species; (c) improving hydrologic conditions to sustain existing wetlands; (d) removing man-made features; (e) enhancing upland habitats adjacent to wetlands; (f) providing for future tide circulation opportunities; and (g) providing up to five years maintenance and monitoring to ensure the success of the project.

### West Unit

The West Unit is approximately 12 acres in size. Work on the West Unit, referred to as Phase 1, entailed removal of fill materials, grading and contouring to expand and enhance wetland areas, culvert removal and improved water conveyance, removal of non-native plants and replanting of native vegetation within the wetland and upland areas, and construction of a public access trail with interpretive signs along the southern perimeter of the site. Most of the Phase 1 work on the West Unit is completed, though some infill planting, maintenance and monitoring are still required.

### East Unit

The East Unit is approximately 22 acres and contains freshwater wetlands, upland areas and a tidally-influenced channel. The site also contains two old military bunkers and roads and parking areas that are used by the UCSB facilities operations. The proposed work on the east Unit includes creation of seven acres of new wetland; removal of non-native plants and planting of native vegetation; removal of the two old military world war two era bunkers, paved areas, rubble and fill; fencing; grading and contouring to enhance wetland areas; and installation of culverts and gates to improve water management along Mesa ditch, which provides muted tidal flows from Goleta Slough located near the south east portion of the site.

To date most of the necessary preconstruction work, including permits and a Remedial Action Plan to identify and test for hazardous materials, has been completed for the East Unit and the project is ready for construction. Already much of the site preparation, including removal of the bunkers and other improvements has occurred, along with removal of some of the invasive plants. The contract to begin the major restoration work on the wetland areas is in place and scheduled to occur in the fall and winter of 2010/11.

### Change of Scope

As a result of an archeological survey on the site and the identification of potential sensitive areas (a Chumash Native American site), a larger than expected buffer areas was required that reduced the planned restoration site on the northwest side of the East Unit, reducing the amount of transitional wetland and upland areas planned for restoration by 1.75 acres. Total restoration acreage will be reduced from 26.26 acres to 24.51 acres.

### WCB PROGRAM

The original grant and the augmentation for this project are being made under the WCB's Habitat Enhancement and Restoration Program. The Habitat Enhancement and Restoration Program (General) is the Board's general restoration program that includes native fisheries restoration and restoration of tidal or fresh wetland habitats, coastal scrub, grasslands, oak woodlands, and threatened and endangered species habitats. This authority is pursuant to the

Board's original enabling legislation, The Wildlife Conservation Law of 1947 (Fish and Game Section 1300, et seq).

#### MANAGEMENT OBJECTIVES AND NEEDS

The grant and restoration project requires five years of monitoring for performance. Over the first two years bi-monthly visits will be conducted by the LTSBC to determine the success of removing invasive species and the regrowth of new native species. After two years, site visits will occur quarterly. The target survival rate is 80% after five years. Bird surveys will also be conducted through the first five years. Annual reports will be provided to the WCB each November. Maintenance during the first five years will include maintaining newly planted areas, including temporary irrigation systems, weeding, repairs to fencing, trash removal, paths and temporary erosion control items. After five years, the DFG will take over maintenance responsibilities, which are expected to be minimal.

If at any time during the life of the project, the landowners are unable to manage and maintain the project improvements, they will refund to the State of California an amortized amount of funds based on the number of years left on the project life.

#### PROJECT FUNDING

The original budget total for the project was \$1,738,312.00. The funding breakdown from the different partners was as follows:

<b>Wildlife Conservation Board</b>	<b>\$ 903,312.00</b>
US Army Corps of Engineers	795,000.00
Federal Aviation Administration	<u>40,000.00</u>
 <b><u>TOTAL</u></b>	 <b><u>\$1,738,312.00</u></b>

Of the original WCB grant approximately \$260,000.00 remains unexpended.

Because of project delays related to obtaining permits, completing remediation for contaminated soil found onsite, and higher than expected prevailing wage costs, the total project cost has gone up by \$996,000.00. The additional needed funds will come from the following:

Federal grant funds	\$593,000.00
<b>Wildlife Conservation Board</b>	<b>366,000.00</b>
Federal Interest Accrued	37,000.00
 Total additional funds	 <u>996,000.00</u>
 <b><u>Total Project Cost</u></b>	 <b><u>\$2,734,312.00</u></b>

Project costs will be primarily for completion of construction on the East Unit, entailing clearing, grading, contouring of land, installation of water control structures, planting, and maintenance and monitoring throughout the term of the agreement, which expires December 31, 2011.

#### FUNDING SOURCE

The proposed funding sources for this project are the Habitat Conservation Fund (Proposition 117), Section 2786(d) (Wetlands Outside the Central Valley, (P-50 SoCal) and the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(a), both of which provide funding for the protection, restoration or enhancement of wetland areas along the southern California coast.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The DFG has reviewed this proposal and recommends it for funding by the WCB. A coastal development permit has already been obtained from the California Coastal Commission for this project. The Department of Fish and Game, as lead agency, prepared a Negative Declaration for the original project pursuant to the provisions of the California Environmental Quality Act (CEQA). Staff considered the Negative Declaration for the project and has prepared proposed written findings documenting the WCB's compliance with CEQA. Upon approval by the WCB, the appropriate Notice of Determination will be filed with the State Clearinghouse.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$300,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(d) (Wetlands Outside the Central Valley, (P50 SoCal) and \$66,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$300,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(d) (Wetlands Outside the Central Valley, (P50 SoCal) and \$66,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*15. James San Jacinto Mountains Reserve Renovation \$248,000.00  
Riverside County

This proposal was to consider the allocation for a grant to the Regents of the University of California to purchase and install five new manufactured cabins and one laundry facility, make renovations to two existing buildings, and repair roads at the James San Jacinto Mountains Reserve, located in the San Jacinto Mountain Range approximately 10 miles south of the town of Banning in Riverside County.

#### LOCATION

James Reserve (Reserve) sits on an alluvial bench at the lower end of Hall Canyon, a steep western flank of Black Mountain, part of the San Jacinto Mountains. The Reserve hosts a wide variety of plant communities: Sierra mixed conifer forest, oak woodlands, montane chaparral, alder-willow-cedar riparian forest. A rapidly flowing mountain stream with a manmade reservoir (Lake Fulmor) is immediately downstream. The entire watershed is protected for research and study by the U.S. Forest Service (500 acres). The reserve has recorded 259 species of vascular plants, 35 bryophytes, 6 amphibians, 18 reptiles, 125 birds (60% nesting), 35 mammals, and over 1000 invertebrates. The Reserve is also home to one of the oldest and largest ponderosa pines in southern California, at around 500 years old and 200 feet tall.

#### PROJECT DESCRIPTION

The project will add five cabins to provide additional and longer-term accommodation for users, with one cabin having space to be used as a classroom facility. The project will also add a laundry facility for the residents with an outdoor access bathroom for day users. The renovations will take place at Lolomi Lodge and Trailfinder Lodge. Lolomi Lodge is an integral and historic part of the Reserve and provides vital housing for the resident director. The roof, flooring, and foundation all need to be replaced. The Trailfinder Lodge also needs renovation as it has long outgrown its original design purpose. It was originally only meant to provide dormitory style housing, but has since become the main office, library, and headquarters for the Reserve. The project will renovate the kitchen facilities, office, library, meeting room and roof. The project also includes site prep for the cabins, utilities, and roadway rehabilitation.

#### WCB PROGRAM

Under Proposition 84, the Wildlife Conservation Board (WCB) received funding to provide matching grant dollars to the University of California for the Natural Reserve System for land acquisitions, construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources. The mission of the University of California, Natural Reserve System (UCNRS) is to contribute to the understanding and wise management of the earth and its

natural systems by supporting university-level teaching, research, and public service at protected areas throughout California. To implement this funding, the WCB and the UCNRS developed guidelines for selecting eligible projects. This also included establishment of a UCNRS Ad Hoc Advisory Subcommittee to review and set priorities for project proposals prior to submittal to the WCB.

#### MANAGEMENT OBJECTIVES AND NEEDS

The grantee has agreed to manage and maintain the facilities for 25 years, pursuant to the terms and conditions of the grant. If at any time during the life of the project, the grantee is unable to manage and maintain the project improvements, they will refund to the State of California an amortized amount of funds based on the number of years left on the project life.

#### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$248,000.00</b>
University of California, Riverside	248,000.00
<b><u>TOTAL</u></b>	<b><u>\$496,000.00</u></b>

Project costs will be for site prep, utility upgrades, five manufactured cabins, one laundry facility, renovations to two existing buildings, roadway improvements, construction supervision, and administration.

#### FUNDING SOURCE

The proposed funding source for this project is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund (Proposition 84), Section 75055(b)(3). This funding may be granted to the University of California for the Natural Reserve System for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

This project is exempt under Sections 15301 and 15303 of the CEQA Guidelines because the project will consist of less than 2,500 sq. ft. of new structures and less than six dwelling units and there will be no negative impacts to the physical environment. Subject to approval by the WCB, the appropriate Notice of Exemption will be filed with the State Clearinghouse. The project was vetted through the University of California Natural Reserve System's Ad Hoc Subcommittee and recommended for funding.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$248,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006

(Proposition 84), Section 75055(b)(3); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve this project as proposed; allocate \$248,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b)(3); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*16. Peninsular Bighorn Sheep \$5,000.00  
Riverside County

This proposal was to consider a cooperative project with the United States Fish and Wildlife Services (USFWS), Coachella Valley Mountains Conservancy, and the Department of Fish and Game (DFG), to acquire 947± acres of private land adjacent to the Santa Rosa and San Jacinto Mountains National Monument for the protection of habitat for the peninsular bighorn sheep. This acquisition is part of the Multiple Species Habitat Conservation Plan and Natural Community Conservation Plan approved for the Coachella Valley portion of Riverside County.

#### LOCATION

The property is located within the Santa Rosa Mountains and Coachella Valley, west of 77<sup>th</sup> Avenue, southwest of Old State Highway 86, west of the community of Oasis, and just west of the Salton Sea. Most of the property is surrounded by mountains, held by public agencies. The surrounding areas in the valley are mostly agriculture, with residential development located just to the east.

#### PROJECT DESCRIPTION

The subject property is mostly desert mountain area, sloping down into a fluvial plain with some follow vineyards located at the lower eastern portions of the property. The acquisition of the subject parcels will provide core habitat, linkages, and transport corridors which are important for the Peninsular Bighorn sheep (PBS). Placement of this area in public ownership will add a significant buffer from the developing residential lands to the east and north. The subject property has multiple species values including habitat for desert tortoise, least Bell's vireo, and the southwestern willow flycatcher. There is also potential habitat for several sensitive bat species including the western yellow bat, pallid bat, California leafnosed bat, spotted bat, pocketed free-tailed bat, and western



mastiff bat. Protection of the property would also benefit many other species that inhabit the area including mountain lion, mule deer, golden eagle, and prairie falcon.

#### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300, et seq.), which gives the WCB the authority to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, which evaluates the biological values of property and whether or not to recommend it for funding.

#### MANAGEMENT OBJECTIVES AND NEEDS

The DFG has identified the subject property as being within a Significant Natural Area and has recommended the purchase of the property which would be incorporated into and managed in conjunction with other existing wildlife areas and ecological reserves in the region. The subject property may be appropriate for both passive and consumptive recreational uses. The acquisition of the subject property, if approved, brings the total number of acres protected within the Santa Rosa and Santa Jacinto Mountains National Monument area to over 115,000 acres. Management costs will be covered and absorbed under the current regional operation and maintenance (O&M) budget.

#### TERMS

The owners have agreed to sell the property at the appraised value of \$1,798,730.00, as approved by the Department of General Services (DGS). The USFWS will provide a Recovery Land Acquisition Program Grant, in an amount not to exceed \$1,259,111.00 to be applied toward the purchase price of the property. The Coachella Valley Mountains Conservancy has agreed to provide funds in the amount of no less than \$539,619.00 to assist in this acquisition. The terms and conditions of the proposed grants provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition.

#### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

USFWS Section 6 Grant (E-27-RL-3)	\$1,259,111.00
Coachella Valley Mountains Conservancy Grant	<u>539,619.00</u>
<u>TOTAL Purchase Price</u>	<u>\$1,798,730.00</u>
Other Project-related Costs:	5,000.00

**TOTAL WCB Allocation**

**\$5,000.00**

It is estimated that an additional \$5,000.00 will be needed to cover internal project-related expenses, including DGS review costs, bringing the total recommended allocation for this proposal to \$5,000.00.

**FUNDING SOURCE**

The purposes of this project are consistent with the proposed funding source, California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5906.650 that allows for grants to protect habitat corridors and prevent habitat fragmentation.

**ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION**

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The project has been reviewed by DFG through the establishment and approval of the NCCP and has been recommended for approval.

**STAFF RECOMMENDATION**

Staff recommended that the Wildlife Conservation Board approve the project as proposed; approve the acceptance of a Recovery Land Acquisition Program Grant from USFWS in the amount of \$1,259,111.00; allocate \$5,000.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5906.650 to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve the project as proposed; approve the acceptance of a Recovery Land Acquisition Program Grant from USFWS in the amount of \$1,259,111.00; allocate \$5,000.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5906.650 to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- \*17. East Elliott and Otay Mesa Regions (Sunroad) \$5,000.00  
San Diego County

This proposal was to consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant \$67,200.00 of the federal funds to the City of San Diego (City) to assist with the acquisition of 1± acre of land to protect critical regional wildlife linkages, coastal sage scrub, and to protect and preserve core areas of vernal pool habitat that will enhance the existing Multiple Species Conservation Program (MSCP) area.

#### LOCATION

The subject property is located on the western Otay Mesa, south of Highway 905 and east of Highway 805 within the San Diego city limits. The property is within a Mutli-Species Conservation Plan (MSCP) that is a joint federally approved Habitat Conservation Plan and a state approved Natural Community Conservation Plan (NCCP). The MSCP covers approximately 900 square miles in southwestern San Diego County and includes the City of San Diego, portions of the unincorporated County of San Diego, and ten other local jurisdictions. The planning area is bordered by Mexico to the south, National Forest lands to the east, the Pacific Ocean to the west, and the San Dieguito River Valley to the north.

The City of San Diego, along with 12 other local jurisdictions, developed the MSCP to address potential impacts from increased development and related infrastructures and the need to protect and preserve important habitat areas and corridors within the 900 square mile area covered under the plan. Together with the wildlife agencies, the local communities developed a conservation plan that addresses both development and wildlife needs within the planning area, along with individual subarea plans that provide the details on how each jurisdiction will implement the plan within their boundaries.

#### PROJECT DESCRIPTION

The Otay Mesa is a core biological resource in southern San Diego County, but is under threat from nearby development and related external impacts. Protection and preservation of properties on the Otay Mesa and surrounding area is critical to maintaining the regional wildlife linkages, coastal sage scrub, and vernal pool habitat that will further the objectives of the MSCP. Acquisition of the subject property will contribute to the protection of critical habitat used by many sensitive species found in the area. Among these are the California gnatcatcher, San Diego fairy shrimp and the burrowing owl. Acquisition of this property will also benefit several rare and/or narrow endemic species within the County's subarea plan. San Diego thornmint, willow monardella, Otay mesa mint, and the Otay tarplant are only found in San Diego County. Orcutt's grass is limited to a very few locations, with one of the main sites located within the proposed acquisition area on the Otay Mesa.

### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.). The acquisition program enables the WCB to pursue acquisitions on behalf of the DFG, accept federal grant funds to facilitate acquisitions or subgrant the federal funds to assist with acquisitions as recommended by the DFG, provide State bond funding to assist in proposed acquisitions and to cover its project-related expenses.

### MANAGEMENT OBJECTIVES AND NEEDS

The subject property is bordered on the west and south side by matching City-owned and managed one acre properties. The City will manage the property in accordance with the MSCP adopted in 1997. The City currently monitors and manages over 20,000 acres of City-owned lands. The subject property will be added to this responsibility. It is anticipated that once the acquisition is complete and the biological values of the property are evaluated, appropriate public access will be considered.

### TERMS

The property owner has agreed to sell the property for the Department of General Services (DGS) approved appraised fair market value of \$105,000.00. The terms and conditions of the proposed subgrant to the City provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition.

### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board (USFWS Subgrant)</b>	<b>\$67,200.00</b>
City of San Diego	<u>37,800.00</u>
<b>TOTAL Purchase Price</b>	<b>\$105,000.00</b>
Other Project-related Costs:	<u>5,000.00</u>
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$5,000.00</u></b>

It is estimated that \$5,000.00 will be needed to cover internal project-related expenses, including DGS appraisal review costs.

