

# 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.

**JUNE 21, 2011**

**8:30 A.M.      Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)**

- A. Consider agreement with Atkins North America for development and implementation of a Flood Preparedness Website for Yuba County - Administrative Services (Five minute estimate) 267-11

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

- A. Consider ordinance repealing and reenacting Chapter 8.79 of the Yuba County Ordinance Code for Hammon Grove Park and Sycamore Ranch and resolution to establish reservation processing and fees at same - Community Development and Services (Five minute estimate) (268-11)

**9:00 A.M.      THREE RIVERS LEVEE IMPROVEMENT AUTHORITY SPECIAL MEETING**

**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 Griego

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

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

A. **Auditor-Controller**

1. Authorize Budget Transfer in the amount of \$1,500 from Account No. 101-0400-412-2300 (Professional Services) to Account No. 101-0400-412-2200 (Office Expense) for \$500 and Account No. 101-0400-412-2900 (Travel) to cover year end shortages. (242-11)

B. **Clerk of the Board of Supervisors**

1. Appoint Lenny Morales to the Fish and Game Advisory Commission as an At-large Representative to fill the remaining time left on an unscheduled vacancy and a four year term ending July 24, 2015. (243-11)
2. Approve minutes of the meeting of June 7, 2011. (244-11)

C. **Community Development and Services**

1. Adopt resolution declaring portion of Simpson Lane lying within the City of Marysville to no longer be a County highway. (Land Use and Public Works committee recommends approval) (245-11)
2. Authorize the Auditor to disburse \$463,288.30 in Measure D Funds from Fund 807 in the following amounts; \$440,355.53 to County of Yuba Fund 102; \$18,531.53 to the City of Marysville; and \$4,401.24 to the City of Wheatland. (246-11)

D. County Administrator

1. Approve amendment to the Public Defender services contract with Benjamin Wirtschafter and authorize the Chairman to execute same. (Law and Justice Committee) (247-11)
2. Approve agreement with Yuba Sutter Legal Center for small claims court litigant assistance and authorize the Chairman to execute same. (Law and Justice Committee recommends approval) (248-11)

E. District Attorney

1. Authorize Budget Transfer to and from various line items to reconcile year end expenditures and revenues. (249-11)

F. Health and Human Services

1. Authorize Budget Transfer in the amount of \$50,000 from Account No. 106-0000-361-4707 (Health Grants) to Account No. 106-4700-441-2811 for higher than anticipated Children's Services program treatment cost expenditures for Fiscal Year 2010/2011. (Human Services Committee recommends approval) (250-11)
2. Authorize Budget Transfer in the amount of \$6,750 from Account No. 106-000-361-4707 (Health Grants) to Account No. 106-470-441-6200 (Fixed Assets) for purchase of five high capacity water pumps. (Human Services Committee recommends approval) (251-11)

G. Sheriff-Coroner

1. Authorize Budget Transfer in the total amount of \$134,823 reprogramming various funds for the Sheriff Department, Jail, Boat Patrol, and Animal Care Services to cover current and projected shortages. (252-11)
2. Approve agreement with United States Forest Service for law enforcement services on forest land and authorize the Chairman to execute same. (253-11)

H. Treasurer-Tax Collector

1. Authorize transfer of unclaimed monies to the General Fund for the following: Prisoner Fund Trust \$4,856.86 - Civil Trust \$105.80 - Unsecured Holding Trust \$1,085.00 - Refund Transfer Fund \$163.28. (254-11)
2. Approve discharging the Treasurer-Tax Collector from accountability for the collection of taxes, penalties and interest on Unsecured Property Taxes in the total amount of \$20,087.32. (255-11)

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. Community Development and Services

1. Establish a policy on Public Works participation in the proposed Lower Yuba River Access Coalition. (Fifteen minute estimate) (256-11)

B. Probation

1. Authorize the County Administrative Officer to represent the County of Yuba on the Executive Committee of the Community Corrections Partnership. (Five minute estimate) (257-11)

C. Treasurer-Tax Collector

1. Adopt resolution authorizing the issuance of 2011-2012 Tax and Revenue Anticipation Notes for the Yuba Community College District not to exceed \$7,500,000.00. (Five minute estimate) (258-11)

- 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. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$11,009.00 and the recording of a lien located at 1959 Fourteenth Street, Olivehurst (Joyce Curran) (Ten minute estimate) (259-11)
  - B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$6,883.82 and the recording of a lien located at 1150 Grand Avenue, West Linda (Roberto Felipe Lemus) (Ten minute estimate) (260-11)
  - C. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$7,061.50 and the recording of a lien located at 4429 Ardmore Avenue, Olivehurst (Ethel Myers) (Ten minute estimate) (261-11)
  - D. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$18,718.75 and the recording of a lien located at 4638 Fleming Way, Olivehurst (Evelyn Moss/Wilma Carter) (Ten minute estimate) (262-11)
  - E. Ordinance - Hold public hearing, waive reading, and introduce ordinance adding Chapter 8.77 to Title VIII of the Yuba County Ordinance Code relating to the Star Bend Boat Launch and day use area. (Land Use and Public Works committee recommends approval) (First Reading) (Ten minute estimate) (263-11)
  - F. Ordinance - Hold public hearing, waive reading, and adopt urgency ordinance adopting interim zoning provisions to ensure that physical development in the county occurs in conformity with the General Plan and amending Section 13.20.300 adding fees for administrative permits. (60 minute estimate) (Continued from June 14, 2011) (238-11)
- VII. **CORRESPONDENCE** - (264-11)
- A. Letter from Colusa County Fish and Game Advisory Commission urging support to State of California Fish and Game to remove the game status of wild pigs.
  - B. Letter from Health Education Council urging participation and support in the "ReThink Your Drink" campaign promoting healthier choices in beverage selection.
  - C. Notice from State of California Wildlife Conservation Board enclosing minutes from the meeting of February 24, 2011 relating to Yuba Highlands, Phase I.
  - D. Letter from Jai B. Kim, P.E., Ph.D., regarding rehabilitation methods for metal truss bridges.
  - E. Letter from Yuba County Auditor Controller enclosing independent audit and financial records for Linda Fire Protection District for year ending June 30, 2010.
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Pending litigation pursuant to Government Code §54956.9(a) - Grougton vs. Shotwell/County of Yuba et al
  - B. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director
  - C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
- X. **RECESS TO 1:30 P.M.**

## **XI. COUNTY DEPARTMENTS**

### **A. County Administrator**

1. Accept Proposed Budget for Fiscal Year 2011-12 and direct staff to make available copies for public review.
  - i. Adopt Proposed Budget as interim spending plan including position allocation changes.
  - ii. Acknowledge that:
    - a. Estimated expenditures are balanced with estimated revenue.
    - b. Actions by the State will require significant adjustments to the adopted Proposed Budget.
    - c. Restoration of reductions in funds will require equivalent reductions in funds from other County priorities.
  - iii. Set Budget Workshops for August 9 and 16, 2011.
  - iv. Set Final Budget Hearings for September 20 - 27, 2011. (30 minute estimate) (265-11)
2. Adopt resolution authorizing a ten percent deduction in Health Benefits for Management and authorizing the Auditor Controller to accept voluntary deductions from the Assessor, Auditor-Controller, Clerk Recorder, District Attorney, Sheriff, and Treasurer-Tax Collector. (266-11)

## **XII. ADJOURN**

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**



# *The County of Yuba*

267-11

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## DEPARTMENT OF ADMINISTRATIVE SERVICES

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DOUG McCOY - Director

TARA REPKA FLORES - Assistant Director



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(530) 749-7880  
FAX (530) 749-7884

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June 21, 2011

To: Public Facilities Committee

From: Doug McCoy, Director of Administrative Services

Subject: Approve Chair to approve agreement with Atkins North America for a Flood Control Website

### **RECOMMENDATION**

Propose that the Public Facilities Committee recommend the Board of Supervisors approve an agreement with Atkins North America for the development and implementation of a Flood Preparedness Website for Yuba County and authorize Chair to execute same.

### **BACKGROUND/DISCUSSION**

The County has entered into a memorandum of understanding with the Yuba County Water Agency for grant funds for the purpose of flood preparedness, recovery and response activities conducted by the County Office of Emergency Services (OES). This funding has been approved for the purpose of developing a Flood Preparedness Website that will include the technological advancements needed to provide flood awareness and information to the community.

The County has a history of high water and flood events. In recent years, there have been significant efforts made to improve the structure and integrity of our levee system. Though these efforts still continue, it is recognized that there is still a need to create a tool that will prepare and inform the community of the possible risk of high water and a flood and to alert them in case of an event.

To better prepare the community for such events, and in the event of an actual flood, the goal of this website is to offer up-to-date river level information, advanced warnings, shelter locations, preparedness information, serve as a media hub, and many other tools that the community can utilize to become more informed. In addition, there will be a mobile version to allow smart phone and portable device users the ability to receive alerts and a condensed offering of the web version.

The website will be hosted from an off-site location. This will ensure its safety and reliability in the event of a flood while also allowing County staff to remotely access this site for updates as necessary.

## **ANALYSIS**

A formal Request for Proposal (RFP) was let on February 10, 2011 for agencies to provide proposals for both marketing and technical services for website development. The RFP closed on February 28, 2011 and resulted in the receipt of four proposals: Atkins North American (formally PBS&J), Wag the Frog, Chico Web Design and Moonrise Productions. Interviews with the top three candidates were conducted on March 28, 2011. The evaluation committee consisted of members of the Yuba County Water Agency, County Administrator's Office, Information Technology and Administrative Services. The decision was made to award to Atkins North America with Kim Floyd Communications as their subcontracted marketing partner.

## **FISCAL IMPACT**

The funding for this project is being provided by a grant from the Yuba County Water Agency.

Projects costs for the design, implementation and the first three years of website hosting and maintenance are estimated at \$125,000.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for marketing, development and execution of a Flood Control Website, hereafter referred to as "Agreement" is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Atkins North America  
"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: June 28, 2011

Termination Date: June 30, 2014

Notwithstanding the term set forth above, and unless this contract is terminated by the COUNTY prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) day written notice to the CONTRACTOR. 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.**

The County's Purchasing Agent is the representative of the COUNTY and will administer this Agreement for the COUNTY. Donna Huey, Senior Vice President 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 – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Flood Control Website Request for Proposal
- Attachment G – Request for Proposal
- Attachment H – Payment and Performance Bond

9. **TERMINATION.** COUNTY shall have the right to terminate this Agreement upon thirty (30) days written notice to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this

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

"COUNTY"

"CONTRACTOR"

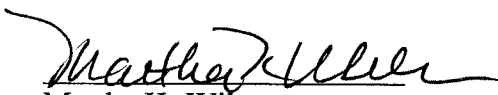
COUNTY OF YUBA

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Donna Huey,  
Senior Vice President


INSURANCE PROVISIONS  
APPROVED

DEPARTMENT APPROVAL

  
Martha K. Wilson,  
Risk Manager

  
Doug McCoy,  
Director of Administrative Services

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
for Angil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.** Sections A.1.1 through A.1.6 detail the project expectations to be provided by the CONTRACTOR. The full RFP and CONTRACTOR'S proposal can be found in Attachments F & G.

**A.1.1** CONTRACTOR shall work with COUNTY to provide a website that displays Yuba County's excellence and leadership in emergency management and flood protection and preparedness, which can easily be utilized as a forward thinking communication center for our citizens, emergency responders, educators, employees and the media. The focus of the solution shall be quality subject matter content, simplicity in design and ease of use and maintenance.

A collaborative effort will be made between the CONTRACTOR and COUNTY to determine what the best options are for marketing, development and execution of the website. These specific items will take place during development meetings and will be defined in a project plan and project schedule. Sections A.1.2 through A.1.3 and all subsections are the minimum requirements of the CONTRACTOR.

**A.1.2 MARKETING EXPECTATIONS AND DELIVERABLES:** The CONTRACTOR will be responsible to create branding and lead the overall site concept and design. Branding will include logos, slogans and other graphics to identify publicize and otherwise brand our website project. The marketing results shall drive the final list of pages to be included in the site. Community involvement is crucial to and a community involvement plan should be included in the overall project plan and should include publicity, various types of community meetings and an email marketing distribution plan.

The COUNTY Office of Emergency Services will be the authorized signor for the content that will be on each page.

The following is a list of marketing deliverables that shall be provided by CONTRACTOR. The actual order that these deliverables are completed will be dependent on how the project plan is structured and what the COUNTY approves. These expectations will tie to actual milestones as outlined in Attachment B, Payment.

**A.1.2.1** All branding, design, publicity, print and campaigning for the public and the website are to be completed by CONTRACTOR. CONTRACTOR is to present at least two branding concepts to

COUNTY for selection. COUNTY shall have final approval of branding concepts, and shall have the ability to ask for additional branding concepts if the first sets presented are not acceptable to COUNTY. All graphics created for use in the project shall be provided to COUNTY in appropriate quality format to be used for future print and electronic materials by COUNTY.

- A.1.2.2** Plan for community involvement, which shall be reviewed and approved by COUNTY prior to implementation.
- A.1.2.3** Appropriate documentation capturing community input.
- A.1.2.4** Visual design/mock up of site, in conjunction with technical partner, for approval by COUNTY prior to implementation. Consider community input to approve approach.
- A.1.2.5** Detailed listing of all pages to be included and content for each page, with sign off from COUNTY.
- A.1.2.6** Content for each page.
- A.1.2.7** Creation of publicity plan for website.
- A.1.2.8** Email marketing plan for information distribution of information.
- A.1.2.9** Implementation of publicity and email marketing plans.

**A.1.3 TECHNICAL EXPECTATIONS AND DELIVERABLES:** Use of best practices for development of a web site, and coordinate with County in developing the site so that it is easily maintainable by either vendor or county staff. The site shall be visually appealing, with a common theme and consistent design that is easy to navigate.

CONTRACTOR is responsible for design, development and implementation of an enterprise level web site focused on flood preparedness and to provide as a communication hub to the public.

The following is a list of technical deliverables that shall be provided by CONTRACTOR. The actual order that these deliverables are completed will be dependent on how the project plan is structured and what the COUNTY approves. These expectations will tie to actual milestones as outlined in Attachment B, Payment.

#### **Creative Design**

- A.1.3.1** The number of pages to be built will be dependent on what the COUNTY find necessary. COUNTY estimates the number of pages to be completed to be between 30-50.
- A.1.3.2** Site shall be compatible with all latest generation web browsers and backward compatible with IE versions back to 6.0 or earlier.

- A.1.3.3** The site shall be easy and intuitive to use and quick to load and operate.
- A.1.3.4** Partner has selected SharePoint tools for use in development of website. Partner shall obtain and provide to COUNTY licenses for all tools required to update, maintain and expand web page that COUNTY does not already own.
- A.1.3.6** Design of web site must be accessible according to ADA requirements, wherever feasible. CONTRACTOR is responsible for identifying all ADA accessibility requirements. The DOJ has issued an Advanced Notice of Proposed Rulemaking which would require accessibility in government web pages. CONTRACTOR should be familiar with these requirements and incorporate the necessary items to make this an accessible site as defined in the proposed rulemaking, as well as any other applicable rules and requirements for website accessibility, such as section 508 subsection 1194.22 of the Rehabilitation Act. CONTRACTOR is solely responsible for understanding all legal requirements for accessibility and implementing a site that is compliant. A Bobby Certified site is desired.
- A.1.3.7** Design, develop, test and implement a multi-page traditional web site and companion mobile site. Careful consideration must be given to the ability to update content in an emergency event, and for the information to be available in an emergency event.
- A.1.3.8** Implement GIS maps and ability to update on the fly, potentially without availability of typical development environment. Creative approaches on how to do this simply and effectively are encouraged and welcomed. The COUNTY intends for existing maps and technologies to be leveraged wherever possible. The COUNTY has a GIS division, and technical partner should plan to work with COUNTY GIS function to understand what we currently have in place that can be utilized, in order to be as cost effective as possible. Tool selection for support of any GIS functionality should take into account existing COUNTY environment.
- A.1.3.9** Project management of the entire project, with development of milestones and COUNTY sign offs at appropriate intervals, which shall include a communication plan, regular (weekly at a minimum) communication and status updates.
- A.1.3.10** Site should be key word searchable.
- A.1.3.11** Design of all communication tools must carefully consider the impact to communication systems during an actual emergency event. Low bandwidth messaging should be used wherever possible, because



simultaneous sending of thousands of messages may impact communication systems. CONTRACTOR shall carefully understand this situation and make recommendation on how to best handle this and implement agreed solutions.

- A.1.3.12** Appropriate integration with Facebook and Twitter which may include integration with existing COUNTY presence on these sites.
- A.1.3.13** Implementation of RSS feed.
- A.1.3.14** Implementation of email list management and email distribution services. Provide licensing to COUNTY for ongoing use. Develop recommendation in close concert with COUNTY technical staff as COUNTY desires to have one solution in this space. Recommendation and implementation of tools in this area may become COUNTY standard for other unrelated projects. Current solution is not considered robust enough for expanded uses.
- A.1.3.15** Develop and implement navigation strategy for the site.
- A.1.3.16** Recommend animation and video to be part of the site in key areas where animation and video will be particularly effective. Number of animations and videos is yet to be determined. COUNTY has some video production capacity and may opt to do all or portions of the video production in house. This will be negotiated with CONTRACTOR.