### FUNDING SOURCE

The proposed funding source for this project is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c) that provides funding for grants to

implement or assist in the establishment of NCCPs and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The Department of Fish and Game has reviewed this proposal and recommends it for approval.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; authorize acceptance of the Habitat Conservation Planning Land Acquisition Grant from the U.S. Fish and Wildlife Service and approve the Agreement to Subgrant in the amount of \$67,200.00 to the City of San Diego; allocate \$5,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c) to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

**As one of the consent items heard at the beginning of the meeting, it was moved by Mr. McCamman that the Wildlife Conservation Board approve this project as proposed; authorize acceptance of the Habitat Conservation Planning Land Acquisition Grant from the U.S. Fish and Wildlife Service and approve the Agreement to Subgrant in the amount of \$67,200.00 to the City of San Diego; allocate \$5,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c) to cover internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

18. Cow Creek Conservation Area, Expansion 2 \$1,340,000.00  
Shasta County

Mr. Donnelly reported that letters of support for this project were received from Alan A. Forkey, Assistant State Conservationist for Programs, Natural Resources Conservation Services, United States Department of Agriculture; and Mary Pfeiffer, Agricultural Commissioner/Sealer, Shasta County Department of Agriculture/Weights & Measures.

This proposal was to consider the allocation for a grant to the American Land Conservancy (ALC) for a cooperative project with the Natural Resource Conservation Service and the Department of Fish and Game (DFG) to acquire a conservation easement over 5,868± acres of land for protection of rangeland, riparian corridors and other significant ecosystems. Mr. Bill Gallup of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The subject property is a privately owned rangeland parcel located in the Cascade Range foothills, north of State Highway 44 about 10 miles east of the City of Redding in Shasta County. The parcel is more specifically located on Whitmore Road, north of Millville, north of highway 44. The property is bisected by two creeks Old Cow Creek and Clover Creek. Each creek runs through the property in an east to west direction and ultimately both flow to the Sacramento River. The property has been operated as a ranch, grazed and farmed, since the 1860's. Current land uses in the area includes agriculture, recreation, residential, natural areas and water supplies.

The property is part of the DFG Cow Creek Conceptual Area Protection (CAPP) that includes a combination of blue oak woodlands, chaparral, mixed conifer, riparian, aquatic, vernal pools and grasslands habitats that support sensitive species and significant populations of native fish and wildlife. There have been two major acquisitions within the Cow Creek CAPP including Cow Creek Ranch totaling about 5,000 acres (adjacent to JS Ranch) and the Hathaway Ranch totaling about 6,600 acres. The Shasta Land Trust is expecting to close on a third property, the Richert Ranch, totaling about 5,000 acres, in the next few months. Including this proposed conservation easement, the total protected area in the Cow Creek CAPP will be in excess of 22,000 acres after the completion of this project.

#### PROJECT DESCRIPTION

The property contains developed springs and irrigation ditches that provide water to large tracts of land that parallel the creeks on the property. There are a number of miscellaneous barn and farm structures on site that support the ranch operation. This project will help create a landscape-scale reserve that contains a variety of different habitats, including oak woodland, chaparral, mixed conifer, riparian, grassland and aquatic habitats. These habitat areas

will support multiple species of plants and animals, including deer and mountain lion, as well as fall-run, late-fall run Chinook salmon and steelhead trout.

#### WCB PROGRAM

The proposed grant for this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreational opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through either development of a Land Acquisition Evaluation (LAE) or a CAPP. The LAE/CAPP is then submitted to the DFG Regional Operation Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

ALC will manage the conservation easement over property for the benefit of threatened and endangered species. The grazing use will continue into perpetuity and ALC will monitor for compliance of the terms and conditions of the easement. The owners of the property will be donating an endowment for monitoring the easement. ALC will eventually transfer the easement interest with all of the terms and conditions as well as the endowment over to the California Rangeland Trust. Because this is an easement on private land, public access will be restricted.

#### TERMS

The property owner has agreed to sell a conservation easement to ALC for the Department of General Services (DGS) approved appraised fair market value of \$2,640,000.00. The terms and conditions of the proposed grant to ALC provides that staff of WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. In the event of breach of the grant terms the WCB can encumber the property with a conservation easement and seek reimbursement of funds.

#### PROJECT FUNDING

<b>Wildlife Conservation Board</b>	<b>\$1,320,000.00</b>
Natural Resource Conservation Service	<u>1,320,000.00</u>
Total Purchase Price:	\$2,640,000.00
 Other Project-related Costs:	 20,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$1,340,000.00</u></b>

This is estimated that \$20,000.00 will be needed to cover internal project-related costs, including the Department of General Services review costs.

#### FUNDING SOURCE

The proposed funding source for this project is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Projection Fund of 2006 (Proposition 84), Section 75055(b), which provides funding for grants for the protection of wildlife corridors, significant natural landscapes and the protection endangered and threatened species, and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The project has been reviewed and approved for funding by WCB staff.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$1,340,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Projection Fund of 2006 (Proposition 84), Section 75055(b) for the grant and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Gallup introduced Mr. Ed Stanton, Program Manager from American Land Conservancy, and Mr. & Mrs. George McArthur, the property owners, who were in the audience and available to answer questions.

Ms. Finn asked if public access on the property is restricted or prohibited. Mr. Gallup responded that there won't be any public access on the property. Mr. McCamman asked if this property will be eventually transferred to the Rangeland Trust. Mr. Gallup confirmed. Mr. McCamman asked if there is a time line on that. Mr. Gallup replied that he does not have a specific time line and asked Mr. Stanton to provide more information. Mr. Stanton introduced himself before the Board and responded that the transfer to the California Rangeland Trust has not been determined at this point. Mr. Stanton also said that American Land Conservancy has some projects funded by National Fish and Wildlife Foundation, and this is follow-up work on the ranch to do some habitat improvement and planning work and that may alter the timing to transfer the easement. Mr. McCamman asked if this is consistent with the California Rangeland Trust goals and objectives. Mr. Stanton confirmed that this is



correct and added that the American Land Conservancy is working closely with the California Rangeland Trust, and that the American Land Conservancy totally qualified to hold this easement and endowment. Mr. Stanton also added that the endowment will be transferred with the easement.

Mr. McCamman asked if there were any questions about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$1,340,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Projection Fund of 2006 (Proposition 84), Section 75055(b) for the grant and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- |                                     |                |
|-------------------------------------|----------------|
| 19. Red Bank Creek<br>Tehama County | \$3,960,000.00 |
|-------------------------------------|----------------|

Mr. Donnelly reported that letters of support were received for this project from the following people: Tracy K. Schohr, Rangeland Conservation Director, CA Cattlemen Association; and Pelayo Alvarez, Conservation Program Director, Defenders of Wildlife.

This proposal was to consider an allocation for a grant to the Northern California Regional Land Trust (NCRLT) to acquire conservation easements over 7,132± acres of two contiguous ownerships (3,356± acres Burrow Ranch and 3,776± acres Big Bluff Ranch) in Tehama County. The project will allow the continued operations of the ranches and at the same time protect important oak woodland habitat areas, and maintain the property's relatively natural, scenic, and open-space characteristics. Mr. Randy Nelson of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The ranches are located approximately 20 miles southwest of the City of Red Bluff, seven miles west of the town of Red Bank, along Colyear and Red Bank Roads, in Tehama County. Most of the surrounding lands comprise ranches similar to those to be protected by this project. To the north, the project area abuts over 6,000 acres of protected Bureau of Land Management land and another 1,017 acres that is part of the Mendocino National Forest.

### PROJECT DESCRIPTION

An estimated 60 to 70 percent of the acreage is occupied by individual oak trees, oak savannah, or oak woodland. Oak tree species present within the project area include black, valley, interior live, canyon live, blue, scrub, and tan. The project would also protect annual grassland, farmland, chamise-redshank chaparral, mixed chaparral, valley-foothill riparian land, spring-fed wetlands and creek frontage along Red Bank and North Fork Elder Creeks and a number of other perennial and seasonal creeks.

### WCB PROGRAM

This project funding proposal was submitted to the Wildlife Conservation Board through its Oak Woodlands Conservation Program. The project is reviewed and approved by WCB staff, and must be located within a county that has adopted an Oak Woodlands countywide conservation plan. The Program is designed to help local efforts to achieve oak woodland protection. More importantly, this program provides a mechanism to bring ranchers and conservationists together in a manner that allows the achievement of both sustainable ranch and farming operations and healthy oak woodlands. The project meets the objectives of the Oak Woodland Conservation Program by conserving some 4,275 contiguous acres of oak woodlands and allowing for the continued ranching and farming operations on the land. Because this is an easement of a private land, public access will be restricted.

In May 2010, the WCB authorized a grant to the California Association of Resource Conservation Districts for a cooperative project with the Department of Fish and Game, U.S. Fish and Wildlife Service, Audubon Society and the landowners to restore riparian habitat, reduce sedimentation and streambank erosion and improve water quality along Red Bank Creek. This project will complement those restoration improvements and will improve the wildlife values the restoration project aims to enhance.

### MANAGEMENT OBJECTIVES AND NEEDS

The NCRLT will hold, manage and be responsible for the monitoring of the easement in perpetuity per the WCB grant terms. A baseline report will have been completed by the Grantee and approved by the WCB. The conservation easement deed allows access to the subject properties by both the NCRLT and the WCB for monitoring purposes.

### TERMS

The property owners have agreed to sell conservation easement over their properties to the NCRLT for the Department of General Services (DGS) approved appraised fair market values of \$1,850,000.00 and \$2,100,000.00, respectively. Combined the total purchase is \$3,950,000.00. The terms and conditions of the proposed grant to the NCRLT provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of

conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. In the event of breach of the grant terms, the WCB can seek specific performance or require that title to the conservation easement be transferred to the WCB or another qualifying entity. The project lands are encumbered by Land Conservation Contracts under the Williamson Act that are not affected by the terms of the easement.

#### PROJECT FUNDING

The WCB proposes to make a grant to NCRLT for the full amount of the purchase price:

<b>WCB Grant</b>	<b>\$3,950,000.00</b>
Other Project-related Costs:	10,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$3,960,000.00</u></b>

It is estimated that \$10,000.00 will be needed to cover internal project-related costs including the appraisal review costs by the DGS.

#### FUNDING SOURCE

The proposed funding source for this project is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(2), that allows for the acquisition of conservation easements on agricultural properties for the protection of oak woodland habitat and is consistent with the purposes of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The project has been reviewed under the WCB's Oak Woodlands Conservation Program and has been recommended for approval.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$3,960,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(2) to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Nelson introduced Mr. Jamison Watts, Executive Director of the Northern California Rangeland Trust, who was in the audience and available to answer questions.

Ms. Finn asked if public access will be allowed in the property. Mr. Nelson replied that this easement does not provide for public access. Mr. Nelson added that the NCRT will be allowed on the property with members of the public periodically for educational purposes. Ms. Finn asked if the lands are under Williamson Act contract. Mr. Nelson confirmed that this is correct. Ms. Finn asked what happens with the conservation easement – will this contract be canceled or does it remain in place. Mr. Nelson responded that the contract remains in place. Mr. Donnelly added that Wildlife Conservation Board does two things when we either acquire a conservation easement or give grants for conservation easements or acquire fee title for the Department of Fish and Game, we have the obligation to notify both the Department of Conservation, which we have done, as well as the counties in which Williamson contracts apply.

Mr. McCamman asked if there were any questions or comments about this project. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$3,960,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(2) to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- |                                    |                |
|------------------------------------|----------------|
| 20. Heart K Ranch<br>Plumas County | \$1,090,000.00 |
|------------------------------------|----------------|

Mr. Donnelly reported that letters of support were received for this project from the following people: Don Williamson, Indian Valley Recreation & Parks District Board Chair; and Brian L. Morris, General Manager, Plumas County Flood Control & Water Conservation District.

This proposal was to consider the acquisition by the Department of Fish and Game (DFG) of a conservation easement over 880± acres in Plumas County. The conservation easement would restrict future development and help insure that the biological and cultural resources found on the property are protected in perpetuity. The DFG will hold and monitor the conservation easement.

Mr. Brian Gibson of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The Heart K Ranch is located in Plumas County, approximately 2 hours north of the town of Truckee, 45 minutes north east from the town of Quincy, and 15 minutes east of the small town of Taylorsville. It is a top priority property within the DFG Genesee Valley Conceptual Area Protection Plan (CAPP). Genesee Valley is characterized by a large (~3,000 acres) relatively level mountain valley, bisected by Indian Creek, and surrounded on all sides by coniferous and oak forests. The north side of the Genesee Valley contains unique geologic features including large talus slopes. The mountains to the south side are dominated by dense, Douglas-fir dominated mixed conifer forests. Land uses surrounding the Heart K Ranch are primarily agriculture (ranching) with some private residences interspersed as single lots or small subdivisions. Forest lands bordering the north and south of the property are open for public use and administered by the Plumas National Forest.

#### PROJECT DESCRIPTION

This conservation easement will preserve and protect in perpetuity a variety of animal and plant habitat. Terrestrial and riparian vegetation types around the Heart K Ranch include mixed conifer forests and black oak woodlands along upland portions of the property. These forested habitat types transition to perennial grasslands, wet meadows, and eventually the montane riparian and river habitats associated with Indian Creek, which flows through the center of the ranch. The habitat types support a wide range of terrestrial and aquatic species, including both State and federal species of special concern.

The riparian area and associated cottonwood-willow riparian habitats along Indian Creek support a large colony of state threatened bank swallow as well as state endangered willow flycatcher. The pastures and grasslands adjacent to the riparian area have regular occurrences of greater sandhill crane and bald eagle. In combination with upland conifer and hardwood forests, these habitat types provide nesting and foraging habitat for several birds of prey, including the golden eagle, northern goshawk, Cooper's hawk, and the California spotted owl. Indian Creek currently supports six species of native fishes, which include: hardhead, Sacramento pikeminnow, speckled dace, riffle sculpin, Sacramento sucker, and rainbow trout. The property also supports a highly diverse assemblage of mammal species, including Sierra Nevada mountain beaver, southwestern river otter, beaver and ringtail. There are several more common land mammals, including black bear, bobcat, mountain lion, grey fox, and blacktail deer, which are abundant throughout Heart K Ranch year-round.

#### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered

pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through development of a Conceptual Area Protection Plan (CAPP). The CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

The DFG will hold title to the conservation easement and will monitor the property on an annual basis to ensure that conservation easement conditions are being met. The Feather River Land Trust, which owns the property, has agreed to fully fund an endowment which will pay all costs associated with monitoring the conservation area.

#### TERMS

The property owner has agreed to sell the conservation easement to the DFG for less than the Department of General Services (DGS) approved appraised fair market value of \$2,200,000.00. The DFG will acquire the conservation easement for \$1,075,000.00, with a landowner donation (bargain sale) of \$1,125,000.00. The terms and conditions of the proposed property acquisition agreement provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. Additionally, DFG staff will be responsible for monitoring the property at least once annually.

#### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$1,075,000.00</b>
Landowner donation (bargain sale)	<u>1,125,000.00</u>
<b>TOTAL Purchase Price</b>	<b>\$2,200,000.00</b>
 Other Project-related Costs:	 15,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$1,090,000.00</u></b>

It is estimated that an additional \$15,000.00 will be needed to cover project-related expenses, including DGS review costs and escrow fees.

#### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund (Proposition 117), Section 2786 (a)(1E) that provides funding for protection of deer, mountain lion, oak habitats, and preservation of wildlife values within a floodplain or flood corridor, and is consistent with the objectives of this project.

**ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION**

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The Department of Fish and Game has reviewed this proposal and recommends it for approval.

**STAFF RECOMMENDATION**

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$1,090,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(a)(1E) to cover the acquisition and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Gibson introduced Mr. Paul Hardy, Executive Director of the Feather River Land Trust, who was in the audience and available to answer questions.

Ms. Finn asked how the Feather River Land Trust acquired the property. Mr. Gibson responded that the property was purchased from The Nature Conservancy, and The Nature Conservancy acquired the property from a private landowner. Mr. McCamman asked if the WCB was involved in earlier transactions. Mr. Gibson replied that it was not. Ms. Finn asked if public money was used in either of the previous transactions.

Mr. Hardy introduced himself before the Board and commented that only private money was involved with The Nature Conservancy acquisition and Feather River Land Trust subsequent acquisition. Mr. McCamman asked if an endowment will be established to cover DFG's costs for monitoring. Mr. Hardy confirmed that this is correct, but the contract has not been finalized yet.

Mr. McCamman asked if there were any questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$1,090,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(a)(1E) to cover the acquisition and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

- |  |                |
|--|----------------|
| 21. Upper Butte Basin Wildlife Area, Expansion 6<br>Butte County | \$1,120,000.00 |
|--|----------------|

This proposal was to consider for the acquisition of 222± acres of land for the Department of Fish and Game (DFG), for the protection of wetland habitat and as an expansion to the Upper Butte Basin Wildlife Area (UBBWA). The property will provide habitat for waterfowl, shorebirds and riparian songbirds and will contribute to the public use and other management objectives of the UBBWA. Mr. Randy Nelson of the Wildlife Conservation Board briefly described the project and its location.

## LOCATION

**LOCATION:** The subject property is located approximately five miles west of the City of Biggs, in Butte County. The site is next to Cherokee Canal, and fronts the southerly side of Schohr Ranch Road, a gravel roadway that provides access to the property from Afton-Biggs Road. The DFG Upper Butte Basin Wildlife Area (UBBWA), which the property will be a part of, is open to the public and allows for waterfowl hunting and other outdoor wildlife related uses. The surrounding lands consist mostly of farm, mostly rice farms, and hunting clubs.

## PROJECT DESCRIPTION

The UBBWA contains a mosaic of diverse and moist soil habitat that provides quality vegetation for wintering waterfowl, wading birds, and shorebirds. The project area will provide nesting areas and brood ponds for breeding waterfowl and other resident wetland related wildlife, and riparian habitat. The project will benefit mallards, gadwall, American green-winged teal, cinnamon teal, northern pintail, northern shoveler, American wigeon, riparian songbirds, white faced ibis and the long-billed curlew.

The property is currently encumbered by a conservation easement held by the DFG. Because of its location to the Cherokee Canal, and the facilities for water conveyance and appropriation, both current and future, this property could be an integral part of the overall water management on the UBBWA. For these reasons, DFG requested that staff of the Wildlife Conservation Board (WCB) negotiate a Right of First Refusal as part of the original easement project. Consequently, the land owner notified the DFG of his intent to sell a portion of the property, and the DFG has recommended that we pursue acquisition.

In addition to waterfowl and other wildlife diversity found on site, this particular property is significant for ownership by the DFG because of the water infrastructure located within its boundaries. The property hosts an important pumping facility at its southwest boundary that appropriates/diverts water from the Cherokee Canal to the existing properties of the UBBWA. While the DFG maintains an easement for the use of this pumping facility, the landowner and UBBWA staff has made improvements to the water infrastructure to allow water to be diverted through existing ditches across the property for the benefit of the



UBBWA. The diversion and eventual flow into the UBBWA is by way of gravity flow ditch, thus reducing pumping costs and maintenance the DFG would otherwise incur. If the property were sold to another land owner, the DFG may not have the ability to access or improve the property's infrastructure to meet current and /or future water needs. This could significantly increase the costs of providing water to the area while at the same time reducing overall habitat and species management.

#### WCB PROGRAM

This project funding proposal is being made through the Wildlife Conservation Board's Inland Wetland Conservation Program. The Inland Wetlands Conservation Program (IWCP) was created to assist the Central Valley Joint Venture (CVJV), a federal entity, with specific goals to increase populations of wintering waterfowl, breeding waterfowl, non-breeding shorebirds, breeding shorebirds, waterbirds, and breeding riparian songbirds. The project meets the objectives of the IWCP by protecting habitat for waterfowl, shorebirds and riparian songbirds.

#### MANAGEMENT OBJECTIVES AND NEEDS

The Department of Fish and Game will manage these additional 222 acres as part of the Little Dry Creek Unit of the UBBWA, as a mixture of seasonal wetlands, semi-permanent wetlands, upland and riparian habitats. The property will be managed with existing DFG staff working on the UBBWA.

#### TERMS

The property owner has agreed to sell the property for the Department of General Services (DGS) approved appraised fair market value of \$1,110,000.00.

The terms and conditions of the proposed acquisition provide that staff of the WCB review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. The property is encumbered by a Land Conservation Contract under the Williamson Act, and notification has been provided accordingly to the Department of Conservation.

#### PROJECT FUNDING

The WCB will be funding the entire purchase price of \$1,110,000.00.

<b>Wildlife Conservation Board</b>	<b>\$1,110,000.00</b>
Other Project-related Costs:	10,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$1,120,000.00</u></b>

It is estimated that an additional \$10,000.00 will be needed to cover project-related expenses, including appraisal and DGS review costs.

### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund, (Proposition 117), Section 2786(d)(1E) Inland Wetland Conservation Program, which allows for the protection of wetland habitat within the Central Valley and is consistent with the objectives of this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The Department of Fish and Game has reviewed this proposal and recommends it for approval.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$1,120,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(d) (1E) Inland Wetland Conservation Program, to cover the cost of acquisition and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Nelson introduced Mr. Kent Smith, Regional Manager, Region 2, and Mr. Andy Atkinson from the Department of Fish and Game; and Mr. Lauren Ward, the property owner, who were in the audience and available to answer questions.

Ms. Finn asked if we already have a conservation easement on this property. Mr. Donnelly explained that there is currently a conservation easement over the entire property, which is just a little over 400 acres. Mr. Donnelly reported that the Wildlife Conservation Board negotiated a Right of First Refusal when the conservation easement was put into place. Because of the importance of this particular property and the Department of Fish and Game programs up there, we felt it necessary to secure the opportunity to acquire this property should it ever come up for sale, so now we are exercising our First Right of Refusal for this project. Mr. McCamman asked Mr. Kent Smith if this property is going to be managed with the existing Upper Butte complex. Mr. Smith responded that this is correct. Mr. McCamman asked if Mr. Smith has estimated cost of how to incorporate this project into existing program. Mr. Andy Atkinson responded that it is \$23,000.00. Mr. Smith commented that because of the challenging fiscal times we continue to work on new creative partnership ways to develop and implement management strategies on lands.

Mr. McCamman asked if there were any questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$1,120,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(d)(1E) Inland Wetland Conservation Program, to cover the cost of acquisition and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

22. Lower Yuba River, Excelsior, Phase I \$3,216,440.00  
Nevada and Yuba Counties

This proposal was to consider the acquisition by the Department of Fish and Game (DFG) under a cooperative project with The Trust for Public Land (TPL) and Caltrans to acquire approximately 527± acres of land for protection of deer and mountain lion habitat. The project will help maintain the natural biodiversity of the Lower Yuba River watershed and surrounding foothill areas, and expand public access and fishing opportunities to the Yuba River. Ms. Liz Yokoyama of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The subject property is located adjacent to the historic community of Smartsville, along the north side of the Highway 20 corridor in the eastern portion of Yuba County, and the western edge of Nevada County. The property is situated on the Lower Yuba River between Rose Bar and Englebright Dam and includes approximately two miles of river frontage, at the confluence of the Yuba River and Deer Creek. The site is bordered by Penn Valley, Grass Valley and Nevada City to the east and Marysville and Yuba City to the west. A historic Miner's Trail used during the Gold Rush remains on the site, providing a scenic hiking access through the property. The proposed acquisition is located within the DFG Lower Yuba River Conceptual Area Protection Plan (CAPP) and will provide habitat and recreational linkage between the DFG Daugherty Wildlife Area; University of California Foothill Research Station on the north; DFG Spenceville Wildlife Area; and the Beale Air Force Base on the south.

#### PROJECT DESCRIPTION

The project is being completed in two phases. The first phase before the Board for consideration is the fee acquisition of 527± acres of land. The second phase involves the acquisition of a conservation easement over 157± acres of adjoining land and will be completed in a future transaction between the

property owner and TPL. At this time, there are no plans for WCB to participate in this second transaction.

The subject property is well known for its scenic beauty and attractiveness to fisherman for its Chinook salmon and steelhead trout. It offers recreational boaters and hikers with panoramic views of the river, Rose Bar Bridge to the west, and the Englebright Dam on the east. The acquisition will also provide connections to over five miles of recreational areas previously deemed inaccessible. The site is representative of early California history and includes a traversable Miner's Trail that was constructed and used by miners during the California Gold Rush. Remnants of an historic Chinese wall and mining tunnel also remain intact on the property from California's gold mining past.

The subject property is rich in biodiversity, and includes grassland pastures, blue oak woodlands and riparian corridors containing riverine aquatic and associated riparian/wetland habitats. The property also supports wildlife that includes at least 29 reptiles and amphibian species, 57 bird species and 10 mammal species. Listed species found on the site include the Peregrine falcon, spring run Chinook salmon, Central Valley steelhead, California black rail, valley elderberry longhorn beetle, foothill yellow-legged frog, and the burrowing owl. The proposed acquisition will contribute to the regional conservation planning efforts carried out by various entities including the California Department of Parks and Recreation; the Sierra Nevada Conservancy; the Counties of Nevada, Yuba, Placer and Butte; Nevada County Land Trust; and the Placer Land Trust.

#### WCB PROGRAM

The proposed acquisition of this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through development of a Conceptual Area Protection Plan (CAPP). The CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

The maintenance, conservation, security and caretaker services on the property will managed at no cost to the State, according to the terms of a Stewardship Agreement between the DFG and the Excelsior Foundation, a California nonprofit corporation, for a period of five years. At any time during the five year period and afterwards the DFG can take over management.

### TERMS

The property has a fair market value of \$3,700,000.00 based on an independent appraisal of the property, reviewed and approved by the Department of General Services (DGS). The property owner has agreed to sell the property at less than its approved appraised value, for \$3,505,000.00. Once the property is acquired by TPL, it will immediately be conveyed to the DFG. The terms of the option agreement between TPL and seller require that escrow must be closed no later than December 31, 2010. Should the State grant funds not be available to close escrow as stipulated in the State's purchase agreement, TPL has agreed to fund the acquisition and hold the property until State funding is available to complete the acquisition by the DFG.

The terms and conditions of the proposed purchase agreement with TPL provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition.

### PROJECT FUNDING

Proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board Grant</b>	<b>\$3,196,440.00</b>
California Department of Transportation	308,560.00
Landowner Donation	<u>195,000.00</u>
Total Purchase Price	\$3,700,000.00
 Other Project-related Costs:	 <u>20,000.00</u>
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$3,216,440.00</u></b>

It is estimated that an additional \$20,000.00 will be needed for internal project-related expenses, including title and escrow fees and appraisal and transaction review costs by the Department of General Services.

### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund (Proposition 17), Section 2786(b/c)(1E), which allows for the protection of habitat threatened and endangered species and preservation of wildlife values within a floodplain or flood corridor and is consistent with this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for fish and wildlife conservation purposes, and under Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space and habitat.

Subject to approval by the Wildlife Conservation Board, a Notice of Exception will be filed with the State Clearinghouse.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$3,216,440.00 from the Habitat Conservation Fund (Proposition 17), Section 2786(b/c)(1E), for the acquisition and project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Ms. Yokoyama introduced Mr. Kent Smith, Regional Manager, Region 2, and Mr. Andy Atkinson from the Department of Fish and Game; Mr. Erik Vink, Senior Project Manager of The Trust for Public Land; and Mr. Brian Bisnett, the property owner, who were in the audience and available to answer questions.

Ms. Finn asked if the public access on the property, such as Miner's Trail, is marked or visible for the public. Ms. Yokoyama responded that there is access from the side, and there are plans to open it up to the public. Ms. Finn asked if it is open to the public right now. Ms. Yokoyama confirmed that the Miner's Trail is not open to the public now, but will be once we acquire this property. Mr. Kent Smith added that this is a very special piece of property as the Yuba River offers very limited public access, and this is an opportunity to create public access, as well as conservation opportunity, in an area that has historically had little or none to this reach of this river system. Mr. Smith also said that this project will provide public access to well managed system of fisheries opportunities in this particular part of Yuba River.

Ms. Finn said that the project is being completed in two phases: the first phase is 527 acres but the State is not involved in the second phase. Ms. Yokoyama confirmed that the State is not involved in the second phase of this project at this time. Ms. Finn asked if this project is only 527 acres. Ms. Yokoyama confirmed that this is correct. Ms. Finn asked if there is anything in the agreements that will make the State obligated to take on the second phase. Mr. Donnelly replied that there is no obligation for the State to be involved in the second phase of this project at this particular time. Ms. Finn asked with this property being transferred to the Department of Fish and Game, if the DFG has enough resources to cover it. Mr. Smith replied that we have at least partner support for five years, and after that we will see how it goes. Mr. Smith also added that the DFG has lots of management activities in this particular area, associated with the UC Davis property which is adjacent to this property. Mr. Donnelly pointed out that when you look at the map of this project, this property is in the heart of significant amount of the DFG's ownership.

Mr. McCamman acknowledged the presence of Ms. Teresa Schilling, Senator Wiggins representative, who joined the meeting at this point.

Mr. McCamman asked if there were any additional questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$3,216,440.00 from the Habitat Conservation Fund (Proposition 17), Section 2786(b/c)(1E), for the acquisition and project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

23. Bruin Ranch Phase I \$4,515,000.00  
Placer County

This proposal was to consider the allocation of a grant to Placer Land Trust for a cooperative project with the Department of Fish and Game (DFG), Caltrans and Placer County to acquire 1,773± acres of property to protect habitat for threatened and endangered species, including blue oak woodland habitat and approximately three miles of riparian corridor along the Bear River. Mr. Brian Gibson of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

This privately owned property is located west of Highway 49, just west of the junction of Bell Road and Lone Star Road, adjacent to the Auburn Valley Golf and Country Club in Placer County. The property is within the DFG approved Spenceville Wildlife Area Conceptual Area Protection Plan (CAPP). The Wildlife Conservation Board (WCB) made an allocation of two grants in 2007 to Placer Land Trust (PLT) for the purposes of acquiring fee interest in approximately 320 acres and a conservation easement over approximately 313 acres of land south of the subject property.

#### PROJECT DESCRIPTION

Bruin Ranch is the largest parcel containing blue oak woodland in western Placer County, and includes over three miles of frontage on the Bear River. The property also includes a wide diversity of wildlife habitat, including potential habitat for the western pond turtle and its subspecies, the northwestern pond turtle, California red-legged frog and foothill yellow legged frog. In addition, protection of Bruin Ranch is a very high priority for Placer County, which is a funding partner, as part of its effort to implement the Placer County Habitat Conservation Plan (HCP) and the Natural Community Conservation Plan (NCCP) for the preservation habitat and open space corridors in the face of increasing development pressure. Protection of this property may also allow

the connection of a regional trail through previously protected land to Placer County's Hidden Falls Regional Park and Coon Creek, if appropriate.

#### WCB PROGRAM

The proposed grant for this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Section 1300, et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through development of a Land Acquisition Evaluation (LAE)/Conceptual Area Protection Plan (CAPP). The LAE/CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

Under the terms of the grant agreement, PLT will manage the property for the benefit of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public and private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources.

#### TERMS

The property owner has agreed to sell the property for the Department of General Services (DGS) approved appraised fair market value of \$9,500,000.00. The terms and conditions of the proposed grant to PLT provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. In the event of breach of the grant terms the WCB can encumber the property with a conservation easement and seek reimbursement of funds. The property is encumbered by a Land Conservation Contract under the Williamson Act, and notification has been provided accordingly to the Department of Conservation.

#### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$4,500,000.00</b>
Placer County's Placer Legacy Program (Pending)	5,000,000.00
Caltrans EEMP	350,000.00
Total Purchase Price	<u>\$9,850,000.00</u>
 Other Project-related Costs:	 15,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$4,515,000.00</u></b>



It is estimated that an additional \$15,000.00 will be needed to cover project-related expenses, including DGS review costs and escrow fees.

#### FUNDING SOURCE

The proposed funding source for this project is the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650 that allows for protection of habitat for threatened and endangered species and protection of habitat corridors and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The Department of Fish and game has reviewed this proposal and recommends it for approval.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$4,515,000.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650 to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Gibson introduced Mr. Dave Sutton, Director, Northern California/Nevada Program, Ms. Trish Strickland, Project Manager, both with the Trust for Public Land; and Mr. Jeff Darlington, Executive Director of the Placer Land Trust. All three were in the audience and available to answer questions.

Mr. Donnelly pointed out that a clarification needed to be made to this item in the agenda. Mr. Donnelly said that the appraised value is listed as \$9,500,000.00, and in the Project Funding section the total purchase price is \$9,850,000.00. Mr. Donnelly stated that the correct purchase price is \$9,500,000.00. Mr. Donnelly said that as of the Board meeting, it was not certain whether or not the \$350,000.00 from Caltrans would be available to help fund the project. Mr. Donnelly went on to say that in the event the Caltrans money would not be available the County was prepared to consider a grant of \$5,000,000.00. Mr. Donnelly clarified that the agenda should show Placer County's Placer Legacy Program (Pending) as \$4,650,000.00.

Mr. McCamman asked how Placer County's Placer Legacy Program (Funding) is to work. Mr. Gibson responded that the parties are working out the details,

such as a conservation easement language, and the Board of Supervisors will vote on funding for Bruin Ranch in early December. Mr. Gibson went on to say that the meetings between the Placer Land Trust, the Trust for Public Land, and the County were going very well and a "yes" vote from the Board of Supervisors was anticipated. Mr. McCamman asked what would happen if the County voted not to fund the project. Mr. Donnelly responded that in that case the Grantees would look for some another funding source and the project would likely come back to the WCB.