#### **Website Implementation**

- A.1.3.17** Provide up to 24 hours of training to COUNTY staff which shall include written course materials and instruction on how the site was developed, how to maintain it, and how to use and maintain the site using SharePoint.
- A.1.3.18** Provide fully documented source code and system documentation to COUNTY.
- A.1.3.19** Provide all tools and appropriate licenses to COUNTY.
- A.1.3.20** CONTRACTOR will secure a domain name for the COUNTY at the COUNTY'S request.
- A.1.3.21** Provide six (6) months of site support upon final website acceptance and launch (post implementation support).
- A.1.3.22** Provide development of new functionality for up to one year after website implementation based on the hourly rate indicated in Attachment B, Payment, Section B.2, Additional Work. This work should be conducted on a work order basis and approved in writing prior to the commencement of work.

- A.1.3.23** The CONTRACTOR will optimize the COUNTY'S web site with appropriate titles, keywords, descriptions and text and thereafter submit the COUNTY'S web site to each of the major search engines and directories.

**Hosting**

- A.1.3.24** Recommend proper hosting solution and implement upon agreement of selected hosting company by COUNTY. This contract shall provide for three (3) years of hosting. CONTRACTOR will provide pricing options to continue hosting beyond the initial three years.
- A.1.3.25** The COUNTY agrees to select a web hosting service that allows the hosting company (to be determined) full access to the web site and a cgi-bin directory and at minimum by FTP and tenet. The COUNTY further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional services.
- A.1.4** The first project meeting will take place within 2 weeks of contract execution.
- A.1.5** A full project plan and project schedule will be created to meet the needs of the project. This should be completed within 30 days from the first project meeting.
- A.1.6** Branding concepts and marketing plan within 30 days of first project meeting.
- A.1.7** Any changes made to the project plan or schedule shall be approved by the COUNTY'S Assistant Director or Chief Administrative Officer (CAO) in writing prior to the commencement of work.
- A.1.8** Milestones will be created within the project plan and schedule and movement to the next phase of the project should not commence until the COUNTY has approved and accepted the preceding phase.
- A.1.9** The COUNTY expects that the website will go live no later than November 30, 2011. If any changes are required to amend this date, the COUNTY and CONTRACTOR will negotiate such changes and make a written agreement as to such.
- A.1.10** CONTRACTOR may display credit for the work that has been conducted to create the website. This credit is to be displayed as the company's name and/or logo at the very bottom of the website's landing page. A link to the CONTRACTOR'S company cannot be displayed on any page of the website.

**A.2. TIME SERVICES RENDERED.**

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

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



**Hosting:**

Final Hosting Solution for the period of three years will be determined as the project is developed and the final determination is made as to what type of hosting is necessary. This amount will vary based on the final hosting solution that is chosen.

**This payment shall be made and paid for upon this final decision and should not exceed \$30,000.**

For payment to be made, all work completed under this agreement must be inspected and approved by COUNTY at the aforementioned milestones and at project completion. In no event shall total compensation paid to CONTRACTOR exceed (\$125,000.00) without a formal written amendment to this Agreement approved by the COUNTY.

**B.2 ADDITIONAL WORK.** CONTRACTOR will provide development of new functionality for up to one year after website implementation based on the following hourly rates. This work should be conducted on a work order basis and approved in writing prior to the commencement of work:

<b>Project Manager</b>	<b>Sr. Software Developer</b>	<b>Software Developer</b>
\$160/per hour	\$130/per hour	\$100/per hour

**B.3 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 CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.4 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 a formal written agreement signed by both parties in advance of performing additional services.

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

**C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

**C.2 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.**

CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, COUNTY, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.4 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.5 HAZARDOUS MATERIALS.** CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

**C.6 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days

following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C.7 LIEN WAIVERS.** Prior to beginning work, CONTRACTOR shall provide COUNTY with a comprehensive list of all sub CONTRACTORS to be used on the project. CONTRACTOR shall provide lien waivers to COUNTY for all sub CONTRACTORS utilized on project within 10 days of final payment by COUNTY.

**C.8 CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.9 SECURITY CLEARANCE AND BACKGROUND CHECK.** CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONTRACTOR'S expense and shall be coordinated by the CONTRACTOR with the Yuba COUNTY Probation Department, 215 5<sup>th</sup> St. Marysville, CA 95901. CONTRACTOR personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONTRACTOR will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONTRACTOR'S assigned personnel. CONTRACTOR personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONTRACTOR to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONTRACTOR is unable to perform the work with persons acceptable to the COUNTY.

**C.10 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

**C.11 COPYRIGHTS AND TRADEMARKS.** The COUNTY represents to CONTRACTOR and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CONTRACTOR for inclusion in web pages are owned by COUNTY and the COUNTY has permission from the rightful owner to use each of these elements. The CONTRACTOR will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONTRACTOR.

**C.12 OWNERSHIP TO WEB PAGES AND GRAPHICS.** Copyright to the finished assembled work of web pages and graphics produced by the CONTRACTOR shall be vested with the COUNTY upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work up files, text, and any program(s) specifically designed or purchased on behalf of the COUNTY for completion of this project.

**C.13 PERFOMANCE BOND.** The successful bidder is required to provide performance, and payment bonds as a condition of and prior to the execution of the contract by the COUNTY. Such bonds shall be surety bonds issued by corporations that are California admitted sureties or insurers, duly and legally licensed to transact business in California. In addition, a certified copy of a Power of Attorney authorizing execution of the bonds on behalf of the corporate surety, which has been filed with the Yuba County Recorder, shall be submitted to the COUNTY with such bonds. The bonds shall be maintained by the CONTRACTOR at his expense during the entire life of the contract and until final COUNTY acceptance. The performance bond shall be in the amount of 100% of the Contract Price, and shall guarantee the faithful performance of the Contract and ensure against faulty or improper website implementation. The payment bond shall be 100% of the Contract Price, and shall guarantee payment in full of website implementation services and associated labor costs and those of any subcontractors.



**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**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 parties 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 sub CONTRACTORS.

**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.

**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":

Donna Huey, Senior Vice President  
Attn: Dan Henderson, Senior Project Manager  
Atkins North America  
1200 Second Street  
Sacramento, CA 95814

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT E**

**INSURANCE REQUIREMENTS**

**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 damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors. 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.1.1 Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number 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. Professional Errors and Omissions Liability Insurance is required, with a coverage form subject to COUNTY approval.

**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>\$1,000,000</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 accident 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 by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
5. Errors & Omissions Liability:	<b>\$1,000,000</b>	Per occurrence.

**E.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**E.1.4 Other Insurance Provisions.** The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased or borrowed by the CONTRACTOR.
- 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 and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTORs insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

**E.2 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 affect 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 subcontractors.

**E.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**E.4 VERIFICATION OF COVERAGE.** CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E.5 SUB-CONTRACTORS.** CONTRACTOR shall require and verify that all sub-contactors maintain insurance meeting all the requirements stated herein.

**COUNTY OF YUBA**  
Perimeter Network Upgrade – Evolve Technology

**ATTACHMENT F**

**CONTRACTOR'S PROPOSAL**

The terms and conditions indicated in the following CONTRACTOR'S proposal do not supersede those indicated in the previous Attachments and Provisions of this contract.

CONTRACTOR proposal dated March 15, 2011



# Proposal Details

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*PBS&J proposes a Microsoft SharePoint solution that is commercially available, sustainable, and provides great flexibility for the County.*

## 1. Summary of Overall Approach

As the goals of this project state, Yuba County is seeking to demonstrate its leadership in flood control initiatives through the use of a web portal that can be accessed by citizens, emergency responders, educators, and the media. This portal should be accessible 24/7/365 during emergency and nonemergency situations in a secure off-site hosting facility. Simplicity of design is key, but the solution should be scalable and perform effectively and efficiently under emergency situations. The site should also be designed to ensure that nontechnical staff can maintain it through a web content management system.

In addition to the technical requirements, there is potential to help improve Yuba County's Community Rating System (CRS) rating from its current rating to 7 or better with the implementation of this website. The team will bring to bear its extensive experience with the CRS and National Flood Insurance Program (NFIP) requirements to design tools that are usable by all stakeholders and improve flood management in the county.

The consultant team of PBS&J and Kim Floyd Communications will work closely with County staff to effectively design and implement a site that takes advantage of work already completed for similar projects. This will ensure that proven technologies and marketing approaches are utilized and help to conserve costs associated with web development. Our team will construct a website that is enterprise in nature and consistent with both the marketing design and industry.

## 2. Allocation of Services

PBS&J will serve as the technical partner on this contract; Kim Floyd Communications will serve as the marketing partner. Our team is willing to take an award of only marketing or technical services.

## 3. Marketing Approach

### Community Engagement Plan

In close consultation with the County, Kim Floyd Communications will produce a community involvement plan to serve as a guide for engaging stakeholders (both internal and external) in all phases of website development. Engagement activities will be structured to feature varying levels of participation, providing opportunities for ongoing and/or one-time input using a variety of strategies. Elements of the plan will include an analysis of internal and external stakeholder groups, and specific tactics for outreach and engagement for each. The plan may include, but is not limited, to the following:

- **Technical Advisory Group.** Consisting of a group of internal stakeholders, such as the Yuba County Water Agency (YCWA) and County Departments (Child Support Directors Association, Public Information Office, Office of Emergency Services, Health and Human Services, Sheriff, etc.), along with representatives from the cities, levee districts, school districts, and emergency responders/hospitals, this working group will provide high-level input and review of website concepts, content development, and functionality on an ongoing basis. Participants will be hand-selected for participation, in consultation with the County. A meeting schedule will be determined based upon the project timeline. The project team will be responsible for identifying meeting purpose, developing meeting agendas and materials, facilitation, and providing summaries of outcomes.

- **Community Advisory Group.** This working group, which will include interested community members and representatives of organized business/civic groups, will be charged with providing input on the information and features included in the website, and serve as the “sounding board” for testing key messages, content, and tools. Each member will be provided with information and resources to solicit and encourage input from community members within their spheres of influence, broadening the base for public input and increasing interest in the project. Interactive, creative meeting formats will be employed. Participants will be selected based on an open call for participation. A meeting schedule will be developed to match key project milestones. The project team will be responsible for determining meeting purpose, developing agendas and materials, facilitating, and providing summaries of outcomes.
- **Public Outreach.** At project inception, the project team will work with the County on the development of online and paper surveys to query potential users on their wants and needs related to an emergency preparedness and information hub related to flood protection. A web-based forum will be developed and moderated to encourage community brainstorming, discussion, response to specific questions, and feedback on proposed ideas. The project team will also assist the County in preparing presentations to civic, business, and neighborhood associations (at project startup and completion).

Stakeholder feedback will be evaluated and reported to the County on an ongoing basis; a final report will be presented following the completion of the project.

## **Branding**

The flood protection website brand will need to communicate a clear message, connect emotionally with users, and convey credibility. To achieve these objectives, the needs and wants of the stakeholders must be identified and understood. Kim Floyd will lead all aspects of brand development. At least one Technical Advisory Group and Community Working Group meeting will be partially dedicated to identifying needs and wants of stakeholders, the results from which will be further tested through web-based and paper surveys. At least two branding concepts will be presented for consideration; brand concepts may include logos, text treatments, and mottos. The project team will provide high-resolution graphics to the County for ongoing and related use once a final brand has been selected. The brand will be fully integrated in all marketing materials.

## **Website Content Plan and Development**

Using findings from the community engagement process, the consultant team will develop a menu of web pages and a navigation “map” for County review and approval, and presentation to the Technical Advisory Group. Following the approval of the website menu, Kim Floyd and PBS&J will capitalize on their in-depth knowledge of and experience with flood and emergency management issues to lead the content development process. Prior to mocking up the site, the County will have the opportunity to review and provide input on all content (without graphics). Following general content approval, a mockup will be developed and presented to the Technical and Community Advisory Groups, as appropriate, and revised based upon input from these groups. Prior to finalizing and launching the website, Kim Floyd will conduct usability testing with ten community members not previously involved in the website development process (to eliminate bias). The usability testing will be a focused research activity that will address content, navigation, and functionality. Results will be used to improve and refine the website prior to launch.

## **Marketing Plan Development and Implementation**

Prior to launch, Kim Floyd will create a creative marketing plan designed to increase public awareness of, interest in, and use of the website. Wherever possible, the plan will capitalize on low- to no-cost strategies, such as taking full advantage of existing communication vehicles to advertise and promote the site (such as web-based forums, neighborhood association and industry newsletters, public service announcements, and partnerships with organizations represented in the Technical and Community Advisory Groups). An exhaustive audience analysis will be conducted as part of the plan's development to ensure that marketing strategies and tactics are targeted and far-reaching. The plan will also employ easy-to-use, low-cost, web-

based information distribution tools (such as eNews, alerts, etc.), and evaluation measures to determine effectiveness. The consultant team will be responsible for implementation upon approval from the County.

## 4. Technical Approach

To meet the many needs of Yuba County for the Community Flood Information Website, PBS&J proposes the use of Microsoft SharePoint 2010 (SP10) supported with MicroSoft SQL Server and .NET coding environment. This software is commercially available, sustainable, and provides great flexibility for the County. The proposed solution will provide a series of well integrated portals that will cleanly separate topic areas to focus the user-specific messages and showcase the County's strong leadership in flood control initiatives.

The use of SharePoint will specifically meet the County's goals in that it is:

- Highly flexible and scalable to meet the changing needs of the County and the community over time.
- Easy-to-update environment suitable for nontechnical staff to keep data current and fresh to engage and educate the community.
- Technically robust to support geographic information systems (GIS) integration, video and multi-media feeds, and advanced social networking capabilities.

PBS&J is highly skilled and experienced in the design, development, deployment, hosting, and maintenance of enterprise websites integrated with GIS. Coupled with our expansive portfolio of technology services for the flood management industry, we are confident that this technical solution and approach will meet the County's needs.

Below are details of our approach as it relates to specifically identified County requirements:

- PBS&J has a mature software development business practice. Our standards and best practices for delivering technology solutions are outlined in the next section.
- SharePoint provides for the use of "skins" and other design elements that will ensure that the themes, artwork, logos, and overall look and feel of the website are reflective of the marketing plans.
- SharePoint is compatible with all the latest web browsers. Specifically regarding Internet Explorer (IE), SP10 is compatible with IE versions 7 and higher, with later versions most likely able to take advantage of more advanced feature integration with MS Office products. We have found backward compatibility to this version meets the needs of today's public community stakeholders without issue.
- The overall architecture and design of the underlying SharePoint product provides intuitive features for developers and content managers to quickly update information in a user-friendly environment. Additionally, our experience in designing and managing SharePoint sites for public use will ensure that this intuitive experience extends to the public audience.
- PBS&J has the necessary hardware and software tools to support the immediate deployment of a SharePoint-based website for the County. At this point, there are no other third-party tools envisioned that will be necessary to deploy and maintain the website. No additional tools are anticipated to be required by County staff to support content management based on this approach.
- SharePoint provides the infrastructure to support a website design that is fully compliant with the 2010 American Disabilities Act (ADA) Standards for Accessible Design ([http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm)). Our experience working with SharePoint and supporting ADA-compliant features and functions will be a key advantage in the design and requirements phase of this project to ensure all features and functions proposed in the final design meet these needs. The site, based on this final design, will then be developed to ensure that these compliance criteria are met, and the site in final form will be Bobby certified. Our experience tells us that some of the features desired, such as GIS integration, may not readily lend themselves to full ADA compliance. However, PBS&J has been successful in other projects to provide similar features and functions in parallel to the GIS so that

the same information can be retrieved by the user even though the entirety of the mapping function may not be.