Ms. Finn asked who will own the property. Mr. Gibson replied that the Placer Land Trust will own the property. Mr. McCamman asked if this acquisition was consistent with the NCCP, and if it is a part of the acquisition purpose. Mr. Donnelly confirmed that this is correct.

Mr. Dave Sutton, Director, Northern California/Nevada Program of the Trust for Public Land, introduced himself before the Board and spoke in support of this item. Mr. Sutton said that this project is a component of a ten-year partnership underway with the Wildlife Conservation Board, Department of Fish and Game, Placerville Land Trust, Nevada County Land Trust, and the Trust for Public Land. Mr. Sutton stated that this project was part of a comprehensive effort to protect a 30 mile north and south swath of blue oak woodland habitat, as well as the river corridors that run 30 miles and encompass key Fish and Game investments in Spenceville. Mr. Sutton added that this project is a joint venture partnership with the Placer Land Trust, who will manage the property. Mr. Sutton said that this project is a critical investment for the Placer County conservation plan that is being develop, the NCCP. Mr. Sutton also stated that the Trust for Public Land has been working closely with each of the Board Members of Placer County Board of Supervisors, and the public session is going to be held on December 14 to approve the \$5,000,000.00 funding. Mr. Sutton said that he was confident there would be a "yes" vote. Mr. Sutton thanked the Board for considering this project.

Mr. McCamman asked if there were any additional questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$4,515,000.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650 to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

Mr. McCamman announced that there was a speaker card for the item #21 (Upper Butte Basin Wildlife Area, Expansion 6, Butte County) that was overlooked. Mr. McCamman called the name, Ms. Susan Schor, but she was not in the audience at that time. Mr. McCamman apologized and proceeded forward with the meeting.

24. Oak Hills Ranch \$2,296,000.00  
Yolo County

Mr. Donnelly reported that a letter of support was received for this project from Mr. Graham Chisholm, Executive Director of Audubon California.

This proposal was to consider the allocation for a grant to the California Rangeland Trust (CRT) for a cooperative project to acquire a conservation easement over 3,316± acres of land for the protection of oak woodlands, riparian habitat, and conservation of critical wildlife migration corridors. Mr. Jon Wilcox of the Wildlife Conservation Board briefly described the projects and its location.

#### LOCATION

The property is located south of the community of Dunnigan and north of the town of Esparto in Yolo County. The property provides a wildlife migration corridor adjacent to the existing and currently negotiated conservation easements in the Hungry Hollow area. The property also provides linkage with the Cache Creek watershed open space areas to the west.

#### PROJECT DESCRIPTION

The property provides a high diversity of wildlife habitats that are intact and contiguous. The property is part of a much larger mosaic of intact oak woodland and oak savannah in the region and is adjacent and nearby to numerous large-acreage private ranches with similar habitat types and conditions. There are a multitude of natural vegetation communities present within the property, including California annual grassland, live oak woodland, blue oak woodland, valley oak savannah, chaparral, and riparian woodland, as well as salt water springs. Blue oaks are the dominant species and demonstrating an extremely significant regeneration rate. The live oak, blue oak and riparian woodland communities all exhibit trees of mixed age from seedlings to maturity.

Water on the property is provided by numerous springs, wells, and four seasonal creeks. The major drainages within the property provide important wildlife migration corridors and foraging, nesting, breeding and protection for a variety of birds, mammals, amphibians, and reptiles. There are also sixteen stock ponds on the property that provide water for seasonal grazing and abundant wildlife.

### WCB PROGRAM

This project funding proposal was submitted to the Wildlife Conservation Board through its Oak Woodlands Conservation Program (Program). The project is reviewed and approved by WCB staff, and must be located within a county that has adopted an Oak Woodlands countywide conservation plan. The Program is designed to help local efforts achieve oak woodland protection. More importantly, this Program provides a mechanism to bring ranchers and conservationists together in a manner that allows both to achieve sustainable ranch and farming operations and healthy oak woodlands. The project meets the objectives of the Program by conserving some 4,275 contiguous acres of oak woodlands and allowing for the continued ranching and farming operations on the land.

### MANAGEMENT OBJECTIVES AND NEEDS

The conservation easement and project area will be managed in accordance with local land use planning under the County of Yolo's Oak Woodland Conservation and Enhancement Program. As a condition of the grant, baseline studies will be completed and provided to the WCB prior to closing escrow. The CRT, which will hold title to the conservation easement, will monitor the property on an annual basis to ensure that conservation easement conditions are being met. Because this is an easement on private land, public access will be restricted.

### TERMS

The property owners have agreed to sell a conservation easement to the CRT for the Department of General Services' (DGS) approved appraised fair market value of \$2,286,000.00. The terms and conditions of the proposed grant to the CRT provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. In the event of breach of the grant terms the WCB can request the conveyance of the conservation easement to the State and/or seek reimbursement of funds.

### PROJECT FUNDING

The WCB proposes to make a grant to the CRT for the full amount of the purchase price:

<b>Wildlife Conservation Board Grant</b>	<b><u>\$2,286,000.00</u></b>
Other Project-related Costs:	10,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$2,296,000.00</u></b>

It is estimated that an additional \$10,000.00 will be needed to cover internal project-related expenses, including DGS review costs.

### FUNDING SOURCE

The proposed funding source for this project is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006, (Proposition 84), Section 75055(d)(2) and provides funding to ensure continued wildlife, water quality, watershed and open space benefits to the State of California for oak woodlands preservation and is consistent with the objectives of this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The project has been reviewed and approved for funding by WCB staff under the WCB's Oak Woodlands Conservation Program.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$2,296,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(d)(2) for the grant and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. McCamman commented that in the agenda he does not see endowment-related language in this item. Mr. Wilcox responded that it will be worked out with the property owner. Ms. Finn asked if the acreage is 3,300 acres or 4,300 acres. Mr. Wilcox replied that it is 3,316 acres. Ms. Finn pointed out that it says in the agenda, under "WCB Program" section, "...some 4,275 contiguous acres of oak woodlands..." and asked if it is in addition to the 3,316 acres. Mr. Wilcox confirmed that the right size is 3,316 acres and apologized for this mistake in the agenda. Mr. McCamman expressed his concern about the monitoring issue and asked if we get monitoring baseline report before the transaction closes. Mr. Wilcox confirmed that this is correct and that there is an annual monitoring to occur that is not funded yet, but is being worked out between the Rangeland Trust and the property owner.

Mr. McCamman asked if there were any additional questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$2,296,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal**

**Protection Fund of 2006 (Proposition 84), Section 75055(d)(2) for the grant and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

25. San Joaquin River Parkway, Jensen River Ranch                      \$1,982,513.00  
Phase II Construction  
Fresno County

Mr. Donnelly explained that the San Joaquin River Conservancy is the State Conservancy, and their funding is within the Wildlife Conservation Board's (WCB) appropriations. As the Conservancy recommends a project to move forward, the WCB acts to fund those transactions and approve the project as well.

This proposal was to consider the allocation for an interagency agreement with the Department of Water Resources for a cooperative project with the San Joaquin River Conservancy (SJRC) to restore wetland and riparian habitat and construct public access trails on the San Joaquin River Parkway (Parkway) just east of Highway 41 in the City of Fresno, Fresno County. Mr. Scott McFarlin briefly described the project and its location.

#### LOCATION

The Parkway is defined in State Legislation as approximately 5,900 acres within a twenty-two mile long stretch between Friant Dam and State Route 99 on the San Joaquin River in Fresno and Madera Counties. The SJRC was created in 1992 to preserve and enhance the San Joaquin River's extraordinary biological diversity, protect its valued cultural and natural resources and provide educational and recreational opportunities to the local communities. The SJRC's mission includes both public access and habitat restoration within the Parkway.

The 167± acre Jensen River Ranch, acquired by the WCB in 1997, is located on the Parkway near the junction of Highway 41, in the City of Fresno, in Fresno County. Phase I was restored by the DWR in the fall of 2007 and consisted of the 100± acres south of the D/K storm water channel, which roughly divides the property into north and south halves. Planning and design for the restoration of the remainder of the property lying north of the D/K storm water channel, which is the property to be restored with this proposal, was approved by the WCB on May 22, 2008.

### PROJECT DESCRIPTION

Completing the Jensen River Ranch Project is the SJRC and the Interagency Project Development Committee's (IPDC) highest priority restoration project. The IPDC is an independent committee and serves to provide recommendations to the San Joaquin River Conservancy staff and board on priorities for both land acquisitions and restoration or public access projects. The recommended action will authorize funding for DWR to construct the remaining infrastructure on the portion of the Jensen River Ranch site north of the water retention channel, identified as Phase 2. The scope of work includes:

1. Habitat enhancement infrastructure, which includes demolition of pasture irrigation pipes; installing irrigation to the planting cells; construction of a gravel maintenance road on the perimeter; grading swales and depressions for runoff to create wetlands; and installing barbed wire fencing to allow for future prescribed grazing for weed management;
2. Improvements to public access trail within the Phase 1 area, which will improve performance and reduce maintenance by paving the surface of the Americans with Disabilities Act-compliant trail and improving trail drainage;
3. Recreation and public access infrastructure, which includes the construction of split rail fencing to demark the hiking trail (co-located on the maintenance road) and a trail ascending the bluff to connect the northern trail loop with the Lewis S. Eaton multiple purpose trail above. The City of Fresno, which maintains existing public access facilities on the site and on adjacent Parkway lands, currently has a moratorium on building new trails and parks until new local funding is identified; therefore the recreation and public access components will not be included in the bid package unless additional resources are secured; and
4. Construction oversight and environmental permitting.

Construction is planned to begin in late summer or early fall of 2011.

### WCB PROGRAM

The WCB's Habitat Enhancement and Restoration Program and Public Access Program provide the basis for WCB's ability to restore habitat and provide public access State-wide. In addition, funds were appropriated to the WCB from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40) to be provided to the SJRC for the acquisition, development, rehabilitation, restoration and protection of land and water resources.

### MANAGEMENT OBJECTIVES AND NEEDS

The 167± acre Jensen River Ranch is owned by the San Joaquin River Conservancy. The SJRC, as the landowner, will be responsible for

managing the property after the project is complete, as it does at present. For all of its properties, the SJRC maintains fences and gates, maintains grazing and other leases, removes illegal dumping and nuisances, addresses citizen complaints, coordinates with the local mosquito abatement districts, performs fire prevention activities, and maintains access licenses with stewardship and educational groups. The proposed project will not significantly increase current management demands.

The San Joaquin River Parkway and Conservation Trust has also been a partner in the overall Jensen Ranch project, and received a River Parkways Grant from the California Natural Resources Agency to plant, irrigate, and maintain the habitat restoration component of Phase 1. The River Parkway Trust's work on the grant is on-going. Funding for habitat planting and maintenance is expected to be brought to the San Joaquin River Conservancy Board in the near future. Work to be funded will include weed eradication, planting native trees and shrubs, and managing irrigation and weeds for at least three years of plant establishment.

Existing recreational access has, and will continue to, be managed by the City of Fresno. However, the City of Fresno enacted a moratorium on extending trails and building new parks until new local funding can be identified. As a result, the recreational components for Phase II are budgeted but will not be constructed if the moratorium continues. Should funds be identified, the new public access facilities will be constructed, and the City of Fresno will maintain the new facilities consistent with their current responsibilities.

#### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$1,982,000.00</b>
Other Project-related Costs:	513.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$1,982,513.00</u></b>

Project costs funded by the WCB will include DWR's construction oversight and environmental permitting and compliance; site preparation; earthmoving; gravel for access road; irrigation; trail construction; trail renovation within the Phase I area; and fencing. In addition to the costs listed above, an additional \$513.00 will be required for Department of General Services' review costs, bringing the total allocation necessary for this project to \$1,982,513.00.

#### FUNDING SOURCE

The proposed funding source for this project is the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5). This funding provides for the acquisition, development, rehabilitation, restoration and protection of land and water resources consistent with the SJRC's mission and the Parkway Master Plan.



### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

As lead agency, the SJRC filed a Mitigated Negative Declaration pursuant to the provisions of the California Environmental Quality Act (CEQA) in March 2002. Staff considered the Mitigated Negative Declaration prepared by SJRC and has prepared written findings documenting WCB's compliance with CEQA. Subject to approval by the WCB, the appropriate Notice of Determination will be filed with the State Clearinghouse.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$1,982,513.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff to proceed substantially as planned.

Mr. Scott McFarlin introduced Ms. Melinda Marks, Executive Officer of the San Joaquin River Conservancy, who was in the audience and available to answer questions.

Ms. Finn had a question regarding the issue with the City of Fresno providing public access and asked if they are going to provide it or not. Mr. McFarlin replied that right now it does not look like the City will be able to fund this part of the project, and the Conservancy indicated that they are trying to get funding some other way. Mr. McCamman asked, with this property being public, would the public be able to access it. Mr. McFarlin responded that the trails will be closed off to the public if the City can not manage it, but the restoration project will still go forward in that area. Ms. Finn asked if the Conservancy just turned the property over to the City. Mr. McFarlin replied that the Conservancy manages the site overall with the City of Fresno providing maintenance of the trails. Mr. McCamman commented that it would be ideal to integrate this property into the adjacent park. Mr. Donnelly commented that the Conservancy itself is made up of Madera and Fresno Counties and a number of other organizations locally, including the Department of Fish and Game, and ownership pattern along the river is mosaic of different types of public ownership, and this has been an issue of ongoing struggle for the Conservancy, as well as for other public entities that own the properties along the San Joaquin River. Ms. Melinda Marks spoke before the Board in support of this project. Ms. Marks explained that the Phase I of this site has an existing trail and the City of Fresno operates that. Regarding the Phase II, we need to figure out how we can make sure that the City has adequate funding to manage it. Ms. Marks said that the Phase II will provide access roads that are necessarily to build a restoration component, and those roads will become trails at the point when we know that we have that adequate funding to proceed.

Mr. McCamman asked if the Conservancy has a master plan for this whole stretch of the river. Ms. Marks confirmed that this is correct. Mr. McCamman asked if the master plan is available on the Conservancy's website. Ms. Marks responded that it is available on their website and also the San Joaquin Parkway Trust's, and mentioned that the plan needs to be updated. Ms. Marks added that there will be a request before the Board at its February 2011 meeting to allocate funds for a Parkway Master Plan update. Mr. McCamman added that there are some hatchery expansion issues associated with this project. Ms. Marks commented that the Conservancy is working closely with the hatchery on this project to resolve those issues.

Ms. Finn asked if we are only paying \$500.00 to the Department of General Services (DGS). Mr. Donnelly replied that this is the cost of a contract review, and it used to be \$176.00 but the DGS raised their fees.

Mr. McCamman asked if there were any questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$1,982,513.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650(b)(5); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff to proceed substantially as planned.**

**Motion carried.**

- |  |                |
|--|----------------|
| 26. Los Vaqueros Ranch Conservation Easement,<br>Phase II<br>Monterey County | \$1,210,000.00 |
|--|----------------|

This proposal was to consider the allocation for a grant to The Nature Conservancy (TNC) to assist with its acquisition of a conservation easement over 800± acres of property to protect critical steelhead trout habitat as well as habitat for sensitive wildlife species. Ms. Teri Muzik of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The Los Vaqueros Ranch (Ranch) totals 2,137± acres and is located in central Monterey County in the Coast Range Mountains on the west side of the Salinas Valley, approximately 7 miles southwest of the town of Greenfield. The property includes portion of the Arroyo Seco River and its riparian corridor as well as portions of Sweetwater Creek and Vaqueros Creek.

Phase 1 of the project was approved on November 19, 2009, by the Wildlife Conservation Board (WCB). The WCB approved a subgrant of federal funds to assist TNC with the acquisition of a conservation easement over 1,337± acres of the Ranch. Phase 1 covered the western portion of the Ranch and the proposed project (Phase 2) will allow TNC to acquire a conservation easement over the eastern 800± acres of the Ranch.

The majority of the land south and west of the Ranch is public land owned by the Federal Government. Immediately south of the Ranch is the Ventana Wilderness area, administered by the Los Padres National Forest as part of the United States Forest Service. The Ranch borders large tracts of privately owned land on its eastern and northern borders. The Department of Fish and Game has developed the Arroyo Seco River Conceptual Area Protection Plan (CAPP) and the Ranch is located within that CAPP.

#### PROJECT DESCRIPTION

DFG has identified the Arroyo Seco River, in Monterey County, as a conservation priority. Protection of the river and its surrounding properties would create a terrestrial and hydrologic connection between the northern boundary of the Los Padres National Forest and the Arroyo Seco River basin and would help protect the last remaining known southern steelhead trout run in the Salinas River basin. Extensive riparian habitat will provide neotropical migratory songbird and waterfowl habitat and several sensitive wildlife species including the California red-legged frog, a federally threatened species, foothill yellow-legged frog, a federal and state species of concern, the western pond turtle and several intact populations of native fish are found on site.