- The SharePoint environment can leverage web parts and portals that provide great flexibility both in terms of “on-the-fly” content update and management for emergency events and also supports content interaction from mobile devices such as Apple, Android, and Blackberry smart phones. Authentication to all or portions of the site can be managed through role-based access managed by the built-in SP10 security administration. This security level allows you to distribute content management responsibilities, manage content remotely, and allows us to create different content for different user groups accessible only through their managed security access.
- The SharePoint software supports a highly scalable environment. The software can be deployed on a single server and can scale upwards to an environment composed of multiple servers working together in a “farm” scenario.
- ESRI has recently made available a SharePoint plug-in to support GIS integration with SP10. PBS&J has previously integrated GIS with SharePoint and proposes the use of ESRI’s new tools to enhance the customer experience. To control costs, we propose a basic mapping portal for the initial website deployment that leverages readily available and formatted data. Over time, this feature can be easily expanded as data and budget allow. PBS&J’s brings world-class software and flood hazard technology developers to work on this project, the same staff who created the FloodMap™ suite of services (FloodMap™ Desktop, FloodMap™ Online, and FloodMap™ Mobile). The County has access to development staff specifically trained and experienced in flood hazard communication and visualization.
- Our Project Management Institute (PMI)-certified project manager, Dan Henderson, will ensure proper documentation and consistent communication with the County throughout the project so that the entire project team is thoroughly informed. This will include development of a project charter at the onset of the project outlining all milestones, communications protocols, and success criteria.
- Keyword searches will be enabled on this website through the standard SP10 features.
- Email notification will be enabled during flood events or for other communications from the County.
- SharePoint provides standard syndication tools to send and receive Really Simple Syndication (RSS) information feeds to RSS readers which integrate with social networking sites (e.g., Facebook and Twitter) and personal mobile devices during emergency events when bandwidth and communication systems are limited. These features can also be highly valuable during non-emergency periods to promote flood risk awareness across the County.
- The website will allow users to register for information and updates that are sent from the website to users’ email inboxes, which keeps them up-to-date in near-real-time for the information that is most important to them. This user email registry can be designed for export to be leveraged by both the Marketing Partner and the County for other communication needs. Users will have the ability to unsubscribe to the registry as well.
- SharePoint can readily include video animation as a web part. PBS&J has in-house capabilities to support the County if needed. However, to control costs for initial site development and deployment, PBS&J proposes use of County or other industry-available video and photography. Our experience provides knowledge of good material ready for use to minimize up front investment in this area.
- PBS&J will provide training to County staff for the website. Two levels of instruction can be provided. One level involves training appropriate County staff on how the website was developed, how to navigate and use the site, and how to maintain the site. A second level of training can be provided for those County staff specifically responsible for aspects of site administration and content management. Training manuals will be provided for both levels in printed (hard) and digital (soft) formats.
- As a result of our software development best practices, the fully documented systems requirements and specification documentation will be delivered to the County along with any additional and appropriate release notes or technical administration and maintenance information.

- PBS&J will provide hosting and support for the website for a minimum of six months with an option of up to three years. During the initial six months, the support will include very minor site changes and technical assistance as needed for County content managers. A specific number of changes will be defined by the client. If new features are proposed in the six-month timeframe, each will be specifically documented and estimated as to the scope of each request so that the County can make informed decisions regarding updates to features.

## **PBS&J Software Development Best Practices**

The PBS&J team philosophy in designing, programming, deploying, and maintaining software applications and tools is derived from our extensive experience in application development for numerous government agencies and private-sector clients. We strongly believe that to achieve success in information management projects, it is critical to involve the end users and stakeholders throughout the process to obtain their buy-in for the proposed solution. We feel it is crucial to maintain executive support by keeping the vital decision makers regularly informed on activity progress and anticipated return on investment for proposed projects. The following paragraphs describe our process.

### **Requirements Gathering**

- a. Define Current State.** Participant Interviews. During this phase, the team will conduct interviews with the stakeholders and subject matter experts defined by the County. The objective of these interviews will be to gather information about the County's current processes with a special focus on data management (sources, ownership, relations, users, etc.).  
The team will also collect information regarding any issues, constraints, or perceived inefficiencies in the current processes. This information will be collected without attribution to the interviewees to ensure their comfort in sharing potential improvements. We will also ascertain the stakeholders' critical success factors and their expectations regarding the desired future state.
- b. Analyze Data.** Subsequent to interviews, the team will assemble the collected data into business process maps reflecting the current state. The process mapping takes the form of diagrams and documents clearly describing the current process as it stands to provide a baseline of current state, as well as perceived bottlenecks and areas for improvement.
- c. Validate Findings.** To validate the process findings, the team will conduct a series of meetings with the various work groups. The draft process maps will be presented to the original interviewees to collect any missing information and correct any misunderstandings or inconsistencies.
- d. Requirements Elicitation and Documentation.** Our work with the stakeholders and subject matter experts—who are intimately involved in the processes—presents a unique opportunity to maximize the potential of these interviews to not only capture processes, but also to understand technology needs.  
Business analysts will perform much of the business requirements capture in parallel to the process documentation effort, collecting software needs from the stakeholders and project managers. In addition, they will meet with technical support personnel and others who can provide the required detailed information regarding the existing architecture and information technology (IT) standards in use by the County, ensuring that the County's current technology standards are maintained throughout the solution implementation.
- e. Requirements Approval.** At the conclusion of the requirements-gathering process, the business requirements document will be approved, baselined, and used as the basis of functional requirements development and system specification, which are part of the design phase.

### **Detailed Design**

Once the team completes and thoroughly analyzes the functional specifications, use cases, and mockups, they will begin the detailed design phase. The system architect will create high-level documentation about the system architecture and proceed to design the development, integration, and quality assurance environments that will host the application components during their development life cycles.



A high-level model consisting of all of the major subsystems of the application will be created. It will define the high-level interaction between subsystems and the technologies used to implement each one. The system architect will work with team members with the required expertise to design and develop each subsystem to the component level. When working with pre-existing systems that are to be enhanced, the current code base will be reviewed to find the best approach to add new functionality.

The system architect will present the work in progress to the client on the dates established in the schedule. During this time, any adjustment necessary to the model will be completed so that all of the stakeholders are in agreement.

### **Solution Coding**

Once the system architecture design is completed and approved, the development team will start the coding phase. The team will set up an appropriate work environment for developing, integrating, and testing the software through the development life cycle, as documented by the team lead and the business analyst. Developers are responsible for ensuring that all components pass their individual unit tests, as applicable, prior to promoting the components to the integration environment. The team lead will work with the developers to ensure established best practices are followed and development tasks are performed as scheduled. The team lead will also interact with the business analyst and project manager to ensure that the solution is built in accordance with the approved requirements and design.

Our preferred development approach is iterative in nature, where the stakeholders can review the system as individual components and features are completed. This level of stakeholder interaction in the development process gives the entire project team an opportunity to evaluate components from the specified solution before final delivery and to take any appropriate measure, if needed.

### **Testing and Deployment**

After a successful system testing in our integration environment, the application will be migrated to the County's user acceptance testing (UAT) instance for full system testing. This phase of testing is highly structured and is conducted by our test analyst and the County stakeholders. If, at any point during testing of the application, it does not pass the relevant tests, defects will be documented, prioritized, and rectified. Since the development life cycle is an iterative process, once the defects are resolved, unit testing, system testing (integration testing), and UAT will be conducted again on the revised application.

### **Change Management**

During any phase of development, it is possible that the County may need a specific element to be revised from what was originally specified. This process is called "change management," which entails the documentation of the necessary changes and any impacts on project schedule or budget. Depending on the nature of the issue, the change might be a simple modification of the implementation that could be resolved without major change to the user requirements or design specifications. However, the requested change might also be significant and could require modifying the original functional specifications, re-computing estimates, and rescheduling the implementation milestones. Due to these possibilities, all changes will be documented and tracked. In addition, all necessary approvals from the assigned County liaison will be obtained, and all impacts to the schedule will be noted.

### **Value-Added Options**

PBS&J's long history in both flood management and technology solutions allows us to present certain value-added options in conceiving the County's premier Community Flood Information Website.

- Export kml for use in Google:
  - Integrate key features from our Flood Map™ Online technology. Search by address, stream, parcel, or coordinate (or Pick-a-Point feature to identify unknown addresses)

- Generate Risk Profile PDF
- Link to flood hazard study map and data including:
  - Effective Flood Insurance Rate Map (FIRM) Flood Zones and Base Flood Elevations
  - Letter of Map Amendment (LOMA) status
  - Changes since Last FIRM
- Visualize the wealth of information available through Flood Map™ Data
- Create companion smartphone applications through our Flood Map™ Mobile technology:
  - Visit at <http://itunes.apple.com/us/app/floodmap-mobile/id392069902?mt=8>
  - Deploy county-specific mapping data and spatially-relevant disaster information to users in peace and disaster situations.
  - Enable inputs from community members regarding inundation levels during flood events
- Leverage Flood Map™ Data holding to enhance community awareness:
  - Depth grids will tell the user how deep the water is at their location. Combine with U.S. Army Corps of Engineers (USACE) depth/damage curves to annualize their losses.
  - Velocity grids will calculate swift water and areas that are to be avoided or are at greater peril than can be seen on a typical flood map.
  - Surface grids created at varying return period intervals creating 3D flood models or providing percent flooding chance over 30-year mortgages — information a user can relate to.
  - Historical event and insurance information to help users understand the disaster history of their location.
  - Multi-peril information for earthquake, wind, hail, lightening, fire, and others to produce comprehensive risk awareness and preparedness.

## 5. Project Team

Our project team organization chart is presented in Section 1. The following paragraphs contain brief bios of proposed staff members, and resumes are provided at the end of this section.

**Daniel L. Henderson, PMP, CFM, GISP, Project Manager.** Mr. Henderson is a senior project manager with 14 years of GIS project management, technical, and academic experience including flood management, Federal Emergency Management Agency (FEMA) NFIP and Community Rating System (CRS) programs, GIS application development, and public outreach for local agencies. Mr. Henderson also has experience in GPS survey data collection, flood mapping, levee database development, GIS-integrated urban land-use studies, imagery and light detection and ranging (LiDAR) processing, 3D visualization, environmental modeling, and emergency management. He manages a variety of projects locally and across the country implementing enterprise GIS applications for clients including desktop and web-based solutions. Much of his experience involves integration of data between federal, state, and local agencies to increase efficiency and maximize return on investment. In addition, he has more than five years of GIS training and teaching experience including classroom instruction for entry to advanced level GIS users and on-the-job training of GIS technical staff.

**Joshua P. Price, GISP, CFM, Subject Matter Advisor.** Mr. Price has a solid background in watershed hydrology and hydraulic studies, FEMA Flood Insurance Studies (FIS) and map production, IT software development, GIS, and project management. He has managed integrated engineering and GIS staff in producing thousands of digital flood insurance rate maps (DFIRM) for FEMA and Cooperating Technical Partners (CTP) across the nation including Colorado Water Conservation Board; South Dakota Emergency Management; North Dakota State Water Commission; Montana Department of Natural Resources (DNR); Papio-Missouri River Natural Resource District (NRD); City of Lincoln, Nebraska; Georgia DNR; and FEMA Regions V, VII, and X.

Mr. Price serves FEMA headquarters as the Risk MAP (Mapping, Assessment, and Planning) IT Program Area Manager that oversees operations such as the Mapping Information Platform (MIP), the National Flood Hazard Layer (NFHL), and MIP Black Belts. He is also leading the new LIDAR specifications development known as Procedure Memorandum 61. He is the manager for PBS&J Flood Map™ technologies including: Flood Map™ Desktop, Flood Map™ Mobile, Flood Map™ Online, Flood Map™ Data, and Flood Map™ Services.

**Kim Floyd, Marketing/Communications Lead.** Ms. Floyd has nearly 17 years of experience as a communications professional skilled in public outreach, strategic communication planning, public opinion research, public affairs, and community relations. She focuses on strategic communications planning and implementation for public sector clients, specifically those within the integrated flood management and water resources industries.

Ms. Floyd has expertise in the development of interactive program websites using research-based approaches that include stakeholder involvement and usability testing. She designed and implemented public outreach programs for the Three Rivers Levee Improvement Authority and the Sutter Butte Flood Control Agency to support the formation of benefit assessment districts. She designed and implemented Yuba County's "It's Flood Season. Get Covered." public awareness campaign and recently provided public outreach support for the County's FEMA DFIRM implementation. She also provides public outreach counsel to the California Department of Water Resources Floodplain Management Division for its Flood Risk Notification Program.

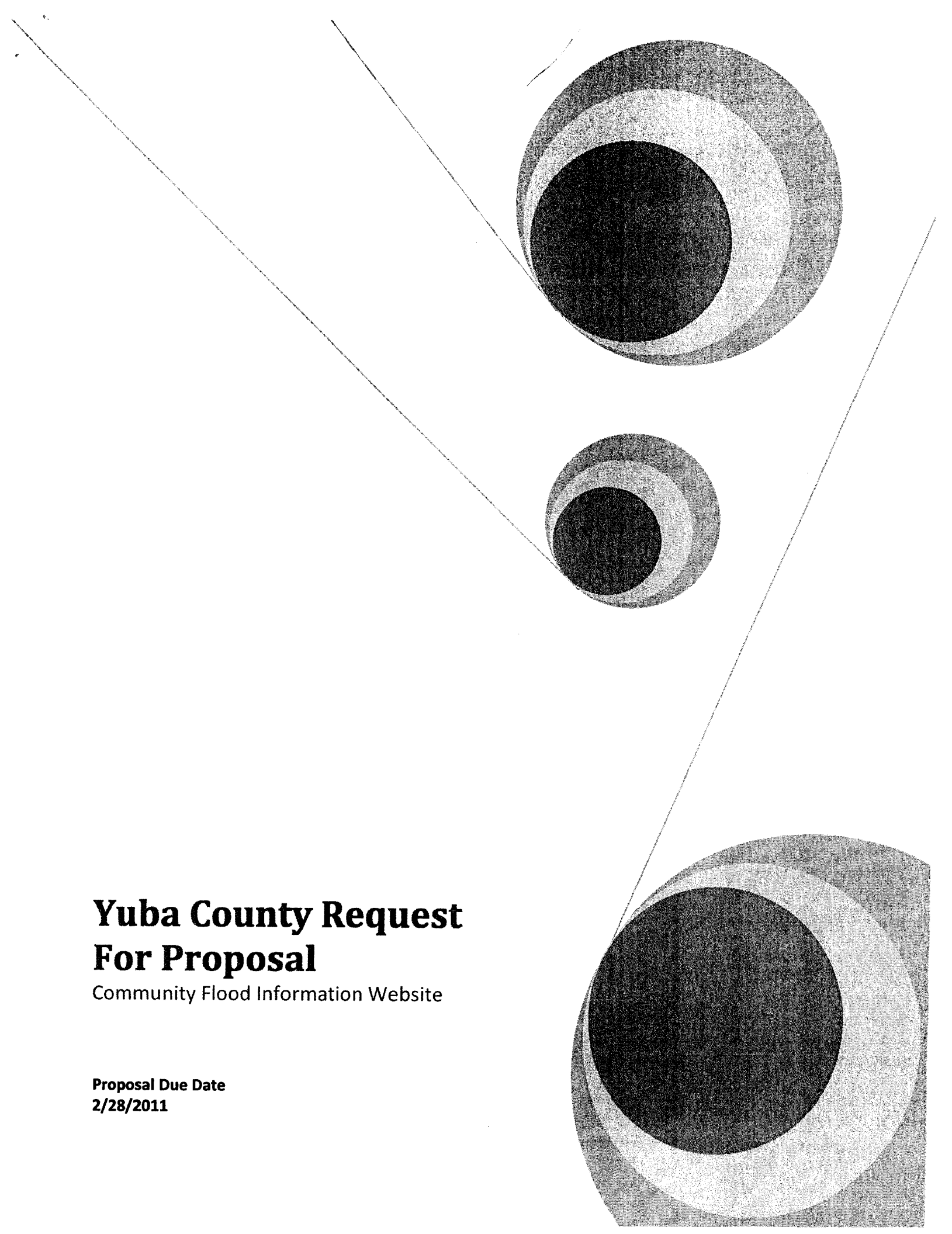
**Ian R. Griffin, Technical Lead.** Mr. Griffin is a senior software developer with over seven years experience with all phases of the development life cycle from planning and analysis through design and maintenance of applications built to solve any business need. He has proven experience developing applications of all sizes targeted at a small group of users or an entire enterprise. In addition, Mr. Griffin places an emphasis on customer service to assure that every project meets or exceeds customer expectations and is delivered within budget and time constraints dictated by the customer.

Supporting Mr. Griffin in providing the technical services for this contract will be **Soraya Saflicki and Jeremy S. Huckeba**. Ms. Saflicki is a technical coordinator with ten years of experience primarily involving networking and software/hardware applications. She is skillful in assessing requirements, determining priorities, analyzing courses of action, and making adjustments for peak efficiency and profitability in fast-paced and dynamic environments. Ms. Saflicki's current general responsibilities with PBS&J include creating and maintaining all SharePoint sites, creating all user accounts on the SharePoint server, maintaining and developing several websites, conducting quality assurance and testing for several projects, and keeping track of all billing for all SharePoint sites and ATG-hosted websites.

Mr. Huckeba has over ten years of IT experience, most recently specializing in software design, architecture, and development at all levels of the application life cycle. His skills demonstrate expertise in the area of requirements analysis, design, and development including advanced programming, conceptual diagrams, graphic user interface (GUI) designs, screen layouts, animation, training, and proposal writing.

**COUNTY OF YUBA**  
Perimeter Network Upgrade – Evolve Technology

**ATTACHMENT G**  
**REQUEST FOR PROPOSAL**

The background of the page features an abstract graphic design. It consists of three sets of concentric circles. The top set is the largest, the middle set is the smallest, and the bottom set is the same size as the top one. Each set of circles has a dark gray outer ring, a light gray middle ring, and a dark gray inner circle. Two thin, light gray diagonal lines cross the page from the top left to the bottom right, passing behind the circles.

# **Yuba County Request For Proposal**

Community Flood Information Website

**Proposal Due Date  
2/28/2011**

# Yuba County Community Flood Information Website Request for Proposal

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## **Project Vision**

A website that displays Yuba County's excellence and leadership in emergency management and flood protection and preparedness, which can easily be utilized as a forward thinking communication center for our citizens, emergency responders, educators, employees and the media. The focus of the solution shall be quality subject matter content, simplicity in design and ease of use and maintenance.

## **Project Goals**

- Show county's leadership in flood control initiatives.
- Act as a communication hub for preparedness, and communication sharing during emergency flood events.
- Develop content that is what consumers of the site want and need.
- Develop a unique, simple and effective design and interface.
- Host the solution off site from the County to ensure availability in a disaster situation.
- Technical design and hosting solution shall be high availability and seamlessly scale in the case of emergency event when we expect traffic to increase exponentially above normal needs. Hosting shall be in a fully redundant data center (including redundant pathways and sites) with backup power solutions, and shall be out of the inundation areas of the County, and out of locations prone to natural disasters.
- Site content must be easily maintained by non-technical staff, through the use of a web content management system, to be recommended by partner.

## **Statement of Work**

County desires a turn-key, excellent solution that showcases our leadership in flood control. We envision a site with three (3) main areas of focus: Community Education, Preparedness, and Flood Emergency Communication Center.

## **Marketing Partner Expectations**

The Marketing Partner shall act as the creative partner in the design of the project. Creative concept is particularly important on this project. The County desires a design that is unique in its simplicity and thus functionality, and is not typical of government websites. We desire excellent graphic design and layout, coupled with enterprise level technology implementation.

We will look to the marketing partner to create branding and lead overall site concept and design. Technical team must be involved to ensure design concept is possible from a technical perspective. Branding may include logos, slogans and other graphics to identify, publicize and otherwise brand our website project. Additionally, the Marketing partner shall obtain input from project stakeholders including Yuba County Office of Emergency Services (OES), other government agencies in the county, educators, and residents of the county about desired content. The marketing partner shall drive the final list of pages to be included in this site based on the input from the community. The Marketing Partner shall propose an appropriate plan for community involvement along with “not to exceed” pricing, but shall work with the county to finalize the community involvement plan, which may include community meetings, surveys, and other outreach mechanisms to be proposed. We welcome creative and thoughtful ideas on how to best engage the community in designing the type of content desired, as well as validating the proposed design and content. We expect the community outreach to require significant on-site time. The Marketing Partner shall be solely responsible for conducting the community outreach program that is developed with input and final acceptance from County.

Marketing Partner shall be responsible for development of all graphics for the site. Marketing partner shall be responsible for developing the *content* for each page. County resources shall provide available information for input into this process, but it is expected that the marketing partner shall actually develop content in a manner that is consistent with OES policies, standards and procedures. Content shall be developed in close communication with OES, and all content shall be approved by County before being considered complete. Content developed shall be information rich while being crisp and easy to digest. Marketing partner shall be responsible for recommending areas which should include animation and video and shall coordinate with technical partner on creation of said items. Recommend appropriate email marketing plan for distribution of information from this site on an ongoing basis, appropriate to the specialized needs of this type of site in an emergency situation.

Marketing partner shall be responsible for developing and implementing the publicity plan to launch this website.

### **Marketing Deliverables**

- 1) Present at least two branding concepts to County for selection. County shall have final approval of branding concepts, and shall have the ability to ask for additional branding concepts if the first set presented are not acceptable to County.
  - a. All graphics created for use in the project shall be provided to County in appropriate quality format to be used for future print and electronic materials.
- 2) Plan for community involvement, which shall be reviewed and approved by County prior to implementation.
- 3) Appropriate documentation capturing community input.
- 4) Visual design/mock up of site, in conjunction with technical partner, for approval by County prior to implementation. Consider community input to approve approach.
- 5) Detailed listing of all pages to be included and content for each page, with sign off from County.
- 6) Content for each page.
- 7) Creation of publicity plan for website.
- 8) Email marketing plan for information distribution of information.
- 9) Implementation of publicity and email marketing plans.



technical partner should plan to work with County GIS function to understand what we currently have in place that can be utilized, in order to be as cost effective as possible. Tool selection for support of any GIS functionality should take into account existing county environment.

9. Project management of the entire project, with development of milestones and County sign offs at appropriate intervals, which shall include a communication plan, regular (weekly at a minimum) communication and status updates.
10. Site should be key word searchable.
11. Recommend proper hosting solution and implement upon agreement of selected hosting company by County. Pricing should include three years of hosting.
12. Design of all communication tools must carefully consider the impact to communication systems during an actual emergency event. Low bandwidth messaging should be used wherever possible, because simultaneous sending of thousands of messages may impact communication systems. Partner shall carefully understand this situation and make recommendation on how to best handle this and implement agreed solutions.
13. Appropriate integration with Facebook and Twitter which may include integration with existing Yuba County presence on these sites.
14. Implementation of RSS feed.
15. Implementation of Email list management and email distribution services. Recommend solution in agreement with the marketing partner and implement. Provide licensing to County for ongoing use. Develop recommendation in close concert with County technical staff as county desires to have one solution in this space. Recommendation and implementation of tools in this area may become county standard for other unrelated projects. Current solution is not considered robust enough for expanded uses.
16. Content Management System selection, as well as selection of other tools needed to develop and maintain the site. Final selections shall be made with approval from County technical staff.
17. Develop and implement navigation strategy for the site.
18. Six months of site support should be included in your total website development costs.
19. Provide ongoing site support for 2-1/2 years beyond the initial six months provided in your proposal. This option should be proposed as a separate line item on page #, "Bid Sheet", where indicated. This pricing does not need to include development of new pages or content.
20. Provide development of new functionality for up to one year. The hourly rate for this development should be proposed as a separate line item on page #, "Bid Sheet".
21. Recommend animation and video to be part of the site in key areas where animation and video will be particularly effective. Number of animations and videos is yet to be determined; proposal may quantify how much of these items shall be included in offered pricing. County has some video production capacity and may opt to do all or

- 
- 10) Email of updated content, newsletter, blogs etc to registered, interested consumers of the web site.
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## **Technical Deliverables**

### **1) Project Plan**

- a. Project Plan shall include task level detail, updated on a weekly basis. An iterative or phased approach is welcomed, where a certain number of pages would be designed, developed, tested and implemented, followed by another group.
  - b. Entire project team should be available for at least weekly communication meetings with County by phone.
  - c. Entire project team should be available for occasional on site meetings as required by County.
- 2) Coding Standards. Detailed documentation of coding methods and standards used. Code should be fully commented for ease of maintenance.
  - 3) Technical partner shall deliver full coding standards document to be used in development of project prior to undertaking project.
  - 4) Test plans. Detailed plans of how the site will be tested.
  - 5) Site mock ups (County Sign off required before proceeding to implementation)
  - 6) Appropriate licenses & software for all tools required to update, maintain and expand web page. Tools intended for technical staff use will require 3 licenses; tools intended for end user maintenance will require 7 or more licenses. If County already has appropriate licenses for specific tools being used, additional licenses may not be required, upon agreement by County.
  - 7) Test results.
  - 8) Live, implemented, complete and functional traditional and mobile site as specified in statement of work and signed off documents refining scope through the duration of the project.
  - 9) Complete documentation of the site including appropriate diagrams and textual descriptions of system.
  - 10) Training materials for county technical staff, as well as non-technical end users. End user training should focus on how to update content. Technical training should include a detailed review of the environment.
  - 11) Video and animation as required.

## **Terms and Conditions**

**Contract Term.** The term of the agreement resulting from this solicitation will be annual with two one year extensions at the county's option. The contract is expected to start as early in 2011 as practically possible following selection. It is expected that the primary project scope will be completed in an expedited manner and shall be complete absolutely no later than November 2011. Extensions shall be for support, hosting and new project development purposes only.

**Project Schedule.** Once selected, proposer will complete contract and agree upon start date and work schedule. County desires for work to begin as early as possible in 2011. Project shall be completed as early in 2011 as possible, and County expects vendor to begin work as soon as contract is executed. Website shall be completed no later than October 31, 2011. Maintenance and change order work may continue beyond October.

**Subcontractors and Key Personnel.** No portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County.

**Work Product.** County shall be sole owner of all writings, source, graphics and other work product produced during the course of performance of the contract once awarded.

**Liquidated Damages.** County and Vendor recognize County will suffer extensive damages if the Work is not completed within the time specified above in Project Schedule, the exact amount of which is difficult to ascertain. Accordingly, if Contractor fails to achieve 100 percent completion of the Work within the time specified above, Owner shall be entitled to retain or recover from Contractor, as liquidated damages for delay (but not as a penalty) the sum of **\$500** per day commencing on the expiration of the time specified above and continuing until the actual date of 100 percent completion. Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement.

**Submittal Instructions.** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. Copies of FIVE unbound proposals must be submitted clearly marked as follows:

***"Flood Control Website"*** to:

Yuba County Department of Administrative Services  
Attn: Purchasing and Contracts  
915 Eighth Street, Suite 119  
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

**Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than Monday, February 28, 2011 at 5:00pm.

**Proposal Validity.** Proposals must be valid for a period of not less than ninety (90) days after the solicitation closing date.

**Background Checks.** County may require background checks at their discretion. County typically *will* require background checks of any personnel with unrestricted access to county physical sites, or requiring logon access to County computer systems. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of background check differs depending on where the check is initiated, but is typically less than \$100 per person.

**Addendums.** Contractors are responsible for ensuring that their proposal includes any changes or additions made by Addendum. These Addenda, if applicable, will be emailed and or mailed to the contact provided in the Qualifications Appraisal Phase.

**Contact Information.** Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Andrea's contact information is: email [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us), fax 530-749-7884.

All questions received in writing must be received by Monday, February 21, 2011.

## **Additional Requirements**

- 1) The contractor must demonstrate they have the technical expertise, experience, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- 2) Part of the selection process will include a credit check and financial evaluation of the business.
- 3) Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and or/interview applicants and key personnel. County may choose to interview all respondents, or only a short list of respondents based on the review of the paper submission, at the County's option. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- 4) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.

## Evaluation Criteria

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any proposer or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion, or award portions of outlined scope to multiple respondents.

The contract, if awarded, will be awarded to a proposer whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

- 1) Demonstrated ability of the firm to deliver a project with the creative design elements and technical elements desired.
- 2) Proposer's understanding of the needs and objectives of the county.
- 3) The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP which may include:
  - a. reference, credit and other pertinent checks,
  - b. qualifications of the professional personnel who would be assigned to the project measured by experience and education.
- 4) The demonstrated creative and design ability of the firm based on prior work and references.
- 5) Soundness of approach described in proposal.
- 6) Financial terms of proposal.
- 7) Fiscal soundness of firm.
- 8) Completeness and professionalism of submission.
- 9) County may require presentations/interviews as part of selection process of all vendors or of a shortlist of vendors.
- 10) Submissions which are deemed incomplete may be eliminated as not being responsive.
- 11) Upon selection, county may negotiate final terms of contract with selected partners so that contract and scope and pricing of said scope is clear to all parties involved and within budget.

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services.

## **Pre-Proposal Meeting**

An optional pre-proposal meeting will take place on Wednesday February 16<sup>th</sup>, 2011 from 10-11:30am. You may attend in person or via Conference Bridge. The county makes no guarantees that the conference bridge will be functional. Questions may be submitted via writing in advance. This will be an opportunity to ask questions about existing environment and tools, clarify scope and ask other general questions. County shall document all responses and provide via mail/email to all qualified proposers. Only documented responses shall be considered incorporated into the RFP and will be issued as addenda to the RFP.

Date and time: February 16<sup>th</sup>, 2011 from 10-11:30am

Location: Yuba County Government  
Center Conference Room 2  
915 8<sup>th</sup> Street  
Marysville, CA 95901

Conference Bridge:

Vendors may take part in meeting by toll teleconference.\*

Number: 1-978-964-0049

Passcode: 9355638

\*County makes no guarantees that the technology will be functioning.

## **Proposal Instructions**

Proposal should not exceed 35 pages and should include a discussion of your proposed design approach/solution, including the features, benefits and uniqueness of your solution. Please number all pages in your submission. Proposals should be inclusive of travel costs. Proposal should include the following:

### **Section 1 – Vendor Profile**

- 1) General Business Information (complete this section for primary firm and any subcontractors)
  - a. Firm Name
  - b. Ownership Type (corporation, private, public etc)
  - c. Gross and net revenues/billings over last 5 years. Address fiscal soundness of firm to demonstrate ability of firm to perform project.
  - d. Total number of employees.
  - e. Number of employees who would be assigned to this project.
  - f. What percentage of your business is website development?
  - g. Has your firm been involved in any litigation in the last three years with another customer? If yes briefly describe.
  - h. Please provide three references with contact information and details of services provided.
  - i. Please provide 3-5 sample websites where similar services were provided. Please indicate for each if a content management system was utilized in the project. Also please indicate if partners participated in website, and what partners provided in completion of project. Provide a clear understanding of what actual work was completed by your firm on the project.
  - j. Please provide proof of continuous Workers Compensation coverage (either a copy of previous Insurance Acords, or a letter from your provider stating the number of years of continuous coverage will suffice)
  - k. Please provide any additional pertinent details that would help the County understand your proposal or qualifications in regards to this RFP.

### **Section 2 – Proposal Details**

- 1) Provide a summary of overall approach.
- 2) Please indicate if you are willing and able to provide marketing, technical or both services. If you are able to provide both, please indicate if you are willing to take an award of only marketing or technical services.
- 3) Describe the marketing approach which would be used to complete all deliverables listed in the marketing section of the RFP.



- 4) Describe the content management tool you would use and the benefits of this tool; describe key features you feel would be pertinent to making this project successful.
- 5) Describe development standards and best practices you would use.
- 6) Define the style standards you would apply to the web site.
- 7) Identify the individuals who would be assigned to work on this project, define the role they would play, and the qualifications of each to play that role including education and experience.
- 8) Provide a sample of coding standards which would apply to this project.
- 9) Describe briefly how you would implement the ability to do key word searches.
- 10) Describe your recommended hosting solution and how it is properly scalable in an emergency event.
- 11) Describe the other technologies that would be used to implement the page. Include languages and best practices that will be used.
- 12) Provide any additional information that outlines technical capability to complete project.
- 13) Outline Service Level Agreements for support.

### Section 3 - Bid Sheet

The price you quote should be inclusive. If your price excludes fees and charges that may be assumed in this type of project, or are stated as expected in the statement of work above, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

Vendors may include additional detailed pricing information in addition to this bid sheet in order to provide clarity, if needed.

<b>Company Information</b>		
<b>Project:</b>	Yuba County Flood Control Web Site	
<b>Company Name:</b>		
<b>Address:</b>		
<b>Primary Contact Name/Title:</b>		
<b>Primary Contact Phone:</b>		
<b>Primary Contact Alt Phone:</b>		
<b>Primary Contact Email:</b>		
<b>Pricing Proposal (please name tools)</b>		
	Price	Comment/Notes
<b>Marketing Price total</b>		
<b>Technical Price Breakdown</b>		
Website Development		
Mobile Site Development		
*Tool/license		
Tool/license		
Tool/license		
Tool/license		
Video Production		
3 years hosting		
Additional technical costs (please specify)		
<b>Total Technology Cost</b>		
<b>Total Marketing and Technology Cost (Include 6 months of maintenance):</b>		

<b>Price proposal for additional costs</b>	
<b>3 years of site maintenance &amp; support:</b>	
<b>Hourly Rate for new development over three years:**</b>	

\*List each tool needed for maintaining site, and pricing for each tool/licenses.

\*\*May include multiple rates for different resources.

## **Insurance Requirements for Contractors/Consultants**

Contractor shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. 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.

### ***Performance Bond Requirements***

Selected partner is required to furnish a Performance Bond (Bond) in connection with said contract guaranteeing faithful performance thereof. Bond shall be for 100% of the contract price.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

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

### ***Minimum Limits of Insurance***

Contractor shall maintain limits no less than:

- |                                                                                  |                                         |                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability: (including operations, products and completed operations.) | <b>\$1,000,000</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 accident 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.                                                                                                                                                                                                    |

If the contractor maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the contractors.