#### WCB PROGRAM

The proposed grant for this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreational opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through either development of a Land Acquisition Evaluation (LAE) or a CAPP. The LAE/CAPP is then submitted to the DFG Regional Operation Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

TNC has owned and managed lands for biodiversity conservation purposes for over 50 years. The policies and procedures adopted by the TNC's Board of Governors require that when TNC acquires any legal interests in conservation land that it intends to hold, funds must be set aside by the date of closing for the perpetual management or stewardship of that interest.

The WCB grant agreement requires the grantee prepare, and WCB approve, a baseline conditions report for the property being protected. The WCB grant agreement also requires annual monitoring by TNC and access to the property by WCB/DFG staff not less than once every three years to conduct monitoring. TNC proposes to manage the conservation easement to maintain and restore habitat for breeding populations of red-legged frogs, for steelhead passage and for potential steelhead spawning and rearing. Conservation of aquatic and riparian habitat within the Arroyo Seco watershed will help maintain red-legged frog and steelhead presence within the greater Salinas drainage, and may provide a starting point for future restoration of historic steelhead runs in other Salinas tributaries. Because this is an easement on private land, public access will be restricted.

#### TERMS

The Phase 2 conservation easement was appraised for \$1,465,000.00 and the appraisal has been reviewed and approved by the Department of General Services (DGS). The property owner has agreed to sell the conservation easement at a bargain sale price of \$1,200,000.00. The difference of \$265,000.00 represents a donation by the landowner. The terms and conditions of the proposed grant to TNC provide that staff of the WCB will review and approve all documents pertaining to the acquisition of the conservation easement, including, without limitation, appraisals, preliminary title reports and items referenced therein, options, agreements for purchase and sale, escrow instructions, and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition.

#### PROJECT FUNDING

The WCB proposes to make a grant to TNC for the full amount of the purchase price:

<b>WCB Grant</b>	<b>\$1,200,000.00</b>
Landowner Donation	<u>265,000.00</u>
Total Purchase Price	\$1,465,000.00
 Other Project-related Costs:	 10,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$1,210,000.00</u></b>

It is estimated that \$10,000.00 will be needed to cover internal project-related costs including the appraisal review costs by the DGS.

#### FUNDING SOURCE

The proposed funding source for this project is the Habitat Conservation Fund, (Proposition 117), Section 2786 (b/c)(1E), that allows for the acquisition of habitat to protect rare, threatened and endangered or fully protected species, provide corridors linking separate habitat areas and protect significant natural lands and is consistent with the purposes of this project.

### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as the acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of ownership in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The DFG has reviewed the project and recommends approval of the grant.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$1,210,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786 (b/c)(1E) to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Ms. Muzik introduced Ms. Chris Fisher from The Nature Conservancy, and Ms. Lynne Gould, the landowner, who were in the audience and available to answer questions.

Ms. Finn asked if there are funds set aside for management of this easement. Ms. Muzik confirmed that this is correct. Ms. Finn asked to confirm the purchase price. Ms. Muzik responded that the purchase price is \$1,200,000.00 and explained that \$1,465,000.00 was the approved appraised value, but the landowner agreed to sell the property at a lower price of \$1,200,000.00. Ms. Finn pointed out that it says in the agenda that we were proposing to make a grant for the full amount of purchase price of \$1,465,000.00. Mr. Donnelly commented that this includes the landowner donation, which should have been backed out of the \$1,465,000.00. Mr. Donnelly explained that the property has appraised value of \$1,465,000.00. The purchase price is \$1,200,000.00, which recognizes \$265,000.00 donation on behalf of the landowner.

Mr. McCamman asked if there are agricultural/grazing operations on the property. Ms. Muzik confirmed that there are agricultural operations on the property, and they will continue.

Mr. McCamman asked if there were any questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$1,210,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786 (b/c)(1E) to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

27. Santa Clara River Watershed, Totlcom \$2,298,500.00  
Ventura County

Mr. Donnelly reported that several letters of support were received for this project from the following people: Fran Pavley, Senator, 23<sup>rd</sup> Senate District; Julia Brownley, Assemblywoman, 41<sup>st</sup> District; Dr. Tom Dudley, Research Associate, Marine Science Institute, University of California, Santa Barbara (and family farmer in the Santa Clara Valley); Phillip W. Rundel, Distinguished Professor, University of California, Los Angeles; Barbara M. Harison, Executive Director, Ventura Hillside Conservancy; Kirsten James, Water Quality Director, Heal the Bay; Ron Bottorff, Chairman, Friends of the Santa Clara River.

This proposal was to consider the allocation of a grant to The Nature Conservancy (TNC), the acceptance of a Recovery Land Acquisition Grant from the U.S. Fish and Wildlife Service, and the authorization to enter into an Agreement to Subgrant to TNC for a cooperative project with the State Coastal Conservancy, Santa Clara River Trust Council and the Department of Fish and Game (DFG). The project consists of the acquisition of 123± acres of land for the protection of threatened and endangered species and habitat corridors. Mr. Bill Gallup of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The subject property is a privately owned agricultural parcel located within the floodplain of the Santa Clara River east of Harbor Drive and west of Victoria Avenue, just southerly of the city limits of the city of Ventura. The property abuts the Santa Clara River and is within the 100-year flood plain area. The Santa Clara River is one of the largest watersheds in Southern California without a major dam; as such, it is one of the priority watersheds for protection and restoration. TNC has acquired the property adjacent to the subject property and intends to complete two more acquisitions nearby, thus protecting total 350± acres in the vicinity. All of the properties within the immediate area are in agricultural use.

#### PROJECT DESCRIPTION

The subject property has been farmed over the past seventy five years and is improved with an agricultural well with diesel engine pump and miscellaneous temporary farm structures to assist during the harvest season. The project will allow for the protection of riparian and floodplain habitat along the Santa Clara River, one of the most intact river systems remaining in southern California. Southwestern willow flycatcher, least Bell's vireo and the southern California steelhead; all federally endangered species, are the primary targets of the project. However, other listed and candidate species are expected to benefit from this project, including the arroyo toad and the California red-legged frog. This acquisition is part of a larger effort to protect and restore the river and

floodplain ecosystem, which supports exceptional biodiversity. The goal of the larger effort is to protect the river and floodplain from channelization, urban development, bank stabilization and other actions that alter the river and floodplain processes.

#### WCB PROGRAM

The proposed grant for this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through development of a Land Acquisition Evaluation (LAE)/Conceptual Area Protection Plan (CAPP). The LAE/CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

Under the terms of the grant, TNC will manage the property for the benefit of threatened and endangered species. The agricultural use will continue under specific seasonal leases managed by TNC. Monitoring for the agricultural lease will be conducted periodically by TNC and the lease will be modified to achieve the maximum protection of the resource. If appropriate for the property, levees may be removed allowing more naturally occurring floodplain and creating a wider riverine and riparian habitat area.

#### TERMS

The property owner has agreed to sell the property in fee to TNC below the Department of General Services' (DGS) approved appraised fair market value of \$8,800,000.00. The negotiated purchase price is \$8,577,000.00. The terms and conditions of the proposed grant to TNC provides that staff of WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. In the event of breach of the grant terms the WCB can encumber the property with a conservation easement and seek reimbursement of funds.

#### PROJECT FUNDING

<b>Wildlife Conservation Board</b>	<b>\$2,288,500.00</b>
State Coastal Conservancy	2,288,500.00
Santa Clara River Trustee Council	3,000,000.00
US Fish and Wildlife Service – Sec. 6 Grant	<u>1,000,000.00</u>
Total Purchase Price:	<b>\$8,577,000.00</b>

Other Project-related Costs:	10,000.00
<b><u>TOTALWCB Allocation</u></b>	<b><u>\$2,298,500.00</u></b>

It is estimated that an additional \$10,000.00 will be needed to cover project-related costs, including the Department of General Services review costs.

#### FUNDING SOURCE

The proposed funding source for this project is the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40), Section 5096.650, that provides funding for grants to acquire property for habitat protection for endangered and threatened species and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse. The project has been reviewed and approved for funding by WCB staff.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$2,298,500.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650 for the grant and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Gallup introduced Mr. EJ Remson, Program Manager from The Nature Conservancy, who was in the audience and available to answer questions.

Mr. McCamman asked about extended agricultural use of this property. Mr. Gallup commented that he was standing on the levee that is built between the farm and the river, and that a levee keeps the water out of the farm land and those levees are going to be removed ultimately to expand the habitat. Mr. McCamman commented that it is indicated in staff report that there is a lot of agricultural uses going on on this property. Mr. EJ Remson introduced himself before the Board and responded that TNC is acquiring several properties in this area to convert them into riparian or restoration activity. Mr. Remson said that TNC intends to keep this in agriculture until they have enough resources to do the restoration. Mr. McCamman asked if it would affect the operation of the Olivas Park. Mr. Remson replied that it would not because there is a natural bench which provides excellent protection.



Ms. Finn asked if we are acquiring a clean site. Mr. Remson responded that Phase I was conducted on this project, and there was no further action required, so the property we are acquiring is clean. Mr. Remson also added that, because of a diesel pump there, TNC will monitor the property.

Mr. McCamman pointed out the importance of these kinds of acquisitions where WCB has multiple partners, saying that we are not contributing all the funding but providing a portion with a partnership, which is a most effective way to leverage our funds.

Mr. Donnelly asked to make an addition to the motion, which was to include the acceptance of federal Section 6 grants as well as the authorization to subgrant those grants to The Nature Conservancy. Mr. McCamman and Ms. Finn agreed to make this addition.

Ms. Finn asked if the Coastal Conservancy took action on this project. Mr. Gallup confirmed that it had.

Mr. McCamman asked if there were any comments or questions about this item. There was none.

**It was moved by Ms. Finn that that the Wildlife Conservation Board approve the project as proposed; accept federal Section 6 grants and authorize to subgrant those funds to The Nature Conservancy; allocate \$2,298,500.00 from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Section 5096.650 for the grant and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

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| 28. Malibu Lagoon State Beach<br>Lagoon Restoration, Construction Phase<br>Los Angeles County | \$4,000,000.00 |
|---|----------------|

Mr. Donnelly reported that there has been significant support for this project from different organizations such as Los Angeles Audubon, Sierra Club, Santa Monica Bay Keeper, Malibu Surfing Association, Santa Monica Bay Restoration Commission, National Park Service, United States Environmental Protection Agency, Los Angeles Regional Water Quality Control Board, and many others. Mr. Donnelly also reported that we received two opposition letters for this project, one from Ms. Marcia Hanscom, Director, Wetlands Defense Fund, and one from Ms. Alessandra DeClario, Ph.D., Malibu, CA.

This proposal was to consider the allocation for a grant to the California Department of Parks and Recreation (DPR) to improve water circulation, remove non-native vegetation, restore native vegetation, and provide additional educational and public use facilities in Malibu Lagoon State Beach. Mr. Peter Perrine of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The project is located in Malibu Lagoon State Beach at Pacific Coast Highway and Cross Creek Road in Los Angeles County. The lagoon is a 31-acre shallow water embayment and coastal wetland complex occurring at the terminus of the Malibu Creek Watershed, the second largest watershed draining into Santa Monica Bay. The lagoon empties into the Pacific Ocean at world famous Malibu Surfrider Beach, renowned as a surfing and recreational destination, hosting approximately 1.5 million visitors every year.

#### PROJECT DESCRIPTION

The lagoon has undergone many changes in its recent history. In the 1950's and 60's it was used as a dump site for fill material by the California Department of Transportation (Caltrans) and others. By the late 1970's the site was completely filled and housed two baseball fields. The lagoon has also been greatly diminished by urban development along the coast. In addition, urbanization upstream in the Malibu Creek Watershed has increased the volume of water transported into the lagoon and significantly diminished the quality of the water.

In 1983, DPR initiated restoration work on the lagoon, by excavating fill to create three channels with sloping mudflats to reintroduce tidal flow. The channels were seeded with salt marsh plants and series of boardwalks were created to allow access by the public. Over time, sediments were deposited, creating pickleweed marshes and upland habitat. In 1996 Caltrans funded a successful restoration program to mitigate impacts incurred during the Malibu Lagoon Bridge Replacement Project. Specific restoration measures, coordinated by the Resource Conservation District of the Santa Monica Mountains (RCDSMM) and DPR, included a successful tidewater goby habitat enhancement project and the revegetation of areas disturbed by construction activities. However, the problems of Malibu Creek and Malibu Lagoon and its adjacent coastal waters continue. The lagoon is currently listed as impaired under the Clean Water Act Section 303(d) for benthic impacts, pathogens, nutrients, eutrophication, swimming restrictions, and shellfish harvesting. Studies have indicated high pathogen concentrations in the lower Malibu Creek, the lagoon and surf zone that could potentially impact the health of swimmers and surfers. The current configuration of channels causes poor circulation, eutrophication, and low dissolved oxygen levels in the lagoon. Large algal blooms erupt in the dry season, further depleting oxygen and endangering fish and other aquatic organisms. In the summer when direct

flows to the ocean are impeded by the build up of sand bars, circulation is further reduced, thus worsening the problem.

The purpose of this project is to enhance existing water quality conditions and restore and enhance habitat areas that have diminished functions or are in a currently degraded state. Restoration activities have been designed to improve water circulation, increase tidal inundation, improve and expand critical habitat for tidewater goby and steelhead trout, remove non-native and restore native vegetation, minimize human and pet disturbance while maximizing educational and recreational use of the site. The goal of the project is to create a natural self sustaining system that minimizes future maintenance requirements.

Restoration activities will encompass two primary components. First, salt marsh enhancement in the western complex will increase tidal flushing, improve water circulation, increase holding capacity and reduce predator encroachment. Second, east lagoon restoration will restore typical salt marsh hydrology and enhance habitat for sensitive bird species. Construction activities at the lagoon will primarily involve earthwork coupled with non-native species removal and enhancement and creation of native/wetland vegetation.

In addition, the project will enhance the visitor experience through improvements to access and interpretive amenities. The existing trail along the perimeter of the western lagoon will be enhanced through the addition of five new interpretive nodes, with interpretive signage that will provide information on intertidal habitat and kelp forest ecology, watershed processes, sensitive bird and aquatic species, tidal inundation and seasonal water level fluctuations, as well as the cultural history of the site. Interpretive signage will also be installed along the trail, which will enable passive interaction without disturbing the wildlife using the lagoon.

#### WCB PROGRAM

This project is funded through the Habitat Enhancement and Restoration Program, which allows for the restoration of native fisheries restoration, restoration of tidal or freshwater wetlands and upland areas including coastal scrub, grasslands, oak woodlands, and threatened and endangered species habitats in the State. This authority is pursuant to the Board's original enabling legislation, The Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq).

#### MANAGEMENT OBJECTIVES AND NEEDS

The grantee has agreed to manage and maintain the facilities for 25 years, pursuant to the terms and conditions of the grant.

#### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

<b>Wildlife Conservation Board</b>	<b>\$4,000,000.00</b>
State Water Resources Control Board	2,495,858.00
State Coastal Conservancy	50,000.00
Los Angeles County	1,129,808.00
<b><u>TOTAL</u></b>	<b><u>\$7,675,666.00</u></b>

Project costs will be for site preparation, grading, erosion control, planting, parking lot rehabilitation, interpretive features, monitoring and project management.

#### FUNDING SOURCE

The proposed funding source for this project is the Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Section 79572(a), which allows for the restoration of coastal wetlands in southern California, and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The DFG has reviewed this proposal and recommends it for funding by the WCB. The Department of Parks and Recreation, as lead agency, prepared a Final Environmental Impact Report (EIR) and Notice of Determination for the project pursuant to the provisions of the California Environmental Quality Act (CEQA). Staff considered the EIR and has prepared written findings documenting WCB's compliance with CEQA.

#### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$4,000,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund (Proposition 50), Section 79572(a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Perrine introduced Ms. Suzanne Goode, Senior Resource Ecologist from the Department of Parks and Recreation; Ms. Mary Small, Deputy Director, and Ms. Kara Kemmler, Project Manager, both from the State Coastal Conservancy; and Mr. Mark Abramson from Santa Monica Bay Restoration Foundation, who were in the audience and available to answer questions.

Ms. Finn asked why we are doing the restoration again if it was already done about 30 years ago. Mr. Perrine responded it was not done wrong but that we have learned a lot after all these years, and now all this knowledge will be applied to the restoration process. Mr. McCamman asked if this property has been in Department of Parks and Recreation ownership since 1960s. Mr. Perrine confirmed that this is correct.