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

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

### ***Other Insurance Provisions***

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the 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. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

### ***Waiver of Subrogation***

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

### ***Acceptability of Insurers***

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

***Verification of Coverage***

Contractor shall furnish the County with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

***Subcontractors***

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

# Yuba County Flood Control Website Request for Proposal – Addendum

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## Questions and Answers as of 2/22/2011

- Q1: There are a number of open source .NET CMS options available. Does the County have any preferences? We assume that a custom CMS solution could also be considered depending on the County's desires and requirements
- A: We are looking for your professional recommendation. We are not currently using a CMS. Anything open source which is recommended must have appropriate licensing for an enterprise.
- Q2: To maintain a reliable yet cost effective hosting solution, we are considering a high performance system that can be activated with minimal advance notification. This would minimize daily operational costs yet provides sound support in the event of an emergency. If this is practical, can you provide us with "worst case scenario" advance notice?
- A: Yes, typically in a flood event, we know there is a potential issue before such incident occurs. Methodology for notification would need to be very clear.
- Q3: Please disclose the type of GIS software the County is currently using. This will be helpful in gaining a better understanding of the technology to recommend for integration to support "on-the-fly" dynamic mapping.
- A: We don't expect to have a full fledged GIS map development set up on the host server. We look for creative ways to display needed map information. This may be a combination of maps developed in advance as part of this project that can be easily toggled to indicate current conditions, during an event by County staff or something else we haven't yet considered. We look for creative solutions that have the most impact for the investment.
- Q4: Is it the County's intention to require ADA compliance for the GIS map functionality?
- A: It is understood that this is a difficult thing to do, especially with dynamic maps. The spirit of the request for ADA compliance is two-fold. First and foremost, we want to make sure that a disabled person can access information on the website in the case of an emergency. Second, we want to be in compliance with regulatory requirements for accessibility. With these in mind, our recommendation is for prepared maps that they may be readable by a screen reader where possible. For example, if there is a map displaying shelter locations that the

## **Flood Control Website Addendum**

shelter location information be able to be read by a screen reader. This information alternatively could be displayed separately from the map in text so to be accessible. Maps such as inundation areas would be much harder to represent in text and that is understood. Wherever possible, we'd like to include the spirit of accessibility. Vendors can do that in any reasonable way. In cases where it is impossible or extremely cost prohibitive to do, vendors simply need to explain that.

Q5: What is included in the 35 page limit? Does it include covers, TOC, tabs, cost sheets? What about insurance certificates and litigation list?

A: The intent of the limit is to make the amount of material to review manageable and we ask that you keep that in mind and present content that is meaningful and concise as possible. You do not need to count pages that are table of contents, tabs, litigation details, the county supplied cost sheet or insurance certificates. If you provide additional more detailed cost sheets that are extensive, that should be included in your pages of content.

Q7: On sample websites, the RFP requests 3-5 samples. Does Yuba County want us to submit 3-5 samples for the technical partner and 3-5 for the marketing partner or 3-5 samples in total?

A: 3-5 for each partner team if the samples being presented aren't joint projects. If the marketing partner doesn't have 3-5 website samples independently, you may state this and present whatever is available. Please make sure to be clear what work on each sample site was actually done by the proposer, as opposed to another entity.

Q8: Will County staff be updating the website during emergencies or will the technical partner be asked to update the site?

A: We expect the County staff to be updating the website content during emergencies.

Q9: How would you like pricing to be structured?

A: One lump sum budget for Technical and Marketing with those items spelled out as indicated on the cost sheet in the RFP.

Q10: What type of architecture/platform would you like this website to be developed using?  
i.e. .NET, PHP, ASP.NET, ASP Old Style?

A: The County's preference is .NET for ease of maintenance because it is consistent with what we are currently doing but we are open to considering any solution.

## **Flood Control Website Addendum**

Q11: What GIS is currently being used?

A: The County is currently using ESRI products/Arc suite, Arc MIS to serve output; moose point and geosmart for application building. The County plans to utilize Arc server in the future.

Q12: What are the hosting requirements?

A: We want the ability to be able to have updates conducted regardless of a cell phone tower being down. It must be able to handle high traffic in the event of an emergency but this ability is not necessary when an event is not taking place. The solution should be able to scale the amount of traffic and accessibility requirements.

Q13: Does the website need to offer an option for different languages?

A: Please include the option of access to other languages in the event of an emergency.

Q14: Will the marketing partner be developing Branding or just Logos?

A: They will design the logos but not necessarily have to develop the layout.

Q15: Will payments be delayed due to county sign off process?

A: The steering committee will gather and sign off fairly quickly. The county takes approximately 45 days to issue payment from date of receipt of your invoice.

Q16: What are the requirements for mobile device viewing?

A: During an emergency event this would be the most crucial. We are asking for your professional opinion to tell us what best fits the need. Please specify in your proposal how you plan to provide this in a clear fashion.

Q17: #23 Source Code – What does this entail?

A: Provide to the County in a way that will allow the County staff to manage the website in the event that County staff would need to maintain or provide work to the site.

Q18: How many sessions/people do you expect to attend the CMS training being requested?

A: We expect the training to be conducted in one session and no more than 10 people for the overall training and 3-4 people for the content training. We are requesting that documentation also be provided at these trainings to aide in training, provide documentation and for future reference.



**Flood Control Website  
Addendum**

Q19: Marketing Partners: What should be included?

A: We are looking to the expertise of the marketing partner to determine what best suits the needs of the project.

Q20: You are asking for ownership of the work products. What does this include?

A: We expect to own the work product that results from this project and have licensing for tools that may be needed for maintenance. If there are items of specific concern, we can spell it out with the awarded contractor and include those items in the final contract.

Q21: Are we able to utilize the County's Print Shop to minimize printing/marketing costs?

A: Yes

**COUNTY OF YUBA**  
Perimeter Network Upgrade – Evolve Technology

**ATTACHMENT H**

**PAYMENT AND PERFORMANCE BONDS**

**YUBA COUNTY  
STATE OF CALIFORNIA**

**PAYMENT BOND  
LABOR AND MATERIAL**

KNOW ALL MEN BY THESE PRESENTS:

**THAT WHEREAS**, the County of Yuba has awarded to Atkins North America, as principal, hereinafter designated as the "Contractor," a contract for construction on the following in Yuba County:

**FLOOD CONTROL WEBSITE PROJECT**

**AND WHEREAS**, said Contractor is required by the provisions of Sections 3247 through 3252 of the California Civil Code to furnish a Bond in connection with said Contract, as hereinafter set forth;

**NOW, THEREFORE**, as the undersigned Contractor and Surety are held firmly bound unto the County of Yuba in the sum of One Hundred and Twenty Five Thousand Dollars (\$125,000.00) (which amount is not less than one hundred percent (100%) of the Contract price) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay for any materials, provision, provender or other supplies or teams, implements or machinery, used in, upon for, about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor and required by the provisions of Section 3247-3252 of the California Civil Code, and provided that the claimant shall have complied with provisions of said Code; the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of California Civil Code, so as to give right of action to them or their assigns in any suit brought upon this Bond.

No prepayment, or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or in the Specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said County of Yuba, shall operate to relieve Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the California Civil Code.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals on this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

SURETY

\_\_\_\_\_(Seal)

By \_\_\_\_\_  
Attorney in Fact

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
by \_\_\_\_\_  
Title \_\_\_\_\_

NOTE: Signature of those executing for the Surety must be properly acknowledged.

**YUBA COUNTY  
STATE OF CALIFORNIA**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

**THAT WHEREAS**, the County of Yuba has awarded to Atkins North American, as principal, hereinafter designated as the "Contractor," a contract for construction on the following in Yuba County:

**FLOOD CONTROL WEBSITE PROJECT**

**AND WHEREAS**, the Contractor is required to furnish a Bond in connection with said contract guaranteeing faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound unto the County of Yuba in the sum of One Hundred and Twenty Five Thousand Dollars (\$125,000.00) (which amount is not less than one hundred percent (100%) of the Contract prices) to be paid to said County or its certain attorney, its successors or assigns: for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH,**

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract, including the provisions therein for liquidated damages, and any alteration thereof made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the said County of Yuba, its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise, it shall be and remain in full force and virtue.

No prepayment, or delay in payment, and no change, extension, addition or alteration of any provisions of said contract or in the specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said County of Yuba, shall operate to relieve any surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the California Civil Code.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals on this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

SURETY

\_\_\_\_\_(Seal)

By \_\_\_\_\_  
Attorney in Fact

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
by \_\_\_\_\_  
Title \_\_\_\_\_

NOTE: Signature of those executing for the Surety must be properly acknowledged.

# 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



268-11

**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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 21, 2011

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR   
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR 

SUBJ: CONSIDER ORDINANCE REPEALING AND REENACTING CHAPTER 8.79 OF THE ORDINANCE CODE FOR HAMMON GROVE PARK AND SYCAMORE RANCH and CONSIDER RESOLUTION TO ESTABLISH RESERVATION PROCESSING AND FEES AT HAMMON GROVE PARK AND SYCAMORE RANCH

### RECOMMENDATION:

The Land Use and Public Works Committee recommend that the full Board:

Adopt the attached ordinance repealing and reenacting Chapter 8.79 of the Yuba County Ordinance Code relating to Hammon Grove Park and Sycamore Ranch.

Adopt the attached Resolution establishing reservation processing and fees at Hammon Grove Park and Sycamore Ranch.

### BACKGROUND:

As Public Works continues to improve upon Sycamore Ranch, demand continues to validate the investment the Board of Supervisors has made in outdoor recreation. As the popularity of Hammon Grove and Sycamore Ranch continues to rise, it is clear that the ordinance, as well as the fee resolution, should be refreshed to reflect the increased demand of these two showcase parks.

### DISCUSSION:

Although much of the proposed ordinance remains the same, notable changes proposed in Y.C.O.C. 8.79 include:

- Day Use Hours – Changed from fixed seasonal hours to 30 minutes before sunrise through 30 minutes after sunset. This will provide consistency as the length of day changes through the year.

- Overnight camping length of stay – No more than 21 days per every 30 days.
- Campground maximum occupancies – Six (6) persons per site, except group sites as follows:
  - Sycamore Group A – Sixty (60) persons
  - Sycamore Group B – Sixty (60) persons
  - Sycamore Group C – Seventy Two (72) persons
  - Sycamore Group D – Twenty (20) persons
- Organized Events.
- Parking restrictions in or around campsites.
- Third party vending upon County authorization.

In addition, as this ordinance revision retains the requirement for fees to be determined by Resolution, Public Works proposes the following for Sycamore Ranch:

Individual Site ("First Come, First Serve" – no reservations)	20.00	NIGHT
Group Site A (60 person capacity - must be reserved in advance)	200.00	NIGHT
Group Site B (60 person capacity - must be reserved in advance)	200.00	NIGHT
Group Site C (72 person capacity - must be reserved in advance)	250.00	NIGHT
Group Site D (20 person capacity - must be reserved in advance)	75.00	NIGHT

Historically, Hammon Grove was also made available for overnight camping to various nonprofit organizations. However, because it is the intent to encourage overnight camping at neighboring Sycamore Ranch, it is proposed that the Board allow the Public Works Director to allow camping at Hammon Grove only in special circumstances and to set fees accordingly.

Day use reservations for use of the picnic pavilion at Hammon Grove would remain the same at:

		<i>0 - 4 HOURS</i>	<i>4+ HOURS</i>
<b>A</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>B</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>C</b>	Large Built in BBQ, Nine (9) Tables and Stage	\$45	\$85
	Optional Electricity for Packages A - C	\$25	\$25

#### FISCAL IMPACT:

No impact to the General Fund. Revenue from the park and campground use will help defray the ongoing maintenance costs for the two parks.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING AND RE-ENACTING YUBA COUNTY  
ORDINANCE CODE TITLE VIII, CHAPTER 8.79 RELATING TO HAMMON GROVE  
PARK AND SYCAMORE RANCH**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

\_\_\_\_\_  
,Chairman  
Yuba County Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

  
\_\_\_\_\_  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA  
DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper in the County of Yuba, State of California.

Section 2. Chapter 8.79 of the Yuba County Ordinance Code is hereby repealed and re-enacted in its entirety to read as follows:

**CHAPTER 8.79**  
**HAMMON GROVE PARK and SYCAMORE RANCH**

**Sections**

- 8.79.010 Purpose**
- 8.79.020 Common Description**
- 8.79.030 Prohibition of Certain Uses without Permit**
- 8.79.040 Hazardous Games Prohibited**
- 8.79.050 Hours**
- 8.79.060 Camping and Organized Events**
- 8.79.070 Fees**
- 8.79.080 Stopping, Standing or Parking**
- 8.79.090 Use of Boat Ramp**
- 8.79.100 Operations of Vehicles within Hammon Grove Park or Sycamore Ranch**
- 8.79.110 Animals in Hammon Grove Park or Sycamore Ranch**
- 8.79.120 Signs**
- 8.79.130 Alcoholic Beverages**
- 8.79.140 Glass Containers**
- 8.79.150 Vending and Peddling**
- 8.79.160 Fire Prevention**
- 8.79.170 Restrooms**
- 8.79.180 Trespassing**
- 8.79.190 Prohibited Acts**
- 8.79.200 Violations and Penalties**
- 8.79.210 Enforcement**

**8.79.010 Purpose.** Hammon Grove Park and Sycamore Ranch shall be used and maintained for the benefit and entertainment of the public generally, subject, however, to the restrictions and limitations contained in this chapter and such other regulations (including requirements for permits and the fees therefore) as the Board of Supervisors may adopt hereafter by resolution. The regulations set forth in this chapter shall apply to and be in full force and effect at Hammon Grove Park and Sycamore Ranch which are under the jurisdiction and control of the county. The regulations shall govern the use of such parks and the observance of these regulations shall be a condition under which the public may use the park and recreation areas. (Ord. #1237)

#### **8.79.020 Common Description.**

**Hammon Grove Park** - As used herein, the term "Hammon Grove Park" shall include that area within the County of Yuba, State of California, and more particularly described as follows:

That portion of the north ½ of Section 22, Township 16 North, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S 74°10'50" W, 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S 88°39'04" E with a radius of 4450 feet, through an angle of 3°20'34" a distance of 259.62 feet (the chord of which bears S 86°58'47" E, 259.61 feet); thence along the southerly right of way line of said State Highway S 85°18'30" E, 766.98 feet; thence S 23°51'15" W, 74.98 feet; thence S. 52°02'45" W., 559.05 feet; thence S 69°12'30" W, 309.70 feet; thence N 23°41'30" W, 653.92 feet to the point of beginning, containing 7.87 acres more or less; and Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997. (#1237)

**Sycamore Ranch** – As used herein, the term "Sycamore Ranch" shall include the area within County of Yuba, State of California, and more particularly described as follows:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of

Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

**8.79.030 Prohibition of Certain Uses Without Permit.** The Board of Supervisors may by resolution adopt regulations and policies with respect to the use of Hammon Grove Park and Sycamore Ranch. It shall be unlawful for any person to use Hammon Grove Park or Sycamore Ranch or conduct any activity in Hammon Grove Park or Sycamore Ranch without a permit if such permit is required by any law or regulation. In addition to any penalty otherwise provided, any person so using Hammon Grove Park or Sycamore Ranch without the necessary permit may be immediately ejected from such park by the County Sheriff or other duly appointed peace officer.

**8.79.040 Hazardous Games Prohibited.** It is unlawful for any person to fly a model airplane (motor-driven), propel a rocket or missile of any type, hit a golf ball, participate in archery, horseshoe games, lawn darts or any similar game of a hazardous nature in Hammon Grove Park or Sycamore Ranch except at such places designated for such use by the County.

**8.79.050 Hours.** It is unlawful for any person to enter or remain in Hammon Grove Park or Sycamore Ranch at any time from thirty (30) minutes after sunset until thirty (30) minutes before sunrise. This prohibition shall not apply to such person who camps overnight in Hammon Grove Park or Sycamore Ranch if such person is camping there pursuant to approval of the Board of Supervisors or its designee granted under the provisions of Section 8.79.060.

**8.79.060 Camping and Organized Events.**

**A) Definitions**

- (a) Camping means to establish or maintain on public or private property a temporary place for cooking, sleeping, or storing personal belongings either: outdoors, with or without shelter; in, on, or under any structure not intended for human occupancy; in, on, or under any parked vehicle; or in, on, or under any abandoned or unoccupied structure. For purposes of this definition, establishing or maintaining a place for sleeping shall include setting up bedding, including, but not limited to, sleeping bags, blankets, mattresses, tents, hammocks, and cots for the purpose of sleeping. For purposes of this definition, personal belongings include, but are not limited to, clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material.

- (b) Camp facilities include, but are not limited to, a vehicle which is a motor home, travel trailer, truck camper, or camping trailer with or without motive power, designed for human habitation, for recreation, travel accommodations purposes or emergency occupancy, tents, huts, and temporary shelters.
- (c) Camp paraphernalia includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks, or similar equipment.

**B) Camping Regulations**

- a) It shall be unlawful for any person to camp overnight in Hammon Grove Park or Sycamore Ranch except within designated areas and with a permit for such use issued by the County department designated by the Board of Supervisors to issue such permits. The County may at any time revoke the camping permit of any person, group or organization if the campsite occupied by such is not maintained in a reasonably clean, sanitary and attractive manner.
- b) Camping permits shall be issued so as to expire after a maximum of twenty one (21) days. All camping permits expire at 12:00 p. m. on the expiration day. No person shall camp for more than twenty (21) days in any thirty (30) day period, and, once a person has camped for twenty one (21) days within any thirty (30) day period, that person shall not be permitted to camp for a period of thirty (30) additional days. It is the intent of Yuba County that Hammon Grove Park and Sycamore Ranch be utilized for recreational purposes and not for extended periods of residency.
- c) No person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat or other trailer at any one (1) campsite.
- d) No more than six (6) persons may occupy any single designated campsite and group campsites shall not exceed the following capacities:
  - Sycamore Group A – Sixty (60) Persons
  - Sycamore Group B – Sixty (60) Persons
  - Sycamore Group C – Seventy Two (72) Persons
  - Sycamore Group D – Twenty (20) Persons
- e) Quiet shall be observed in all camping areas of a county park between the hours of 10:00 p.m. and 7:00 a.m. During these hours, no person shall make, either verbally or mechanically, any excessive noise. For purposes of this subsection, excessive noise shall mean any noise that a park caretaker finds, in his or her sole discretion, has disturbed, may disturb, or will disturb members of the public or wildlife.

- f) No person under the age of eighteen (18) shall camp within a county park unless accompanied by a parent, legal guardian, adult leader (e.g., teacher, coach, or scoutmaster) of a school or other youth group, or the parent or legal guardian of another minor camping in the same group.

### **C) Organized Events**

Organized events are permitted within Hammon Grove Park and Sycamore Ranch within designated areas and with a permit issued by the County department designated by the Board of Supervisors to issue such, or in conjunction with a group which is participating in an organized event which has been approved in advance by the Board of Supervisors or its designee. Any such advance approval shall include such conditions as the Board of Supervisors or its designee deems necessary or appropriate including, without limitation, provision for:

1. A written application made at least five working days prior to the proposed event;
2. Liability insurance;
3. Cleanup deposits;
4. Security;
5. Portable toilets sufficient to accommodate the number of attendees; and
6. Other matters which apply generally to the use of county property.

The Board of Supervisors or its designee is authorized to refuse issuance of a permit when, in their opinion based upon the duration of occupancy and other factors, there is indication that the occupancy is for other than recreational purposes or may pose a threat to public health and safety.

**8.79.070 Fees.** The Board of Supervisors shall set the fees for daytime use, overnight camping and organized events by resolution. All applicable fees must be paid prior to using Hammon Grove Park or Sycamore Ranch.

**8.79.080 Stopping, Standing or Parking.** No person shall stop, stand or park a vehicle within Hammon Grove Park or Sycamore Ranch, except in those places specifically designated for such purpose. Parking off pavement in campsites, in a manner that blocks traffic, or within any campsite without a valid camping permit shall be prohibited.

**8.79.090 Use of Boat Ramp.** The boat ramps at Hammon Grove Park and Sycamore Ranch shall be used only for loading and unloading of non-motorized flotation devices into the Yuba River or Dry Creek. No person shall stop, stand or park a vehicle on or about the boat ramp except for such purpose.

**8.79.100 Operation of Vehicles within Hammon Grove Park or Sycamore Ranch.** It shall be unlawful for any person to operate or park any motor vehicle in or upon any park or recreation area, except in those places specifically provided or designated for such purpose. As used in this

section, "motor vehicle" shall include any type of motor vehicle, including, without limitation, horse trailers, motorcycles, motorized two (2), three (3), or four (4) wheel vehicles, buses, and automobiles. Operation of off road vehicles is prohibited. Bicyclists shall be permitted to wheel or push bicycles by hand on any grassy area, trail, or path reserved for pedestrian use. All non-motorized vehicles shall be operated at all times with reasonable regard for the safety of others.

**8.79.110 Animals in Hammon Grove Park or Sycamore Ranch.**

(a) It shall be unlawful for any person who owns or has the charge, care, control or custody of any animal to allow, cause, or permit such animal to be in Hammon Grove Park or Sycamore Ranch, unless such animal is on a leash and is under the complete control of the person owning or in responsible charge of such animal. Such leash shall not be more than eight (8') feet in length.

(b) It shall be the responsibility of any person who owns or has charge, care, control or custody of any animal, while in Hammon Grove Park or Sycamore Ranch, to clean up fecal matter from their animal before leaving the facility and to properly dispose of same.

**8.79.120 Signs.** The Director of Public Works is authorized and directed to place and maintain appropriate signs giving notice of any restriction imposed by this chapter including, without limitations, signs regulating parking and overnight camping activities.

**8.79.130 Alcoholic Beverages.** Alcoholic beverages may be used, possessed and consumed in Hammon Grove Park or Sycamore Ranch. Alcoholic beverages may only be sold or distributed in Hammon Grove Park or Sycamore Ranch if, prior to such sale or distribution, a permit is obtained from the county and such other agency or agencies as otherwise required by law. The fee for such permit and the manner in which it is issued shall be set forth in a resolution adopted by the Board of Supervisors.

**8.79.140 Glass Containers.** No glass containers of any type shall be permitted within Hammon Grove Park or Sycamore Ranch except within designated campgrounds.

**8.79.150 Vending and Peddling.** It shall be unlawful for any person to engage in the business of soliciting, selling, or peddling any liquids or edibles for human consumption, or to distribute circulars, or to hawk, peddle, or vend any goods, services, wares, or merchandise, in Hammon Grove Park or Sycamore Ranch, except;

A) When authorized to do so by the County; or

B) As a third party vendor selected through bid process by Yuba County to act as a concessionaire for the management of camping or day use reservations, rentals and/or the sale of goods at Sycamore Ranch.



**8.79.160 Fire Prevention.** It shall be unlawful to carry, use or throw away any lit cigarette, cigar, ashes, or any other flaming or glowing substance except in designated barbeque areas, vehicles, or posted clear areas within Hammon Grove Park or Sycamore Ranch.

It shall be unlawful to kindle or maintain an open campfire or bonfire except in designated barbeque areas, fire pits, campfire rings or posted clear areas.

The County shall have authority to prohibit burning within Hammon Grove Park or Sycamore Ranch at any time if the danger of wildfire becomes elevated as determined in the County's sole discretion.

**8.79.170 Restrooms.** It shall be unlawful for any person to fail to cooperate in maintaining restrooms in a neat and sanitary condition. Male persons shall not resort to any restroom facility set apart for woman, and female persons shall not resort to any restroom facility set apart for men; provided, however, the provisions of this section shall not apply to children accompanied by an adult person.

**8.79.180 Trespassing.** No person shall enter any portion of Hammon Grove Park or Sycamore Ranch or buildings or portions thereof in Hammon Grove Park or Sycamore Ranch which are posted with signs which state "No Entry," "Keep Out," "No Trespassing," "Closed Area," or when gates are locked or other prohibition of entry is indicated.

**8.79.190 Prohibited Acts.**

The following acts are prohibited at Hammon Grove Park and Sycamore Ranch:

- a. Dumping, depositing or leaving any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or other such refuse or trash except in proper receptacles provided for such purpose. Such refuse or trash so placed shall be generated only in connection with normal activities in, and/or through the use of the park or recreation area. Where such receptacles are not provided, all refuse or trash shall be carried away from the park or recreation area by the person(s) responsible for its presence and properly disposed of elsewhere.
- b. Breaking, cutting, carving, defacing, injuring, mutilating, transplanting, removing or otherwise damaging any animal, grass, turf, plant, tree, shrub, flower, wood, dirt, mulch, sand or rock.
- c. Marking, graffiti, defacing, disfiguring, injuring, tampering with, displacing, digging, removing, destroying, or obliterating any County-owned real or personal property of any kind.

- d. Tampering, damaging, breaking, or causing adjustment to any irrigation component including, but not limited to controllers, repeaters, weather monitoring stations, sprinklers, sprayers, access boxes, poly-hose, or pipe that would affect the irrigation pattern or otherwise cause for the malfunction of any County maintained irrigation system.
- e. Discharging a projectile from any firearm, cannon, compressed air or gas operated weapon, bow, crossbow, slingshot, or other deadly or dangerous weapon except in the defense of life or property or upon the authorization of the Board of Supervisors.
- f. Possessing, using, discharging or selling any firecrackers, torpedoes, rockets, explosives, or other fireworks of any type.
- g. Hunting for wild animals or wild birds.
- h. Trespassing upon any area, building, or portions thereof which are posted with signs disallowing entry or when gates, doors or other means of access are closed or locked for the purpose of prohibiting entry.
- i. Walking, standing, or sitting upon or otherwise use any monument, vase, fountain, railing, fence, or other property not designated or customarily used for such purposes.
- j. Disposing of, introducing or otherwise exposing any chemical, material or agent that may result in the pollution, temperature adjustment, chemical balance, aesthetic quality, change of color, change of texture or otherwise alter the natural occurrence of any body of water, water surface or water feature.
- k. Urinating, defecating or otherwise excreting any bodily fluid and/or by-product except within designated restroom areas. It shall be unlawful for males to use said restroom areas exclusively designated and marked for females, and for females to use said restroom areas exclusively designated and marked for males; provided however that restroom designation shall not apply to children accompanied by an adult person.
- l. Distributing, circulating, giving away, throwing or otherwise depositing any handbill, circular, dodger, pamphlet, paper or advertisement or post or affix the same to any tree, fence, building, or other property.
- m. Producing any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area as outlined in Chapter 8.20 of the Yuba County Ordinance Code.

**8.79.200 Violations and Penalties.** Except as otherwise provided in this chapter, any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction thereof is punishable by imprisonment in the County jail for a term not exceeding six months or a fine not exceeding one-thousand dollars (\$1,000.00) or both. Each separate day during which any violation occurs is a separate offense.

**8.79.210 Enforcement.** The provisions of this chapter may be enforced by any duly appointed peace officer. Any person authorized to enforce the provisions of this chapter may issue such citation or notice to appear as may be appropriate under the circumstances.

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.

BEFORE THE COUNTY OF YUBA  
BOARD OF SUPERVISORS

IN RE:

RESOLUTION ADOPTING A RESERVATION )  
PROCESS AND ESTABLISHING FEES AT )  
HAMMON GROVE AND SYCAMORE RANCH ) RESOLUTION NO. \_\_\_\_\_

WHEREAS, the County of Yuba has adopted Chapter 8.79 of the Yuba County Ordinance Code that allows the Board of Supervisors by resolution to adopt regulations and policies with respect to the use of Hammon Grove Park and Sycamore Ranch; and,

WHEREAS, charging a minimal fee for reserving certain day use and campground areas within Hammon Grove and Sycamore Ranch would help defray maintenance costs associated with increased park usage by persons and groups; and,

WHEREAS, Section 8.79.070 of the Yuba County Ordinance Code allows the Board of Supervisors to set the fees for organized events, daytime use, and overnight camping by resolution and that the fee schedule may require periodic revisions; and,

WHEREAS, Section 8.79.060 further allows the Board of Supervisors to designate a department or designee to issue permits for organized events;

NOW, THEREFORE, the Board of Supervisors of Yuba County does hereby adopt the following:

**A. Hammon Grove and Sycamore Ranch Group Reservation Process:**

1. Group day use and overnight camping reservations are confirmed at time of payment which can be made in person or by mail to the Yuba County Public Works Department, located in the Government Center at 915 8<sup>th</sup> Street, Suite 125, Marysville, CA 95901. Hours of operation are 8a.m. to 5p.m., Monday through Friday. NO RESERVATIONS CAN BE MADE OVER THE PHONE. Telephone inquiries concerning available dates should not be considered as confirmed reservations. All permits are issued on a first-come, first-served basis. All fees must be paid upon completion of a reservation by CASH OR CHECK ONLY. Please make checks payable to: YUBA COUNTY PUBLIC WORKS.

2. Facility reservations may be made for the current year beginning the first working day in January.
3. Group site reservations at Sycamore Ranch must be made and paid for at least one (1) week in advance.
4. Permit holders must immediately notify the Yuba County Public Works Department of any cancellations or changes.
5. When a cancellation is initiated, refunds will be processed as follows:
  - At least 30 days in advance . . . . . all but \$15 processing fee.
  - Less than 30 days in advance . . . . . NO REFUNDS

Refunds take approximately 4 weeks and will be sent by mail. Cancellations must be made in person or by mail with a copy of the permit or proof of identification. Any changes that a permit holder wishes to make to a reservation must be done in person at the Yuba County Public Works Department.

6. If a permit holder is unable to use the facility due to inclement weather conditions, contact must be made with Yuba County Public Works Department on the next business day after the scheduled event to receive a refund. A refund cannot be given if notification is not made within the next business day. Refunds are the full amount less a \$15 processing fee. Refunds take approximately 4 weeks and will be sent by mail
7. The person responsible for the conduct of an activity must sign the facility permit, e.g. school principal, president, owner, manager. Permit holder is responsible for the supervision and safety of all participants at this event. The permit must be kept at the facility during use and shown to anyone requesting verification.
8. Picnic facilities will be clean and ready for permit holder by 9 a.m. We cannot guarantee their condition after 9 a.m. Permit holder is responsible for leaving area clean on departure.
9. During periods of major construction or due to emergency repairs and maintenance, the Yuba County Public Works Department reserves the right to cancel or reschedule permits.
10. The permit holder should always attempt to resolve any reservation conflict with caretaker. In the event the permit holder is unsuccessful in resolving the conflict, please notify Public Works at 749-5420 during normal business hours or the Sheriff's Department at 749-7777 outside business hours.
11. Organized events or overnight camping are available in designated areas for groups meeting ordinance criteria, with advance approval from the Yuba County Board of Supervisors or a designee thereof.
12. If a deposit was paid for an organized event/overnight camping reservation, a refund will be issued minus any damages or cleanup charges. Refunds take approximately 4 weeks and will be sent by mail.

#### **B. Sycamore Ranch Individual Campsite Permits:**

1. Permits for individual campsites shall be issued on a daily basis onsite at Sycamore Ranch via a locked self service strongbox and upon receipt of CASH or CHECK ONLY made payable to YUBA COUNTY PUBLIC WORKS. Individual campsite permits are issued on a first come, first serve basis. Parties staying multiple days shall either pay for each day stayed in advance or renew daily. All individual campsite permits are final and non refundable.
2. Pursuant to Yuba County Ordinance Section 8.79.060, no person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat or other trailer at any one (1) campsite.

**C. Fee Schedule(s):**

<b>Hammon Grove Day Use and Picnic Area</b>			
		<i>0 - 4 HOURS</i>	<i>4+ HOURS</i>
<b>A</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>B</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>C</b>	Large Built in BBQ, Nine (9) Tables and Stage	\$45	\$85
	Optional Electricity for Packages A - C	\$25	\$25

<b>Hammon Grove Group Camping (Per Night)</b>	
<b>Special Event Only</b>	FEES TO BE DETERMINED BY THE PUBLIC WORKS DIRECTOR

<b>Sycamore Ranch Campsites (Per Night)</b>			
<b>Individual Site</b>	("First Come, First Serve" – no reservations)	\$	20.00 EA
<b>Group Site A</b>	(60 person capacity - must be reserved in advance)	\$	200.00 EA
<b>Group Site B</b>	(60 person capacity - must be reserved in advance)	\$	200.00 EA
<b>Group Site C</b>	(72 person capacity - must be reserved in advance)	\$	250.00 EA
<b>Group Site D</b>	(20 person capacity - must be reserved in advance)	\$	75.00 EA

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:

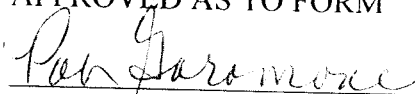
ABSTAIN:

\_\_\_\_\_, CHAIR

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

APPROVED AS TO FORM



ANGIL MORRIS-JONES  
COUNTY COUSEL

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*CONSENT*  
*AGENDA*

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WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

242-11

COUNTY OF YUBA  
REQUEST FOR TRANSFER OR  
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS  
AUDITOR-CONTROLLER

DATE: 6-6 20 11

DEPARTMENT \_\_\_\_\_

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0400-412-2300	PROFESSIONAL SERV	1,500.00

ACCOUNT NO.	NAME	AMOUNT
101-0400-412-2200	OFFICE EXPENSE	500.00
101-0400-412-2900	TRAVEL	1,000.00

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 YEAR END ~~XXXXXX~~ DEFECITS.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

AUDITOR-CONTROLLER

TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Auditor/Controller, Dean E. Sellers

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# *The County of Yuba*

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

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** **Fish and Game Advisory Commission – At large Representative**  
**Date:** June 21, 2011

## **Recommendation**

Appoint Lenny Morales to the Fish and Game Advisory Commission as an At-large Representative for a term ending July 24, 2015

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted due to the removal of a member for lack of attendance, whose term was scheduled to end July 24, 2011. An application from Lenny Morales is attached for your review.

In light of the expressed interest, it would be appropriate to make this appointment at this time to fill the remaining time left in the unscheduled vacancy and a four year term.