Ms. Athena Shlien, a surfer and Malibu resident, spoke in opposition to this

project. Ms. Shlien stated that she believes that the draining, dredging and bulldozing of 13 acres at Malibu Lagoon is not a good solution and that over 4,000 petition signatures were collected. According to Ms. Shlien, the real problem is the urban run-off, which contains fertilizers, pesticides, medication and other pollutants, and this restoration is not going to solve that. Ms. Shlien added that the lagoon is filtering the toxins before they reach the ocean. Ms. Shlien said that she agrees with the plan to add 2 acres to this existing area, but she does not believe that taking away this current wetland will solve the problem. Ms. Shlien mentioned the inconvenience for beach visitors during the restoration, such as diesel smell, inability to use the beach, and water contamination from construction run-off. Ms. Shlien cited the plan as not democratic, non-transparent over the years, and inconsistent with desires of the public. Ms. Shlien added that she and other opponents of this project favor a gentler plan to restore this lagoon and asked the Board to not approve this project.

Ms. Marcia Hanscom with the Wetlands Defense Fund introduced herself and spoke in opposition to this project. Ms. Hanscom said that she came here representing several other organizations, such as San Bernardo Audubon and Pasadena Audubon, which are in agreement with her. Ms. Hanscom stated that there are a lot of mischaracterizations in terms of what this project is. Ms. Hanscom said that the description talks about removing non-native plants, and while she agrees with that, the majority of the acreage is native habitat. Ms. Hanscom stated that this wetland is not regular salt water marsh, and it is open to the sea only during winter months, so it is more fresh water environment. Ms. Hanscom added that this entire habitat will be lost due to the restoration. Ms. Hanscom said that, according to CEQA, it is required to make sure that there are no other less damaging alternatives, and Mr. Wayne Ferren, a top wetland scientist in Southern California, who worked for UC Santa Barbara for 25 years, presented a feasible alternative where we would restore only two acres. Ms. Hanscom said that draining the entire marsh, dredging it and trying to turn it into tidal system is not a solution here. Ms. Hanscom added that she thinks that the DFG biologists did not have enough staffing to do the proper analysis on this project. Ms. Hanscom stated that the endangered fish, the tide water goby, does not need the high water circulation; it needs still water, and it has been thriving there since 1990s. Ms. Hanscom stated that changes in the system will result in the long-term damage and it is unknown if the tide water goby will survive in this new system. Ms. Hanscom also added that, in a biological opinion from the Fish and Wildlife Service, summer months are very important for tide water goby's reproduction, and that is when the project is happening. Ms. Hanscom urged the Board to decline this project.

Mr. McCamman asked about the time frame of the construction on this project. Mr. Perrine responded that the construction phase for this project is two years – one year for actual construction and one for replanting, if necessary.

Ms. Finn asked if staff could speak to the comments made by Ms. Shlien and Ms. Hanscom.

Ms. Suzanne Goode from the Department of Parks and Recreation introduced herself before the Board and spoke in support of this project. Ms. Goode said that the intense construction phase will be done in less than three months, and the two years include the monitoring, which will continue for five years, to make sure that the re-vegetation method succeeds. Mr. Goode responded to the previous testimony on this project by saying that this project is not intended to change the nature of the lagoon; it is a brackish lagoon and it will remain closed most time of the year. Ms. Goode explained that with the restoration, there will be additional circulation in the western portion of the lagoon, both when lagoon is open and when it is closed. Ms. Goode said that lagoon opens up in winter time, allows all of the tide to come in and this normal occurrence will continue to happen, and when it closes, it will stay closed. Ms. Goode added that the tide water goby is thriving in the lagoon, and it tends to hang out more in the main channel of the lagoon because there is a sandy bottom that it prefers for breeding substrate. The additional flushing that will occur once this project is completed will create more of a sandy bottom in the western arm of the lagoon and making it more attractive to the tide water goby. Ms. Goode commented that the bridges on the site create pinch points which prevent the circulation within the lagoon. Ms. Goode stated that this project has a widespread support and has been in the works for about twenty years. Ms. Goode added that this project is the number one tidal wetland priority for Southern California, and that many scientists worked in project's scientific advisory panel, including Dr. Richard Ambrose of UCLA and Dr. Martha Satula of Southern California Coastal Waters Research Project. Ms. Finn asked what impact will be done to the beach. Ms. Goode responded that the beach will not be impacted, and added that there is a very complicated and thorough de-watering plan in place that will discharge completely clean water from the lagoon.

Ms. Kara Kemmler from the State Coastal Conservancy introduced herself and spoke in support of this project. Ms. Kemmler clarified that there are multiple sensitive species on this site that we are managing for, and while it was recognized that during construction there would be some short-term impact, the project will have long-term benefits to all sensitive species. Ms. Kemmler added that there is no work proposed on the main lagoon, providing a refuge area for birds and fish during construction. Ms. Finn asked if the public access will improve with this project. Ms. Kemmler responded that with a new parking lot a perimeter path will be about 200 feet longer, and there is an interpretive program proposed that involves multiple notes on that new pathway. Ms. Finn asked if the Water Resources Control Board funding has already been approved. Ms. Kemmler confirmed that it has been approved.

Mr. McCamman asked if there were any additional questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board adopt the written findings and approve this project as proposed; allocate \$4,000,000.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund (Proposition 50), Section 79572(a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

29. Tejon Ranch \$15,800,000.00  
Kern and Los Angeles Counties

Mr. Donnelly reported that letters of support for this project were received from the following people: Mr. Joel Reynolds, Senior Attorney, Director, Urban Program, Natural Resources Defense Council; Mr. Graham Chisholm, Executive Director, Audubon California; Mr. Dan Silver, Executive Director, Endangered Habitat League; Ms. Traci Sheehan, Executive Director, Planning and Conservation League; Mr. Bill Center, Chair of the Board, Planning and Conservation League; Mr. Harry Love, Conservation Chair, Kern Audubon Society; Mr. Richard Hawley, Executive Director, Greenspace-the Cambria Land Trust; Mr. Jeffrey D. Parrish, Ph.D., Executive Director, Freedom to Roam; and Ms. Kristeen Penrod, Conservation Director, Science and Collaboration for Connected Wildlands.

This proposal was to consider the allocation for five grants to the Tejon Ranch Conservancy (Conservancy) to acquire five perpetual conservation easements over a total of 62,003± acres to protect significant natural landscapes and ecosystems, provide corridors linking separate habitat areas to prevent fragmentation, and promote the recovery of threatened and endangered species. The five easement properties are all situated within a larger property, known as Tejon Ranch, which comprises approximately 270,000 acres located in Kern and Los Angeles Counties. Mr. Jon Wilcox of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The Tejon Ranch is located along Interstate 5, approximately 60 miles north of Los Angeles and 30 miles south of Bakersfield. Its 422 square miles make it almost as large as the City of Los Angeles and about 40% the size of Rhode Island. The project provides a key linkage and wildlife corridors between the southern region of the Sierra Nevada Mountains and the Tehachapi Mountains.

#### PROJECT DESCRIPTION

Tejon Ranch was founded in 1843 as a Mexican land grant and through the decades the Ranch grew in size as additional land grants were purchased by

General Edward Fitzgerald Beale. The Ranch contains a mosaic of rugged mountains, steep canyons, oak covered rolling hills, and broad valleys.

The landowner has agreed to convey five conservation easements over Tejon Ranch in accordance with the terms and conditions of the Tejon Ranch Conservation and Land Use Agreement. The Agreement was struck with the landowner, Natural Resources Defense Council, National Audubon Society, Planning and Conservation League, Sierra Club, Endangered Habitats League and the Conservancy.

Further the Tejon Ranch Company (TRC) has agreed to dedicate conservation easements over an additional 135,000 acres as TRC receives development approvals, with all dedications to occur within 30 years from final approval of the first development project.

Tejon Ranch straddles the Tehachapi Mountains, and lies at the confluence of four major ecological regions: Great Central Valley, Sierra Nevada, Mojave Desert, and Southwestern California. Thus, the diversity of plants and animals found on Tejon Ranch reflects its position at what has been termed a bio-geographic crossroads, where species unique to each of these regions can be found together on the Ranch. The east-west trending Tehachapi Mountains serve as the spine of regional landscape linkage between the Coast/Transverse Ranges to the west and the Sierra Nevada to the east.

Tejon Ranch lies at the center of this continentally significant linkage, protection of which has long been a conservation priority for many organizations and agencies. This linkage includes the last grassland corridor around the agricultural lands in the southern San Joaquin Valley, oak and pinyon-juniper woodlands that connect to the west and east slopes of the Sierra Nevada respectively, and "sky islands" of conifer habitat connecting the more extensive conifer forests in the adjacent Transverse Range and Sierra Nevada. Tejon Ranch appears to be a hotspot of evolution, where a large number of different species and subspecies have evolved over time. The Ranch is also characterized by a significant amount of topographic complexity – over 6,000 feet of elevation change, major north-south and east-west trending canyons, and a well distributed diversity of slopes and aspects – thereby providing landscape resilience and a potential refugium for species in the face of climate change.

The easement areas support a wide-variety of plant and animal species, including a number of special status species. These include bald and golden eagles, tricolored black bird, San Joaquin kit fox, Swainson's hawk, American badger, and Bakersfield cactus.

Tejon Ranch contains a very rich record of intact prehistoric archaeological sites resulting from three different adaptive systems, dating back at least 4000



years. Tejon Ranch was the location of the first Indian reservation in the U.S., established in 1853. The sites associated with this reservation are remarkably well preserved. They represent the single best, and most complete, archaeological district of historical-era Native American sites in California.

The Pacific Crest Trail (PCT) runs through a portion of the Ranch and one of the easement areas will be bisected by the future realignment of the PCT.

The five easement areas are explained in more detail below:

White Wolf. The 16,178-acre White Wolf easement area is located entirely within Kern County. The easement area is bounded by the Tejon Ranch property boundary to the west, near top of slope to the north, and a varying contour line to the south and east. Highways 58 and 223 traverse the easement area, and secondary county-maintained roads include Deer Trail Road in the southern portion and Bena and Caliente-Bodfish roads cut across the northern portion. The Bakersfield National Cemetery inholding lies within White Wolf. Current land uses in the easement area are cattle ranching, wildlife management (hunting), and mining. Approximately 10,969 acres of the easement area is under Williamson Act contract, within which 93 acres of that have a non-renewal notice filed.

White Wolf supports four primary natural community types: grassland, oak woodland, scrub, and riparian. The grassland community type (14,222 acres) is found on the San Joaquin Valley floor and lower foothills of the Tehachapi Mountains. At higher elevations and northeast facing slopes of the Tehachapi Mountain foothills, grasslands transition to oak woodlands (1,748 acres), both open savanna and closed woodland types.

Shrub communities (133 acres) are scattered on slopes within grassland communities. Riparian communities (75 acres) are associated with drainages on the flank of Bear Mountain, tributaries of Caliente Creek, and springs and areas with very high groundwater. Within these four major communities, a wide array of plant species associations or alliances can be found. Excluding designated mining areas, all of the natural communities within White Wolf are generally devoid of human alteration and support high quality resource conditions.

Some of the special status species documented within the White Wolf easement include Tejon poppy, Swainson's hawk, tricolored blackbird, American badger and San Joaquin kit fox.

Michener. The 1,585-acre Michener easement area is located within Los Angeles County. The easement area is bounded by the Tejon Ranch property boundary to the south, west and east, and the north ends of T8N, R19W, Section 1 and T8N, R18W, Section 6. Current land uses in the easement area

are cattle ranching and wildlife management (hunting). There are no Williamson Act contracts in Los Angeles County. The majority of the property (1,456 acres) lies with Los Angeles County Significant Ecological Area #59.

Michener supports grassland and oak woodland natural community types. Oak woodlands (467 acres) tend to be associated with north and east facing canyons, which are surrounded by grassland communities (1,118 acres). It is a fairly species rich area for its size, with a relatively high percentage of native species. All of the natural communities within Michener are generally devoid of human alteration and support high quality resource conditions.

Michener supports two primary drainages: Bear Canyon and Crane Canyon, which drain north to Castac Lake. Michener comprises an approximately 2-mile portion of a regional habitat linkage design proposed by the South Coast Wildlands Project (Penrod et al. 2003) to conserve connectivity for a broad suite of plant and animal species.

Tri-Centennial. The 7,183-acre Tri-Centennial easement area is located entirely within Kern County. The easement area is bounded by the Tejon Ranch property boundary to the south, the approximately 4,500-foot elevation contour to the north, the extension of 290th Street to the west, and T9N, R16W, Section 9 to the east. Current land uses in the easement area are cattle ranching and wildlife management (hunting). The entire easement area is under Williamson Act contract.

Tri-Centennial supports natural communities that can be grouped into four major types: grasslands, shrub, riparian, and Joshua tree woodland. The grassland community type (3,316 acres) is found on the Antelope Valley floor and dissected alluvial terraces of the Tehachapi Mountains. Scrub communities (2,652 acres), including both chaparral and desert scrub habitats, occur along the foothills and alluvial terraces of the Tehachapi Mountains. Riparian communities (534 acres) are found in Antelope Canyon, the only significant stream draining the southern slopes of the Tehachapi Mountains, and springs discharging along the foothills and alluvial terraces. Joshua tree woodlands (681 acres) are found within Canyon del Gato Montes and some adjacent alluvial fans. All of the natural communities within Tri-Centennial are generally devoid of human alteration and support high quality resource conditions. The flora of Tri-Centennial is characterized by a high percentage (92%) of native species and many unique plant assemblages. The desert scrub communities in Tri-Centennial are of particularly high quality. These scrub communities generally have very low levels of disturbance, low levels of nonnative plant species, and a high diversity of native shrubs, forbs and grasses.

Tri-Centennial supports a series of small, intact watersheds draining the southern slope of the Tehachapi Mountains. Tri-Centennial comprises an

approximately 4-mile portion of a regional habitat linkage design proposed by the South Coast Wildlands Project to conserve connectivity for a broad suite of plant and animal species.

Special status species documented within Tri-Centennial include the Loggerhead shrike and Tehachapi pocket mouse.

Old Headquarters. The 26,716-acre Old Headquarters easement area is located entirely within Kern County. The easement area is bounded by the Tejon Ranch property boundary to the northeast, approximately the 2,000-foot contour to the southeast, between a 1,100 to 2,400-foot contour to the north and a varying contour line to the west. The site of the original headquarters of the Tejon Ranch Company lies within the easement area, which currently support numerous houses, barns, and workshops. Current land uses in the easement area are cattle ranching, wildlife management (hunting), and oil and gas extraction. Approximately 12,920 acres of the easement area is under Williamson Act contract.

Old Headquarters supports natural communities that can be grouped into three major types: grasslands, oak woodlands, and riparian. The grassland community type (21,435 acres) is found on the San Joaquin Valley floor, Tejon Hills, and lower foothills of the Tehachapi Mountains. At higher elevations and northeast facing slopes of the Tehachapi Mountain foothills, grasslands transition to oak woodlands (2,537 acres), both open savanna and closed woodland types. Riparian communities (1,592 acres) are associated with drainages traversing Old Headquarters and springs and areas with very high groundwater. Within these three major communities, a wide array of plant species associations or alliances can be found. There is also a grove of nonnative eucalyptus trees near the agricultural areas (18 acres).

There are three major watersheds comprising Old Headquarters: Tejon Creek, El Paso Creek, and Tunis Creek. All of these watersheds drain to the Tulare Lake Hydrologic Region of the southern San Joaquin Valley.

Old Headquarters comprises an approximately 10-mile portion of a regional habitat linkage design proposed by the South Coast Wildlands Project to conserve connectivity for a broad suite of plant and animal species. With the exception of the Designated Farming and Disturbance Areas, the majority of natural communities within Old Headquarters is generally devoid of human alteration and provides connectivity functions for many San Joaquin Valley species.

Some of the special status species documented within Old Headquarters include the Bakersfield cactus, Striped adobe lily, Tejon poppy, Western spadefoot, bald eagle, golden eagle, San Joaquin kit fox, northern harrier and tricolored blackbird.

Bi-Centennial. The 11,026-acre Bi-Centennial easement area is located within both Kern (10,777 acres) and Los Angeles (249 acres) counties. The easement area is bounded by the Tejon Ranch property boundary and the Kern/Los Angeles County line to the south, the extension of 290th Street to the east, the National Cement lease boundary to the west, and extends north to a boundary line between the 3,500 and 4,500-foot contours. The Bi-Centennial easement area is essentially bisected by the proposed future conservation easement corridor for a realignment of the Pacific Crest Trail through Tejon Ranch. Current land uses in the easement area are cattle ranching, wildlife management (hunting), mining, agriculture, and a series of infiltration basins associated with the Tejon Ranch Company (TRC) Water Bank. The California Aqueduct traverses the western portion of the easement area. Approximately 7,044 acres of the eastern two-thirds of the easement area is under Williamson Act contract.