## **Fiscal Impact**

None

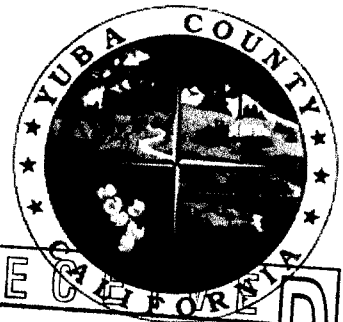
## **Committee Action**

None required.

attachments

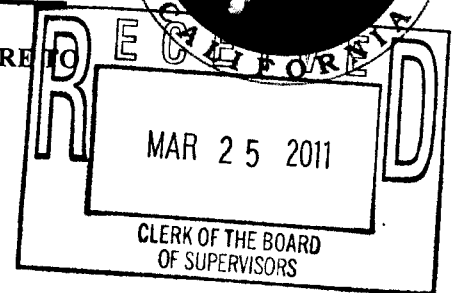
# The County of Yuba

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



Fish and Game Advisory Commission

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

APPLICANT NAME: LENNY MORALES

MAILING ADDRESS: [REDACTED] MSVL. CA 95901

PHYSICAL ADDRESS: [REDACTED]

TELEPHONE: [REDACTED] WORK: [REDACTED]

OCCUPATION/PROFESSION: EQUIPMENT OPERATOR  
SUPERVISOR/ DISTRICT NUMBER: DIST 4

REASONS YOU WISH TO SERVE ON THIS BODY: FAMILIAR WITH AREA RIVERS

INTEREST IN FISH AND GAME

QUALIFICATIONS: TRUSTWORTHY, INTELLIGENT AND OPEN-MINDED

RESPECTFUL OF LAWS, BOTH THE COUNTY'S AND MOTHER NATURE'S

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: VOLUNTEER FOR BOYS AND GIRLS LITTLE LEAGUE.

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 [Signature]

DATE 3/25/11

## THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# *The County of Yuba*

## BOARD OF SUPERVISORS

JUNE 7, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 6:03 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman 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, Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: None ABSTAIN: None

### A. Auditor-Controller

1. Receive Treasurer's statement of assets for quarter ending March 31, 2011. (227-11) Received.

### B. Board of Supervisors

1. Adopt resolution proclaiming June 23 as International Olympic Day. (218-11) Adopted Resolution No. 2011-45 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION PROCLAIMING JUNE 23 AS INTERNATIONAL OLYMPIC DAY."

### C. Clerk of the Board of Supervisors

1. Approve the minutes from the regular meetings of May 10 and 17, 2011. (219-11) Approved as written.
2. Appoint Elden Fowler to the Area 4 Agency on Aging Advisory Commission for a term ending June 30, 2013. (220-11) Approved.
3. Appoint Elden Fowler to the Brownsville Cemetery District for a term ending June 7, 2015. (221-11) Approved.

4. Reappoint William Appleby as the Bicycle Representative to the Yuba County Trails Commission for a term ending June 7, 2013. (222-11) Approved.

D. Community Development and Services

1. Accept Alcouffe Community Park project as complete and release the performance bond for the project, contract number 2010-5064C. (223-11) Approved.

E. Sheriff-Coroner

1. Approve agreement with Yuba County Water Agency for law enforcement services and authorize Chairman to execute same. (228-11) Approved.

IV. PUBLIC COMMUNICATIONS:

Mr. Karl Warmuth, Highway 20, expressed concern about the agricultural noise from adjacent property and urged relief from noise.

Ms. Jaenalyn Jarvis, on behalf of YuGAG, commented on hearing and technical representative appointment of Bi-county Solid Waste Independent Hearing Panel and supplied written comments.

Chairman Abe requested Counsel respond to the Board regarding basis for appointee qualification pursuant to the code.

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. Cast ballots for Olivehurst Public Utility District Levy of Fire Suppression Assessment. (224-11)  
Supervisor Griego recused herself due to a financial conflict and left the Board Chambers.

Clerk Donna Stottlemeyer and Administrative Services Director recapped ballots received, estimated costs, and responded to Board inquiries.

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

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

- A. Public Hearing - Hold public hearing and adopt resolution certifying Environmental Impact Report (EIR), approving a mitigation monitoring plan, adopting California Environmental Quality Act findings, adopting statement of overriding considerations, and adopting the Yuba County 2030 General Plan. (30 minute estimate) (225-11) Community Development and Services Director Kevin Mallen and Consultant Matthew Gerken, AECOM, provided a Power Point presentation recapping the following and responded to Board inquiries:
  - Vision and Strategic Priorities
  - Release of Final EIR
  - Substance of comments and responses on Draft EIR
  - Final EIR - Responses and Mitigation Monitoring
  - Findings and Statement of Overriding Considerations



- Significant and Unavoidable Impacts
- Findings

Planning Director Wendy Harman responded to Board inquiries and recommended changes to the following:

- Policy NR7.10 and NR7.12
- Action NR7.1R7.12
- Policy CD9.7, CD9.9, and CD9.10

Counsel responded to specific Board inquiries regarding legal compliance with state regulations and significant and unavoidable impacts.

Following Board discussion, Chairman Abe opened the public hearing.

The following individuals spoke:

- Ms. Debra Gaylord, Yuba City
- Ms. Sheryl Hott, Dobbins
- Mr. Buck Weckman, Brownsville
- Mr. John Lairmer, Jr., Frakes Way
- Mr. Elden Fowler, Brownsville
- Mr. Tom Richards, Oregon House
- Mr. Nick Spaulding, Oregon House
- Mr. John Taylor, Plumas Lake
- Mr. Don Rae, Plumas Lake
- Mr. Ron Erny, Karlshoej Properties
- Mr. Charles Sharp, Oregon House
- Ms. Marcia Cecil, Browns Valley
- Mr. Greg Forest, Magnolia Project
- Ms. Debbie Byrne, Fish and Game Advisory Commission
- Ms. Carmel Garcia, College Way

The Board recessed at 9:07 p.m. and reconvened at 9:17 p.m. with all present as indicated above.

Public Comments Continued:

- Ms. Stephanie Ruscigno, Sharon Way

MOTION: Move to close public hearing; approve recommended changes as listed above; and adopt resolution

MOVED: Mary Jane Griego                      SECOND: John Nicoletti

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

NOES: Andy Vasquez ABSENT: None ABSTAIN: None

Adopted Resolution No. 2011-46 which is on file in Yuba County Resolution Book No. 41, entitled: "A RESOLUTION CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (EIR), APPROVING A MITIGATION MONITORING PLAN, ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE YUBA COUNTY 2030 GENERAL PLAN."

VII. CORRESPONDENCE - (226-11)

- A. Memorandum from Planning Director Wendy Hartman relating to Sacramento Area Council of Governments (SACOG) sustainable communities regional planning grant memorandum of understanding. County Administrator Robert Bendorf recapped the MOU which creates a regional collaborative and execution of the document.

The following individuals spoke:

- Ms. Debra Gaylord, Yuba City
- Mr. John Lairmer, Jr. Eagles Way
- Mr. Nick Spaulding, Oregon House
- Mr. Don Rae, Plumas Lake
- Ms. Debbie Byrne, Marysville

Data Services Manager Joe Concannon, SACOG, responded to Board inquiries regarding the MOU for planning study, resources, and participants in the study.

The matter was referred to the full Board at a future Board meeting.

- B. Certificate of Appreciation from California Citizens Redistricting Commission. Accepted.
- C. Letter from Veterans' Day Parade 2011 Committee requesting financial assistance to City of Marysville to defray costs. Referred to proposed budget hearing. Accepted.
- D. Five notices from the State of California Fish and Game Commission relating to upland game hunting, waterfowl hunting, the American pika, Alameda Creek, and facilities inspection. Accepted.
- E. Memorandum from National Association of Counties regarding voting credentials for the 2011 Annual Conference. Accepted.

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

Supervisor Stocker:

- Memorial Adjournment - Mrs. Betty Fletcher
- Camptonville meetings on emergency services and teacher retirements
- Forbestown Museum event held June 4, 2011
- Oregon House Cleanup day held June 4, 2011
- Redistricting Town Hall meeting at the Lions Club in Loma Rica on June 9, 2011

Supervisor Nicoletti:

- California Medical Services Program Directors meeting May 26,, 2011
- Feather River Air Quality Management Directors meeting June 6, 2011
- California Water Service suit against CalTrans
- Water Agency staff presently in DC meeting with Corps of Engineers on 104 credits
- CalChamber Host breakfast held June 2, 2011
- Memorial Day tree planting and other services held
- County Administrator Brown Bags state of the County address
- Yuba County Air Show June 10 - 12, 2011

Supervisor Griego left the meeting at 10:23 p.m. and did not return.

Supervisor Stocker left the meeting at 10:28 p.m. and did not return.

Supervisor Vasquez: Reopening Board support of Feather River Floodway approved April 5, 2010

Chairman Abe directed Board consideration of support of Feather River Floodway to the meeting of June 14, 2011.

IX. CLOSED SESSION: Pulled from consideration.

A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations -  
DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba

X. ADJOURN: 10:29 p.m. by Chairman Abe in memory of Mrs. Betty Fletcher.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

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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



245-11

**BUILD**  
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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 21, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: RESOLUTION TO DECLARE PORTION OF SIMPSON LANE LYING WHOLE WITHIN  
THE CITY OF MARYSVILLE TO NO LONGER BE A COUNTY HIGHWAY

### RECOMMENDATION:

Adopt the attached resolution declaring that the portion of Simpson Lane lying whole within the City of Marysville to no longer be a County Highway.

### BACKGROUND:

Section 1700 of the California Streets and Highway Code permits any County, by resolution, to declare any highway lying in whole or part within a City to be a County Highway. The County is then obligated to maintain the highway. When all the improvements to the highway have been completed, the County may declare the highway lying whole or part within a City to no longer be a County highway in accordance with Section 1704 of the Streets and Highway Code.

In 1957 Yuba County planned to construct a bridge over the Yuba River on Simpson Lane and connect the roadway to the City of Marysville. In April 1957 Yuba County Board of Supervisors declared that the portion of Simpson Lane lying whole within the City of Marysville to be a County highway. Yuba County has maintained this portion of Simpson Lane since the bridge was constructed.

In 2010 the City of Marysville completed installing a new traffic signal at the intersection of Simpson Lane and 10<sup>th</sup> Street. As part of the project the City improved Simpson Lane from the intersection to the top of the Yuba River North levee to current roadway standards. Yuba County contributed \$250,000 toward the construction of these improvements from our Countywide Traffic Impact Fees. In addition, Yuba County completed an asphalt overlay of Simpson Lane in 2005 from Linda to the top of the Yuba River North levee. All improvements for Simpson Lane lying within the City have been completed and the road is in good condition.

Yuba County staff has had electronic communications as well as verbal discussions with City of Marysville staff regarding the proposed action. The draft resolution was forwarded to the City Services Director prior to agendizing with your Board to verify that the City did not have concerns with the proposed resolution.

DISCUSSION:

In accordance with Section 1704 of the Streets and Highway Code, the County may relinquish the maintenance of the portion of Simpson Lane lying within the City of Marysville back to the City. By adopting this resolution, the County is declaring that the portion of Simpson Lane lying whole within the City of Marysville is no longer a County highway. Adopting this resolution will require the resolution to be filed with the Clerk of the City of Marysville. Ten days after filing the resolution with the City Clerk the roadway will cease to be a County highway.

COMMITTEE ACTION:

The item was brought before the Land Use and Public Works Committee on May 17, 2011. The committee agreed with the recommendation to declare the portion of Simpson Lane lying within the City of Marysville to no longer be a County highway.

FISCAL IMPACT:

Nominal savings by not maintaining this portion of Simpson Lane.

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

**RESOLUTION TO DECLARE PORTION )  
OF SIMPSON LANE LYING WHOLE )  
WITHIN THE CITY OF MARYSVILLE TO )  
NO LONGER BE A COUNTY HIGHWAY )**

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

**WHEREAS**, Section 1700 of the California Streets and Highway Code permits any County by resolution to declare any highway lying in whole or part within a City to be a County highway; and

**WHEREAS**, on April 15, 1957 the Yuba County Board of Supervisors adopted a Resolution as referenced on Page 79 of Minute Book 22 declaring the portion of Simpson Lane lying in whole within the limits of the City of Marysville, a municipal corporation of the County of Yuba, State of California, to be a County highway; and

**WHEREAS**, the County of Yuba has provide maintenance to this portion of Simpson Lane over the years since 1957, and

**WHEREAS**, when all improvements commenced by the County have been fully completed the County may declare the portion of the County highway lying within the city limits to no longer be a County Highway in accordance with Section 1704 of the Streets and Highway Code, and

**WHEREAS**, with recent road construction projects on Simpson Lane all improvements commenced by the County have been completed and the pavement conditions within the City of Marysville have been brought up to current roadway standards.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors declares that the portion of Simpson Lane lying in whole within the City of Marysville to no longer be a County highway; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be filed with the Clerk of the City of Marysville indicating that the portion of Simpson Lane lying whole within the City of Marysville shall cease to be a County highway.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:

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

APPROVED AS TO FORM:  
ANGIL MORRIS-JONES  
COUNTY COUNSEL

  
\_\_\_\_\_



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

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

www.co.yuba.ca.us

June 21, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: DISBURSEMENT OF MEASURE D FUNDS



246-11

749-5440 • Fax 749-5434

**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**  
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**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

### RECOMMENDATION:

Authorize the Auditor/Controller to disburse \$463,288.30 in Measure D funds from Fund 807 to the County Road Fund, City of Marysville and City of Wheatland in the following amounts:

\$440,355.53	County Road Fund (Fund 102)
\$18,531.53	City of Marysville
\$4,401.24	City of Wheatland

### BACKGROUND:

Measure D was approved by Yuba County voters in November 2004 and established a 15 cent per ton fee on all aggregate and asphalt concrete produced in the County. In December of 2005 the Board decided on an allocation of the funds with half being dedicated to aggregate haul routes in the County and the other half divided by maintained miles between the County, Marysville and Wheatland for road maintenance.

### DISCUSSION:

Public Works obtained the state verified maintained road miles from both Marysville and Wheatland, and the fund balance of Measure D funds from the Auditor as of May 31, 2011, which has already had the administrative fee of 3% deducted. There is a total of \$463,288.30 available for disbursement and it is recommended that this amount be used for the 11/12 fiscal year. The summary of maintained miles and amounts are as follows:

Yuba County	50% (haul routes)	\$231,644.15
	<u>Maintained Miles</u>	<u>% of total miles</u>
Yuba County	654.3 miles	90.1%
City of Marysville	58.4 miles	8.0%
City of Wheatland	13.8 miles	1.9%
		\$208,711.38
		\$18,531.53
		\$4,401.24

### COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as the method of disbursement was determined by the Board in December 2005. No Committee action is required.

### FISCAL IMPACT:

This action will provide revenue to the Road Fund to be used on road improvement projects.

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# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
 John Fleming, Economic Development Coordinator  
 Russ Brown, Communications & Legislative Affairs Coordinator  
 Grace M Mull, Management Analyst  
 Teena L. Carlquist, Executive Assistant to the County Administrator  
 Yuba County Government Center  
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[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:** June 21, 2011  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB*  
**By:** Grace Mull, Management Analyst *GM*  
**Re:** Amendment to Public Defender Services Contract

**Recommendation:** Board of Supervisors approve and authorize Chairman to sign amendment to the Public Defender Services contract with Benjamin Wirtschafter.

**Background:** Mr. Wirtschafter has been the County's Public Defender since June of 2004. Mr. Wirtschafter's current contract was approved by your Board in June 2010 and was set to expire on June 30, 2012. Provisions of the contract included a 2% Cost of Living Adjustment (COLA) effective July 2011.

**Discussion:** Staff met with Mr. Wirtschafter recently to negotiate a contract amendment due to budget constraints. Mr. Wirtschafter agreed to forego the COLA in lieu of a one (1) year contract extension through June 30, 2013.

**Committee:** The Law & Justice Committee reviewed this item on June 7, 2011 and recommended approval.

**Fiscal Impact:** The fiscal impact associated with the contract amendment is a savings to the General Fund in the amount of \$26,890 for the two-year period remaining in the contract (7/1/11 – 6/30/13).

**AMENDMENT TO CONTRACT FOR LEGAL REPRESENTATION  
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

WHEREAS, County and Attorney desire to amend the existing contract providing for legal representation of indigent persons in the County of Yuba.

NOW, THEREFORE, County and Attorney amend the existing contract in the following respects:

1. Paragraph 9.0 (b) is amended to reflect extension of contract ending date and negotiated monthly rate for remainder of contract. "From July 1, 2011 to June 30, 2013, County shall pay Attorney at the rate of Sixty-Six Thousand, Four Hundred, Seventy Four Dollars (\$66,474)."
2. Paragraph 16.0 is amended to reflect extended contract ending date "This contract shall take effect July 1, 2010 and shall continue until June 30, 2013."
3. This amendment is made this \_\_\_\_ day of \_\_\_\_, 2011 by and between the County of Yuba and Attorney.
4. Except as inconsistent herewith, the existing contract is ratified and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

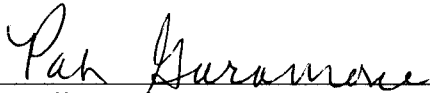
COUNTY OF YUBA

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

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

APPROVED AS TO FORM

ATTORNEY

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

  
\_\_\_\_\_  
Benjamin Wirschafter

# The County of Yuba

## Office of the County Administrator

Robert Bendorf, County Administrator  
John Fleming, Economic Development Coordinator  
Russ Brown, Communications & Legislative Affairs Coordinator  
Grace M Mull, Management Analyst  
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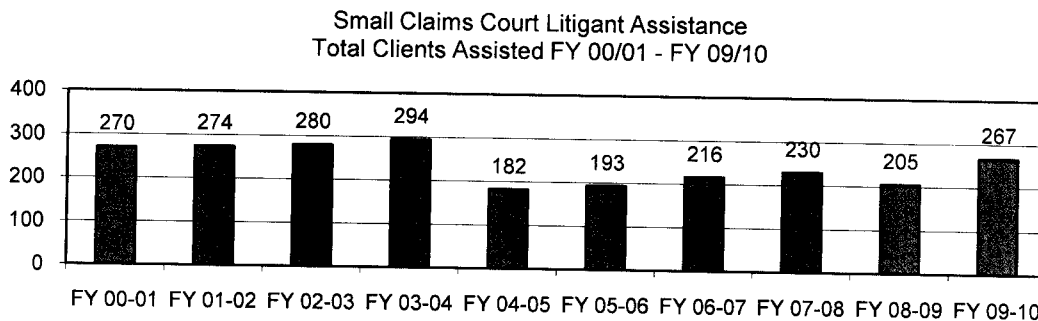


Date: June 21, 2011  
To: Board of Supervisors  
From: Robert Bendorf, County Administrator *RB/gm*  
By: Grace Mull, Management Analyst  
Re: Small Claims Litigant Assistance Contract

**Recommendation:** Board of Supervisors approve and authorize Chairman to sign contract for Small Claims Court Litigant Assistance with the Yuba Sutter Legal Center.