Bi-Centennial supports natural communities that can be grouped into four major types: grasslands, shrub, oak woodlands, and riparian. The grassland community type (5,847 acres) is found on the Antelope Valley floor and dissected alluvial terraces of the Tehachapi Mountains. Scrub communities (3,475 acres), including both chaparral and desert scrub habitats, occur along the foothills and alluvial terraces of the Tehachapi Mountains. At higher elevations between Los Alamos and Big Sycamore canyons, grasslands transition to open oak woodlands (628 acres). Riparian communities (847 acres) are associated with streams draining the southern slopes of the Tehachapi Mountains and springs discharging along the foothills and alluvial terraces. Except for the designated mining and agricultural areas and TRC Water Bank, all of the natural communities within Bi-Centennial are generally devoid of human alteration and support high quality resource conditions. In particular, Bi-Centennial supports outstanding native grasslands, and Bi-Centennial is well-known for its very showy native wildflower displays in the spring.

Bi-Centennial supports a series of small watersheds draining the southern slope of the Tehachapi Mountains, including Los Alamos Canyon, Little Sycamore Canyon, Bronco Canyon, and Pescado Creek, and a number of unnamed drainages. All of these watersheds drain to the Antelope Hydrologic Unit of the Lahontan Region in the western Antelope Valley.

Some of the special status species documented within Bi-Centennial include the silvery false lupine, Adobe yampah, coast horned lizard, northern harrier, loggerhead shrike, tricolored blackbird, burrowing owl and the Tehachapi pocket mouse.

The Bi-Centennial easement area in the Antelope Valley portion of the Ranch supports an approximately 7-mile wide swath of the southern foothills of the Tehachapi Mountains rising approximately 1,500 feet from the Mojave Desert

floor. Bi-Centennial is visible from surrounding communities, such as Palmdale, Lancaster, and Neenach, visitors to the Antelope Valley Poppy Preserve, and by travelers on Highway 138.

#### WCB PROGRAM

The proposed grant for this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, the Wildlife Conservation Law of 1947 (Fish and Game Section 1300, et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through development of a Land Acquisition Evaluation (LAE)/Conceptual Area Protection Plan (CAPP). The LAE/CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

Under the terms of the conservation easements, the landowner will continue Ranch activities, including ranching /livestock management, farming, hunting and other wildlife management activities and water banking. The Conservancy will hold the conservation easements and will monitor the property for compliance with the purposes, terms and conditions of the conservation easements. Monitoring will be performed by the Conservancy staff.

Day to day operations and overall management will be carried out consistent with a management plan. The Interim Ranch-Wide Management Plan (IRWMP) and subsequent Ranch-Wide Management Plan (RWMP), identifies and assess natural resource and conservation attributes of the conserved lands in order to develop sustainable stewardship management strategies that provide for protection and enhancement of natural resources values and management of existing ranch uses. In addition the RWMP will establish best management practices for continued use of the conserved lands for existing ranch uses.

Public enjoyment of the conserved lands is high priority of the Conservancy and TRC. Both parties have agreed to establish and implement a public access plan that encourages and facilitates public access, including public access opportunities for underserved populations.

#### TERMS

The property owner has agreed to sell the conservation easements for the Department of General Services' (DGS) approved combined appraised fair market value of \$15,750,000.00. The DGS approved combined fee interest value is \$49,720,000.00. The terms and conditions of the proposed grant to the Conservancy provide that staff of the WCB will review and approve all title documents, appraisals, preliminary title reports, documents for purchase and

sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account(s) established for the acquisition. In the event of breach of the grant terms, the WCB can request the conveyance of the conservation easement to the State and/or seek reimbursement of funds.

The separate DGS approved conservation easement values are broken down below:

Conservation Easement Area	Conservation Easement Value	Acres
White Wolf	\$4,340,000.00	15,500
Old Headquarters	\$7,050,000.00	26,717
Michener	\$450,000.00	1,585
Bi-Centennial	\$2,910,000.00	11,019
Tri-Centennial	\$1,000,000.00	7,183

#### PROJECT FUNDING

The WCB will be funding the entire purchase price.

<b>Wildlife Conservation Board</b>	<b>\$15,750,000.00</b>
TOTAL Purchase Price	<u>\$15,750,000.00</u>
Other Project-related Costs:	50,000.00
<b><u>TOTAL WCB Allocation</u></b>	<b><u>\$15,800,000.00</u></b>

It is estimated that an additional \$50,000.00 will be needed to cover project-related expenses, including DGS appraisal review and independent appraisal reviews.

#### FUNDING SOURCE

The proposed funding source for this acquisition is the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b). This fund allows for acquisition and protection of habitat that promotes recovery of threatened and endangered species; provides corridors linking separate habitat areas to prevent fragmentation; and protects significant landscapes and ecosystems, including old growth redwoods, mixed conifer forests, oak woodlands, riparian habitat and other significant habitats and is consistent with the objectives of this project.

#### ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse.

### STAFF RECOMMENDATION

Staff recommended that the Wildlife Conservation Board approve the grants to the Tejon Ranch Conservancy for its acquisition of the conservation easements as proposed; allocate \$15,800,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b) to cover the grant amounts and pay internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Mr. Wilcox introduced Mr. Robert Stine, President of the Tejon Ranch Company; Mr. Tom Maloney, Executive Director, from the Tejon Ranch Conservancy; and Mr. Graham Chisholm, Executive Director of the Audubon California, who were in the audience and available to answer questions.

Ms. Finn asked why we are having five separate grants in this project. Mr. Wilcox responded that there are special requirement uses for each area, and there are four different regions involved in this project. Ms. Colborn asked if the oil and mining activities will continue and if they are compatible with the conservation plans and purposes. Mr. Wilcox responded that these activities are limited to where they occur now and the uses are provided for in the conservation easement and will continue. Mr. Wilcox added that the Tejon Conservancy will monitor the activities and will be responsible for those items.

Mr. Maloney introduced himself before the Board and spoke in support of this project. Mr. Maloney mentioned the importance of public access and said that the Tejon Ranch Conservancy has been working closely with different organizations and the public to get a better understanding and use of public access on the property. Mr. Maloney said that community hikes are very popular in the area, especially during wildflowers blooming season. Mr. Maloney commented that the Pacific Crest Trail realignment, that represents 38 miles of public access, routing has been agreed to between the US Forest Service, Pacific Crest Trail Association, Tejon Ranch Conservancy and the fee holder, Tejon Ranch Company, are currently working on conveyance agreement.

Mr. McCamman mentioned hunting opportunities that are now on the property and asked if they will continue as the Tejon Conservancy will manage the property. Mr. Maloney responded that hunting opportunities will continue. Mr. Maloney also added that four principal uses that the fee holder will continue on the conserved lands are cattle ranching, the hunt program, wildlife management program, and the filming activity; each of these activities will be subject to the ranch-wide management plan, prepared by the Conservancy.

Ms. Finn had a question about public access. Mr. Maloney replied that, until the first ranch-wide management plan is due in 2013, the Conservancy is

working on an annual basis in coordination with Tejon Ranch Company natural resources staff to arrange hikes, and commented that this coordination is working extremely well. Mr. Maloney said that the public access plan will be essential component of the ranch-wide management plan.

Mr. EJ Remson of TNC introduced himself and said that he came to today's Board meeting representing two groups: The Nature Conservancy and Southern Sierra Partnership, and spoke in support of this project. Mr. Remson said that this project is among the highest priority for conservation in the State. Mr. Remson also stated that this project represents about a 60 mile linkage that connects the coastal ranges with the southern Sierra Nevada Mountains.

Mr. McCamman commented that several years ago, the Governor signed the agreement which led to this acquisition and was identified at that time as a high priority project.

Mr. Donnelly commented that it is hard to summarize the amount of work, the amount of frustration and pleasure that goes into landmark projects such as this one, and he wanted to acknowledge and express his gratitude to the people who put their work into this project and were in the audience today. Mr. Donnelly recognized Ms. Nancy Templeton and Mr. Jon Wilcox of the Wildlife Conservation Board; Ms. Catherine Caldwell, the initial land agent who started working on this project; Mr. Bob Stine, President of the Tejon Ranch Company; Mr. Graham Chisholm, Executive Director of the Audubon California. Mr. McCamman also acknowledged in audience Mr. Todd Ferrara from California Natural Resources Agency who has been working on this project for several years.

Mr. McCamman asked if there were any other questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve the grants to the Tejon Ranch Conservancy for its acquisition of the conservation easements as proposed; allocate \$15,800,000.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(b) to cover the grant amounts and pay internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**



30. Bottle Peak \$3,562,900.00  
San Diego County

Mr. Donnelly reported that a letter of support for this project was received from Mr. Dan Silver, Executive Director of the Endangered Habitat League.

This was a proposal to consider the allocation for a grant to The Escondido Creek Conservancy (TECC) to assist with the acquisition of 418± acres of property to anchor regional habitat conservation planning efforts, in central San Diego County and provide a critical ecological link between coastal habitat and the higher elevation Cleveland National Forest. Ms. Teri Muzik of the Wildlife Conservation Board briefly described the project and its location.

#### LOCATION

The subject property is located east of Interstate Highway 15 and west of Lake Wohlford on the northeasterly border of the City of Escondido in San Diego County. The property has been identified by the Department of Fish and Game (DFG) as a priority for protection in the Rancho Guejito Conceptual Area Protection Plan (CAPP). The subject property is strategically located west of Guejito Ranch and contributes to a north-south habitat linkage between the South San Diego County Multiple Species Conservation Program (MSCP) and the North San Diego County Multiple Species Conservation Plan (NC MSCP).

#### PROJECT DESCRIPTION

The subject property contains a variety of significant biological resources. The existing natural open space represents a large portion of the remaining open space in the contiguous unincorporated region of the City of Escondido and supports many sensitive plant and animal species including the federally threatened coastal California gnatcatcher, coast live and Engelmann oak woodlands, various types of chaparral, coastal sage scrub, grasslands and riparian habitats. Based on its topography, native vegetation, large north-south canyon/drainage and adjacent open space areas, the property provides essential landscape linkage, habitat biodiversity and an important natural linkage for wildlife corridors at the intersection of the MSCP and the NC MSCP. Acquisition of the subject property will also create a significant habitat and open space buffer from the more urbanized areas to the west.

#### WCB PROGRAM

The proposed grant for this project is being made under the Land Acquisition Program at WCB. The Acquisition Program is administered pursuant to the WCB's original enabling legislation, The Wildlife Conservation Law of 1947 (Fish and Game Code Section 1300 et seq.) to acquire areas that can successfully sustain wildlife and provide for suitable recreation opportunities. Under this program, acquisition activities are carried out in conjunction with the DFG, evaluating the biological values of property through development of a Land Acquisition Evaluation (LAE)/Conceptual Area Protection Plan (CAPP).

The LAE/CAPP is then submitted to DFG's Regional Operations Committee (ROC) for review and approval and later transmitted to the WCB with a recommendation to fund.

#### MANAGEMENT OBJECTIVES AND NEEDS

TECC is a non-profit, public benefit corporation dedicated to the preservation, restoration and protection of the natural open space within the Escondido Creek watershed. It currently owns and/or manages approximately 266 acres of land in seven separate ownerships in the Escondido Creek watershed, spanning roughly between the Cities of Encinitas and Escondido. The landowner is considering making an endowment to TECC for management of this property.

Since this project will be managed by TECC consistent with the guidelines established for the MSCP and NC MSCP plans, public access to the property will be minimal but will likely include access for educational and scientific studies. If appropriate, guided tours by local groups may also be considered by TECC.

The WCB grant agreement requires annual monitoring by TECC and access to the property by WCB/DFG not less than once every three years to conduct monitoring.

#### TERMS

This proposed acquisition is for approximately one-half (417±) of the total acreage (800±) of the subject property. The full property was appraised and the appraisal was approved by the Department of General Services (DGS). Before the project could be completed, the available bond funding was frozen and the project was placed on hold. When funding was again available, the appraisal was updated. The value had decreased and the updated appraisal was reviewed and approved by the DGS. Due to budget constraints, the project was scaled back to the current acreage. After consultation with the DGS appraisal review staff, the per-acre value in the updated appraisal of the whole property was deemed to be applicable to the current project. The landowner has agreed to sell the property for the approved, appraised value of \$3,552,900.00.

The terms and conditions of the proposed grant to TECC provide that staff of the WCB will review and approve all preliminary title reports, title documents, documents for purchase and sale, instruments of conveyance, and escrow instructions prior to disbursement of funds directly in the escrow account established for the acquisition.

#### PROJECT FUNDING

The WCB proposes to make a grant to TECC for the full amount of the purchase price.

**Wildlife Conservation Board**

**\$3,552,900.00**

Other Project-related Costs:

10,000.00

**TOTAL WCB Allocation**

**\$3,562,900.00**

It is estimated that an additional \$10,000.00 will be needed to cover project-related expenses, including DGS appraisal review costs.

**FUNDING SOURCE**

The purposes of this project are consistent with the proposed funding source, Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c), that allows for grants to implement or assist in the establishment of Natural Community Conservation Plans.

**ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION**

The acquisition has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse.

**STAFF RECOMMENDATION**

Staff recommended that the Wildlife Conservation Board approve this project as proposed; allocate \$3,562,900.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c) to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

Ms. Muzik introduced Mr. Greg Lowther, the landowner's representative, who was in the audience and available to answer questions.

Ms. Finn asked if the Escondido Creek Conservancy has enough resources to manage the property. Ms. Muzik confirmed that this is correct.

Mr. Lowther introduced himself before the Board and said that the landowner is giving an endowment for \$240,000.00 with an option for the State to purchase the remaining 800 acres. Ms. Finn asked if this option is for the State, not for the Conservancy. Ms. Muzik commented that this is the Right of First Refusal, so this is the option for the State.

Mr. McCamman asked if there were any questions or comments about this item. There were none.

**It was moved by Ms. Finn that the Wildlife Conservation Board approve this project as proposed; allocate \$3,562,900.00 from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c) to cover the grant amount and internal project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.**

**Motion carried.**

31. DFG Presentation  
Conservation and Habitat Mapping

Informational

Ms. Monica Parisi from the Department of Fish and Game presented this item.

In 2010, the Department of Fish and Game (Department) completed work on two complementary statewide mapping and modeling efforts. To guide and inform its priorities for species and habitat conservation in service of its broad mission to conserve California's natural resources for both ecological and recreational values, the Department undertook Areas of Conservation Emphasis II (ACE II). The primary focus of ACE II was to collect and summarize the best available statewide spatial data on biological richness, including species diversity, rarity, and sensitive habitats. Information on recreational needs and opportunities throughout the State, including fishing, hunting and wildlife-viewing, was also compiled. Because a functional network of connected wildlands is essential to the continued support of California's diverse natural communities in the face of both human development and climate change, the Department partnered with Caltrans on the California Essential Habitat Connectivity (Connectivity) Project -- a commissioned study to identify large remaining blocks of intact habitat or natural landscape and model linkages between them that need to be maintained, particularly as corridors for wildlife.

The projects shared the goal of using the best available science, data sets, spatial analyses and modeling techniques in a process both transparent and repeatable. They supplement, and in many cases validate, earlier approaches to identify priorities by having experts with on-the-ground knowledge hand draw areas of high biological, recreational, or connectivity value on large maps.

Rather than produce single statewide maps depicting priorities, both projects produced a set of Geographic Information System (GIS) data layers that can be used flexibly to inform decision-making. ACE II layers represent specific biological and recreational values, threats, and landscape considerations at a consistent scale of 2.5 square mile hexagons that can be combined in various ways to identify priorities for conservation, depending on management question

or funding opportunity. The Connectivity Project has one layer identifying large intact habitat blocks, another modeling the "path of least resistance" or "least cost corridor" between them, and a third showing places where only a road disrupts habitat connectivity and Caltrans can offer solutions for restoring a connection.

These two complementary mapping efforts will continue to aid the DFG and conservation partners in the development of Land Acquisition Evaluations and Conceptual Area Protection Plans. They are key to achieving a network of large connected reserves of high biological value -- a focus of the State Wildlife Action Plan, the California Climate Change Adaptation Strategy, land acquisition and management, and conservation planning across jurisdictional boundaries.

Ms. Finn asked if other conservancies or other land groups in the State can benefit from using this information. Ms. Parisi responded that the connectivity data has been out since February and people can download maps and other supporting materials. Ms. Parisi also added that the conservancies are represented on the technical multi-disciplinary teams for the connectivity project. Ms. Diane Colborn had a question about miles Ms. Parisi mentioned in reference to the ACE Program. Ms. Parisi clarified that it is 2.5 square miles. Ms. Colborn asked how the Wildlife Conservation Board might be able to use the data. Ms. Parisi responded that this is a very simple process with connectivity data when you are looking at the corridor, which is actually rasterized data set, you can make it sort of semi-transparent, and you lay all the conserve lands underneath that in GIS, so you can see where the gaps are, and where one more acquisition can be completed. Ms. Colborn asked if Caltrans participated with the DFG in this connectivity project. Ms. Parisi replied that this is correct, and added that Caltrans are combining the data with their own database where they have wildlife crossings statistics where wildlife get hit, and Caltrans will use these two systems together to prioritize where they need to retrofit highway projects, and it would also help them being proactive to where actually site new transportation projects.

Mr. McCamman said that he would like to see how the projects that are being approved by this Board fit into CAPP programs in relation to the connectivity project. Mr. Donnelly commented that we have started this process as a part of restructuring of LAE and CAPP guidelines and criteria. Mr. Donnelly said that ACE II in the corridor mapping considerations are built into the work, and we should be able to incorporate into the agenda write-ups. Mr. Donnelly commented that there may be projects that we considered that come through other planning avenues such as Central Valley Joint Venture or South Coast Wetland Recovery Project, and Mr. Donnelly said that he would not want to foreclose the opportunity for the Wildlife Conservation Board to consider those projects even though the data was not secured through ACE II. Mr. McCamman agreed and commented that these data collection processes are

important. Mr. Donnelly commented that having this information available on the Internet and accessible by the public is very important. Ms. Finn asked if the Board Members can be updated on this item at a future meeting. Mr. Donnelly confirmed.

32. 2011 Wildlife Conservation Board  
Tentative Meeting Schedule

Informational

The Wildlife Conservation Board adopted the following Board Meeting schedule for the 2011:

February 24, 2011

June 2, 2011

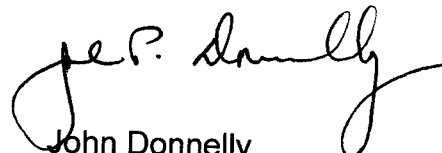
August 25, 2011

November 17, 2011

Mr. Donnelly expressed his gratitude for the entire WCB staff for making this Board meeting successful. Mr. Donnelly also reported that one of the WCB staff, Ms. Janell Bogue, will be leaving the Wildlife Conservation Board. Mr. Donnelly also mentioned that this is the last meeting we will have our Board Members, Senator Patricia Wiggins and Assembly Member Ira Ruskin, represented at our Board. Mr. Donnelly thanked Ms. Teresa Schilling, Senator Wiggins's representative, and Ms. Erin Shaw, Assembly Member Ruskin's representative, for serving on the Board Legislative Advisory Committee.

With no further business to discuss, the meeting was adjourned at 12:45 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John P. Donnelly", written in a cursive style.

John Donnelly  
Executive Director

## PROGRAM STATEMENT

At the close of the meeting on November 18, 2010, the amount allocated to projects since the Wildlife Conservation Board's inception in 1947 totaled \$2,234,062,144.78. This total includes funds reimbursed by the Federal Government under the Accelerated Public Works Program completed in 1966, the Land and Water Conservation Fund Program, the Anadromous Fish Act Program, the Sport Fish Restoration Act Program, the Pittman-Robertson Program, and the Estuarine Sanctuary Program.

The statement includes projects completed under the 1964 State Beach, Park, Recreational and Historical Facilities Bond Act, the 1970 Recreation and Fish and Wildlife Enhancement Bond Fund, the Bagley Conservation Fund, the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974, the General Fund, the Energy Resources Fund, the Environmental License Plate Fund, the State, Urban and Coastal Park Bond Act of 1976, the 1984 Parklands Fund, the 1984 Fish and Wildlife Habitat Enhancement Bond Act, the California Wildlife, Coastal and Park Land Conservation Act of 1988, Cigarette and Tobacco Products Surtax Fund of 1988, California Wildlife Protection Act of 1990, the Safe, Clean, Reliable Water Supply Act of 1996, the Natural Resources Infrastructure Fund, the Harbors and Watercraft Revolving Fund, Forest Resources Improvement Fund, the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond, Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Fund, California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund, Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006, and the Wildlife Restoration Fund. In addition to projects completed with the above funding sources, this statement includes tax credits awarded under the Natural Heritage Preservation Tax Credit Act. The tax credits are not reflected in the total amount allocated to projects.

A. Fish Hatchery and Stocking Projects .....	\$16,006,219.06
B. Fish Habitat Preservation, Development & Improvement.....	41,962,415.28
Reservoir Construction or Improvement .....	5,605,699.00
Stream Clearance and Improvement.....	28,543,077.09
Stream Flow Maintenance Dams.....	542,719.86
Marine Habitat .....	3,046,619.07
Fish Screens, Ladders and Weir Projects.....	4,224,300.26
C. Fishing Access Projects .....	53,441,681.40
Coastal and Bay .....	4,612,013.11
River and Aqueduct Access.....	17,582,175.38
Lake and Reservoir Access .....	10,494,639.87
Piers .....	20,752,853.04
D. Game Farm Projects .....	146,894.49
E. Wildlife Habitat Acquisition, Development and Improvement .....	2,058,230,332.93
Wildlife Areas (General).....	414,853,091.24

Miscellaneous Wildlife Habitat Development .....	21,751,962.86
Wildlife Areas/Ecological Reserves, (Threatened, Endangered or Unique Habitat) .....	738,800,972.11
Land Conservation Area .....	12,992,940.18
Inland Wetlands Conser. Grants & Easements.....	25,724,296.36
Riparian Habitat Conser. Grants & Easements.....	65,135,393.64
Other Wildlife Habitat Grants .....	778,971,676.54
F. Hunting Access Projects .....	636,898.57
G. Miscellaneous Projects (including leases).....	22,123,289.94
H. Special Project Allocations .....	1,696,372.89
I. Miscellaneous Public Access Projects .....	39,284,585.15
State Owned .....	2,338,506.19
Grants .....	36,946,078.96
J. Sales and/or exchanges .....	533,455.07
K. Natural Heritage Preservation Tax Credit Act (tax credits awarded) ...	(48,598,734.00)
Statutory plans .....	(0.00)
Corridors, wetlands, wildlife habitat, streams and riparian habitat .....	(6,234,658.00)
Agricultural lands.....	(13,775,640.07)
Water and water rights .....	(0.00)
State and local parks, open space and archaeological resources .....	(28,588,435.93)
Total Allocated to Projects	\$2,234,062,144.78



## COMMITTEE MEETINGS

11:30 A.M.

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

- A. Consider application for a floodplain development variance for the agricultural storage building planned at 8947 State Route 70, APN 006-030-002 - Community Development and Services (Five minute estimate) (186-11)

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# 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

April 26, 2011

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: TIM YOUNG, ASST. DIRECTOR OF PUBLIC WORKS *TY*

SUBJECT: FLOODPLAIN DEVELOPMENT VARIANCE FOR AGRICULTURAL  
STORAGE BUILDING AT 8947 STATE ROUTE 70

### RECOMMENDATION:

Recommend approval to the Board of Supervisors for the application of a floodplain development variance for the agricultural storage building planned at 8947 SR 70, APN 006-030-002.

### BACKGROUND:

The owners of 8947 SR 70, located east of SR 70 in District 10 are proposing to construct a concrete and steel agricultural building. The new 20,000sf building will be used to store and dry rice and will act as part of an existing rice processing facility.

### DISCUSSION:

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

### FISCAL IMPACT:

There is no fiscal impact to Yuba County.

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## GENERAL APPLICATION

### INFORMATION FORM

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

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

I. Project Characteristics:

- A. Describe the proposed project including all existing and proposed uses of the site. Construction of flat storage building. Used to store and dry rough rice in conjunction with adjacent rice drying and storage facilities.

- B. Parcel size (square feet or acres): 2.0 acres

- C. Existing land use (attached photographs of the site):

Undeveloped (vacant) ✓ Developed                     

If developed, describe extent (type and use of all structures): N/A

- D. Existing surrounding land uses:

North Walnut orchard  
South rice dryer  
East rice dryer  
West Hwy 70, orchards

- E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? NO

If yes, please explain N/A

- F. Will the project include utility services (electric, gas, water, sewer) to the proposed building? yes

If yes, please explain electric only for lighting and fans.

- G. Will the project include any stationary mechanical equipment in the proposed building? NO

If yes, please explain N/A

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- H. What is the necessity of the facility to have a waterfront location? N/A

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- I. Is there an alternative location available for the proposed structure that is not subject to flooding or erosion damage? NO

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

Amber M. Meehan

Signature of Person Preparing Form

3-31-11

Date



Telephone Number

**ELIGIBILITY CRITERIA**  
(Completed by Applicant)

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

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

Applicant's Statement: Parcel is in the immediate proximity of existing rice drying and storage facilities. Optional locations are at a considerable distance and would require trucking, additional costs, and add to traffic congestion. Proposed structure will be used exclusively for the drying and storage of rough rice, and conveyance of rice will be incorporated into existing systems.

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

Applicant's Statement: This variance is for new construction. The footprint of the proposed building is 20,000ft<sup>2</sup>. There will be no changes to the areas surrounding the building. Current ~~lot~~ lot size is 2 acres.

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

Applicant's Statement: Not for repair or rehabilitation.

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

Applicant's Statement: Not in a regulatory floodway.

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

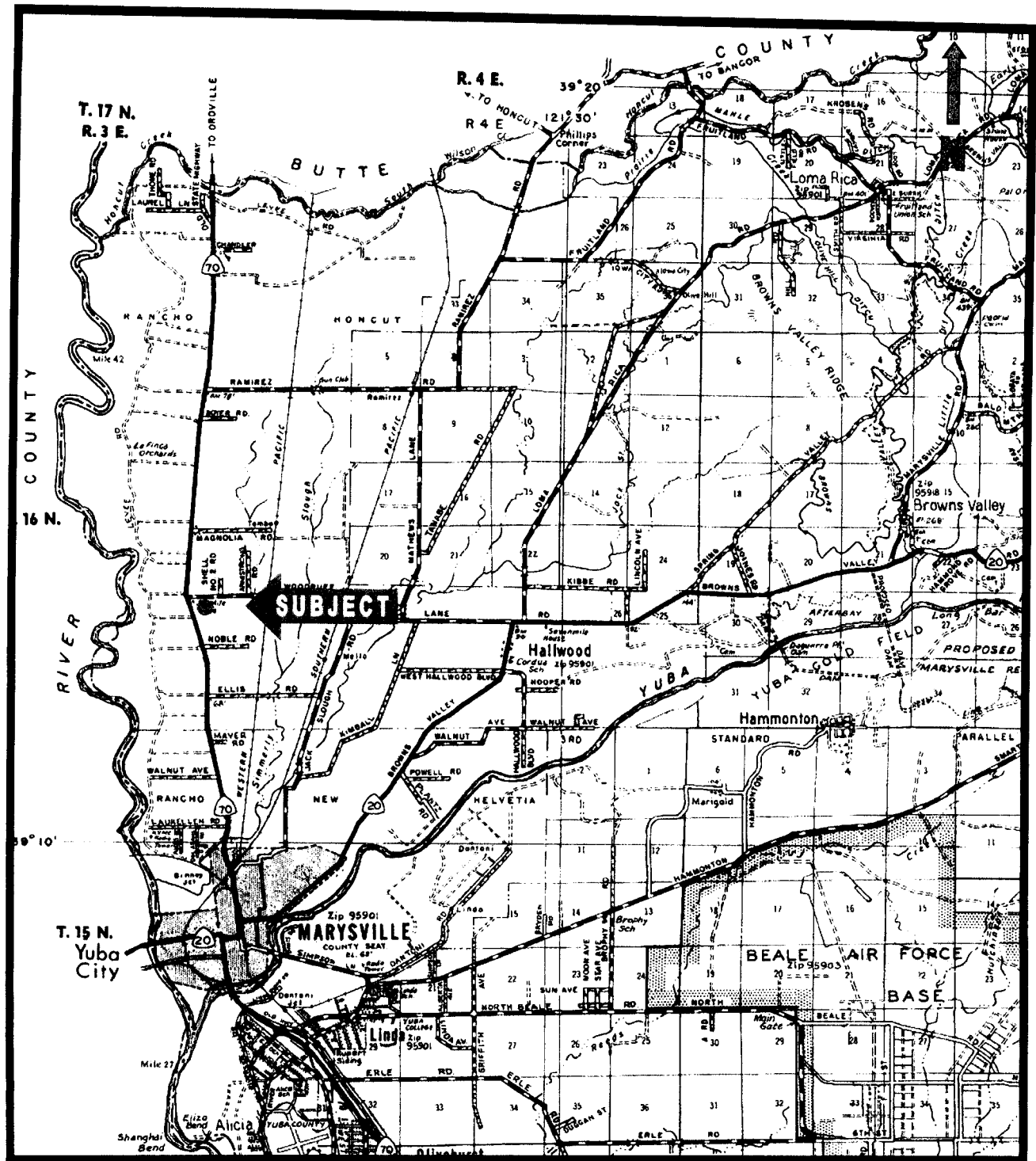
Applicant's Statement: The request for a variance is the  
minimum deviation possible. Building will be  
uninhabited and constructed with floodproof materials.  
Any compliance with constructing above a Base Flood  
Elevation is not economically reasonable.

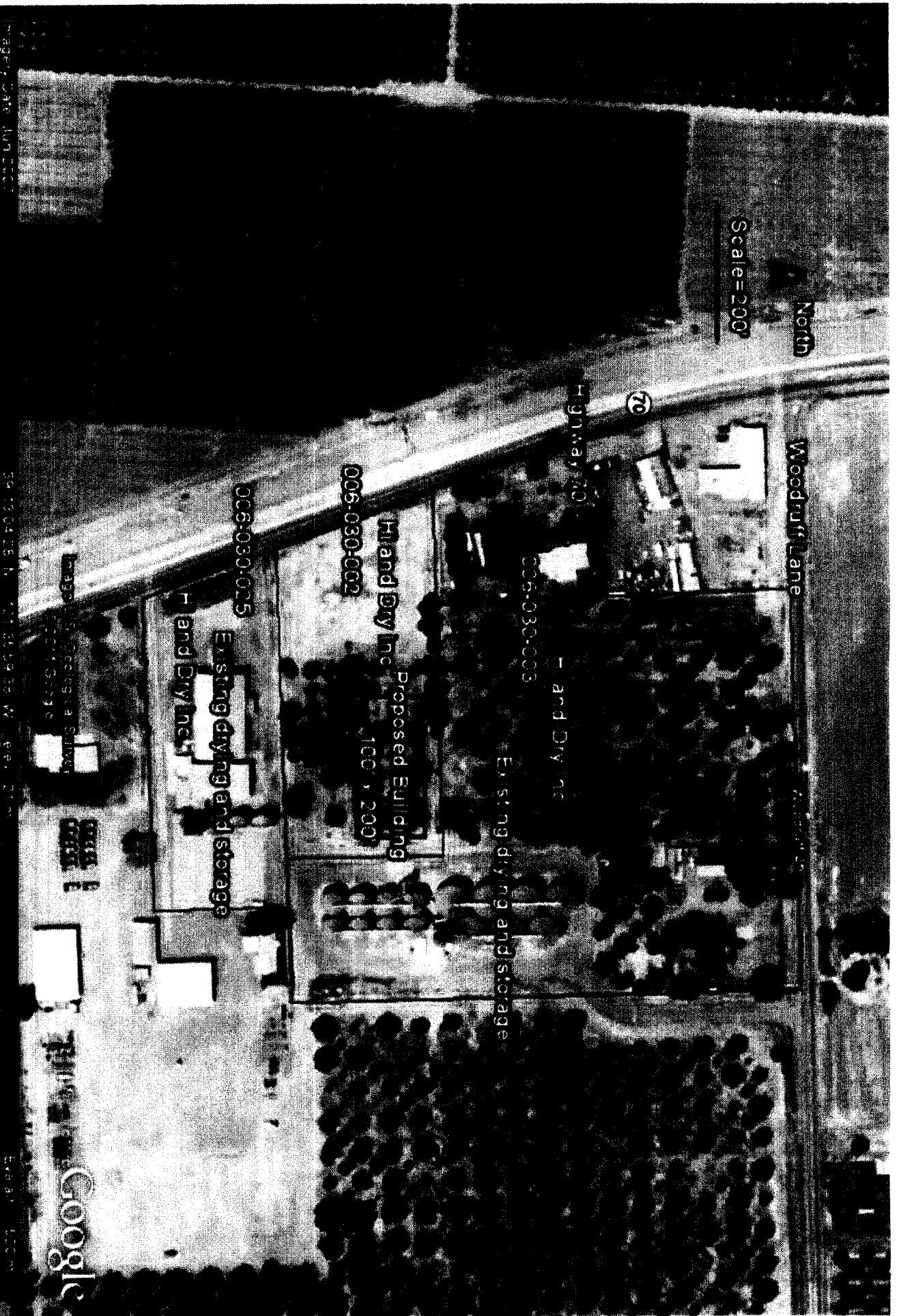
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# AREA LOCATION MAP





Site Plan for Floodplain Variance Application  
Hi and Dry Inc.