**Background:** Code of Civil Procedure §116.260 requires counties to establish Small Claims Advisor programs to provide assistance to small claims court litigants and potential litigants without charge to the litigant. A portion of each small claims filing fee is distributed by the Courts to the County to help offset the costs associated with this service.

**Discussion:** The Yuba Sutter Legal Center has provided small claims advisor services since 1982. For the ten (10) year period FY 2000/01 – FY 2009/10, the average number of clients assisted annually was 241.



The Legal Center provides phone service as well as clinics where litigants can meet individually with the small claims advisor. The advisor reviews forms, assists in the completion of forms, and answers questions specific to the litigant's case. The Legal Center also provides advice by letter and provides sample completed forms for litigant use and copies of statutes relevant to their case.

**Committee:** The Law & Justice Committee reviewed this item on June 7, 2011 and recommended approval.

**Fiscal Impact:** The fiscal impact associated with the proposed contract is \$6,500 per year for a three year period 7/1/11 – 6/30/14. Costs associated with this request for FY 11/12 are included in the proposed budget.

**AGREEMENT FOR SMALL CLAIMS COURT  
LITIGANT ASSISTANCE**

THIS AGREEMENT made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2011, by and between the Yuba Sutter Legal Center, a California non-profit corporation (hereinafter the "Legal Center") and the County of Yuba, a political subdivision of the State of California (hereinafter the "COUNTY")

WITNESS

WHEREAS, section 116.260 of the California Code of Civil Procedure requires individual assistance be made available to Small Claims Court litigants and potential litigants, and

WHEREAS, County desires to comply with said statute and provide said advice, and

WHEREAS, the Legal Center certifies that it is familiar with small claims court rules and procedures and competent to provide the necessary services, and

WHEREAS, County has the authority to enter into this agreement pursuant to Government Code section 31000.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Services Provided. The Legal Center shall provide individual personal advisory services to small claims court litigants suing in Yuba County's small claims court and to potential litigants in Yuba County's small claims court by either attorneys or trained paralegals working under the supervision of a member of the State Bar. Such advisory services shall be provided during normal business hours by clinics, or, when appropriate, by individual appointment, over the telephone or on a walk-in basis. Such services shall be available at all stages of Small Claims Court actions from pre-filing to appeal. However, once an appeal is

filed, the Legal Center has no obligation to provide such services. Such services shall be provided without a fee to the individuals involved.

The Legal Center will not assist in preparing documents for litigants or potential litigants or provide direct court room representation to any party.

2. Notice of Availability of Services. County shall provide written notice to plaintiffs and potential plaintiffs on the availability of the service and shall post a sign at the Clerk's counter. In addition, oral notification will be provided when appropriate. Defendants shall receive written notice of the availability of the service with the papers served on them by the plaintiffs.

3. Term. This Agreement shall commence on July 1, 2011, and shall continue until June 30, 2014.

4. Consideration. In consideration of services provided herein, County shall pay to Legal Center an annual fee of \$6,500. This fee will be paid in quarterly installments of \$1,625. Legal Center shall have no right to and the County shall have no liability for any additional monies.

5. Support Services. The Legal Center shall provide all secretarial and other personnel, office space and all materials, equipment, facilities and supplies necessary to provide the services under this contract.

6. Conflicts. The Legal Center shall administer the program so as to avoid the existence or appearance of a conflict of interest between the individuals providing the advisory services and any party to a particular small claims action or any judicial officer deciding small claims actions. If a possibility of a conflict of interest arises, the Legal Center will provide the individual with a copy of the small claims handbook and information on web sites and self help

law sites.

7. Record Keeping. The Legal Center shall keep monthly statistical records and make these records available to the Yuba County Superior Court and the Yuba County Administrator. Said statistical records shall indicate the number of persons requesting service, the frequency of contacts with each person, the number of contacts made, and the identification of the type of contacts made (i.e., telephone, walk-in, by appointment or at the Courthouse). The Legal Center shall submit formal reports to the Yuba County Board of Supervisors at the end of the second and fourth quarters of the contract year.

8. Attorney/Client Relationship. The parties agree that this agreement does not create the relationship of attorney and client between the Legal Center and the County and that if such a relationship is created, it is restricted to the Legal Center and those persons to whom services are provided as outlined herein.

9. Indemnification. Pursuant to Government Code section 818.9, the County, its officers, agents and employees shall not be liable because of any advice provided to Small Claims Court Litigants under this agreement. The Legal Center agrees to defend, indemnify and hold harmless the County against any costs, attorneys fees, expenses and all losses and liabilities which the County may incur or which may be threatened by reason of any suit, action, claim or procedure arising wholly or in part by any act or omission of the Legal Center or any other attorney under contract pursuant to Paragraph 6 herein and the performance of the services hereunder or by reason of a breach of this agreement by the Legal Center.



10. Early Termination. This Agreement may be terminated by either party, at their sole discretion, upon thirty (30) days advance written notice hereof to the other or canceled immediately by mutual consent.

The County, upon written notice to the Legal Center, may terminate this agreement if the Legal Center fails to perform properly any of its obligations hereunder. In the event of such termination, the County may proceed with the work in any reasonable manner it chooses.

11. Notices. All notices, demands and payment to be made or given under this agreement shall be deposited with the United States Postal Services, postage prepaid, and addressed as follows:

To the County:	County Administrator
	915 8 <sup>th</sup> Street, Suite 115
	Marysville, CA 95901
To the Legal Center:	Yuba Sutter Legal Center
	727 D Street
	Marysville, CA 95901

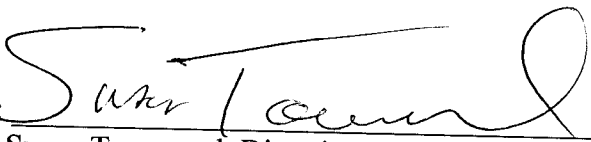
Either party may from time to time change such address by notice in writing to the other party. Nothing in this paragraph shall prevent the giving of such notices or payment by personal service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first shown above.

COUNTY OF YUBA

By: \_\_\_\_\_  
Roger Abe, Chairman Board of Supervisors

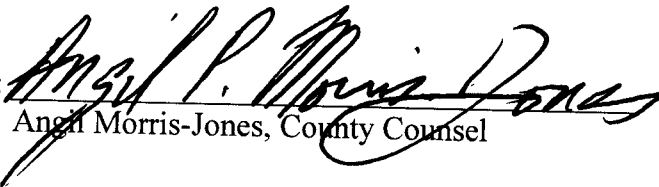
YUBA SUTTER LEGAL CENTER

By:  \_\_\_\_\_  
Susan Townsend, Directing Attorney

ATTEST:

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

APPROVED AS TO FORM:

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

# The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



249-11

PATRICK J. McGRATH  
DISTRICT ATTORNEY

(530) 749-7770  
FAX (530) 749-7363

**DATE:** May 25, 2011

**TO:** Yuba County Board of Supervisors

**FROM:** Patrick McGrath  
District Attorney *PM*

**SUBJECT:** Approve a Budget Transfer and Revenue Revision adjusting appropriations and revenue to reconcile year-end expenditures and revenue.

**RECOMMENDATION:** Recommend to the Board the approval of revisions to ten line-item appropriation accounts and five revenue accounts to reconcile year-end expenditures in the District Attorney FY 10/11 budget.

**BACKGROUND:** Projected FY 10/11 federal and state revenue to the District Attorney's Office was reduced over the course of the year by \$72,369. The proposed Budget Transfer and Revenue Revision offsets this deficit through relatively small increases to other projected revenue, significant decreases to operating expenses realized through staff reductions, and a contribution of \$9,190 of District Attorney asset forfeiture trust funds. The individual details of each appropriation and revenue modification is provided on the Budget Transfer and Revenue Revision. The proposal has been reviewed with the County Administrator's office.

**DISCUSSION:** The action is necessary to reconcile the District Attorney's adopted budget to estimated year end expenditures and revenues.

**FISCAL IMPACT:** The proposed Revision has no net impact on the FY 10/11 General Fund contribution to the District Attorney's budget.

**COMMITTEE ACTION:** This matter was not taken to the Law and Justice Committee as it involves routine year-end budget reconciliation without any General Fund impact.

Attachment

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**COUNTY OF YUBA** DATE: 5-26-2011 20\_\_  
**REQUEST FOR TRANSFER OR**  
**REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS**

DEPARTMENT \_\_\_\_\_ District Attorney

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED / Decreased

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED / Decreased

ACCOUNT NO.	NAME	AMOUNT
108-0000-361-56-11		58,947
108-0000-361-56-29		3,088
108-0000-371-98-99		<del>9,190</del> 19,600
108-0000-361-56-07		4,590
108-0000-371-97-09		9,190

ACCOUNT NO.	NAME	AMOUNT
108-2500-421-12-00		100
108-2500-421-16-00		60
108-2500-421-17-00		40
108-2500-421-01-01		18,771
108-2500-421-02-02		6,058
108-2500-421-02-04		3,026
CONTINUED ON PAGE 2		

**FUND TRANSFERS**

FUNDS TO BE REDUCED:

FUND	AMOUNT
374 Trust	9,190

FUNDS TO BE INCREASED:

FUND	AMOUNT
108	9,190

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

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

**REASON FOR TRANSFER:**

**APPROVED:**

☐ AUDITOR - CONTROLLER \_\_\_\_\_  
Signature Date

Signature [Signature]  
DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR: \_\_\_\_\_  
Signature Date

District Attorney  
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

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

DATE: 5-26-2011 2011

DEPARTMENT District Attorney

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

ACCOUNT NO.	NAME	AMOUNT
108-2500-421-02-05		< 560 >
108-2500-421-02-07		< 48 >
108-2500-421-02-08		< 192 > <del>128</del>
108-2500-421-20-00		< 200 >

**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:

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Auditor/Controller, Dean E. Sellers

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT



250-11

**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

**TO:** Board of Supervisors  
Yuba County

**FROM:** *Suzanne Nobles*  
Suzanne Nobles, Director  
Health & Human Services Department

**DATE:** June 21, 2011

**SUBJECT:** Authorization to Accept and Appropriate Additional California Children's Services (CCS) Revenue and Expenditure.

**RECOMMENDATION:** Board of Supervisors approval of the Health and Human Services Department's request to increase Public Health Grant Revenue by \$50,000.00 for the California Children's Services (CCS) Grant and increase Public Health Grant Line Item expenditure line for the same CCS Grant to cover the higher than anticipated CCS program treatment cost expenditures that have been incurred in Fiscal Year 2010/2011.

**BACKGROUND:** The CCS Program is mandated by Health and Safety Code, 123800 et seq. Assembly Bill 948 realignment legislation requires that the State and County CCS programs share in the cost of providing specialized medical care and rehabilitation to physically handicapped children through allocations of State General Fund and County monies. Funding for these medical services must be at least equivalent to the actual CCS expenditures claimed by the county during FY 1990-91. The county Board of Supervisors annually appropriates this amount in the budget process to be held until diagnostic and treatment costs have been incurred for CCS program eligible children in Yuba County. The State is mandated to match these funds within available State General Funds. In the event that the CCS diagnostic and treatment expenditures for the county exceed the allocated amount, the county must increase their allocation appropriation or apply for emergency funding through the Department of Health Care Services.

**DISCUSSION:** In the current Fiscal year 2010/2011, CCS diagnostic and treatment expenditures have exceeded the current appropriation. Therefore, we are submitting a \$50,000 county appropriation increase. Appropriate paperwork has been submitted to the County Auditor for approval and submission to the State for matching funds.

**COMMITTEE:** The Human Services Committee recommended approval on June 07, 2011.

**FISCAL IMPACT:** There is no fiscal impact to County Funds. The \$50,000.00 increase to both the Revenue on the Public Health Grant Line and the Grant Line Item Expenditure will be paid through the CCS Trust 348 revenue transfer.

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

*8-2-2011*

COUNTY OF YUBA

DATE: May 24, 2011

REQUEST FOR TRANSFER OR  
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Health & Human Services - Health Division - 106

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
106-0000-361.47-07	Health Grants	\$50,000

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
106-4700-441.28-11	Special Dept Exp - CCS	\$50,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
348 CCS Trust	\$50,000

FUNDS TO BE INCREASED:

FUND	AMOUNT
106-0000-371.99-01 Operating Transfers In	\$50,000

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

To cover higher than anticipated CCS Program Treatment expenditures that have been incurred in Fiscal Year 2010/2011

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

*Signature*  
DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

Health & Human Services 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

## 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



251-11

**Joseph W. Cassady, D.O.,  
Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** *Suzanne Nobles*  
Suzanne Nobles, Director  
Health & Human Services Department

**DATE:** June 21, 2011

**SUBJECT:** Authorization for Appropriation of Funds and Approval to Purchase Equipment for the Public Health Emergency Preparedness Program (PHEP).

**RECOMMENDATION:** Board of Supervisors authorization to appropriate funds and approval to purchase five high capacity water pumps with filters to ensure potable water supplies for emergency medicines distribution sites (PODs), emergency shelters and alternate care sites. These pumps would primarily be used during initial emergency stages while waiting for other potable water sources to allow set-up and initial operations of emergency sites.

**BACKGROUND:** The Public Health Division, through its Health and Human Services Department, receives Public Health Emergency Preparedness/Pandemic Influenza (PHEP), grant funds in order to establish an infrastructure to plan and prepare for a response to acts of bioterrorism, as well as other infectious disease outbreaks and threats to public health. The state has approved the use of the grant funds for these purchases.

**DISCUSSION:** The Health and Human Services Department requests approval to purchase five high capacity water pumps with filters for a total cost of \$6,750.00 (see attached budgetary project proposal for detailed information) with funds from the PHEP grant. The purchase of these water pumps and filters will provide a means to obtain drinkable water at PODs, alternate care sites, emergency shelters, or wherever they are most needed in emergencies. It is anticipated that it will take time to arrange large supplies of drinkable water for these sites through traditional supply lines. These pumps will provide a stop-gap measure to allow set-up and initial operations of sites until these supplies become available. The state has approved the use of the grant funds for these purchases. We are requesting authorization to increase the 47-07 Revenue line item appropriating FY 2009-2010 funds approved for expenditure in FY 2010-2011 and increase our 62-00 (Fixed Assets) expenditure line by an equal amount.

**COMMITTEE:** The Human Services Committee recommended approval on June 07, 2011.

**FISCAL IMPACT:** There is no fiscal impact to County Funds. The \$6,750.00 to purchase the equipment will be paid by the PHEP grant funds.

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

*John Doe*

DATE: May 24, 20 11  
20

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

Health & Human Services - Health Division - 106

DEPARTMENT \_\_\_\_\_

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

**BUDGET OR ESTIMATED REVENUE**

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
106-0000-361.47-07	Health Grants	\$6,750

ACCOUNT NO.	NAME	AMOUNT
106-4700-441.62-00	Fixed Assets	\$6,750

**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 purchase equipment that will be paid by the Public Health Preparedness Program (PHEP) grant funds.

**APPROVED:**

☐ AUDITOR - CONTROLLER \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature *John Doe*  
DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: *Robert Bendo* / *RM 5-26-11* Health & Human Services Director  
Signature \_\_\_\_\_ Date \_\_\_\_\_ 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



# Yuba County Sheriff's Department

252-11


*Steven L. Durfor, Sheriff - Coroner*

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

**Ph: 530-749-7777 • Fax: 530-741-6445**

JUNE 21, 2011

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: YEAR-END BUDGET REPROGRAMMING

**RECOMMENDATION:**

Approve the reprogramming of various Sheriff's Department funds as outlined on the attached budget transfer forms for Sheriff, Jail, Boat Patrol and Animal Care Services.

**BACKGROUND:**

The budget reprogramming is requested to cover current and projected shortages within various expenditure lines in the Sheriff's Budget for FY 2010-11.

**DISCUSSION:**

These reprogramming actions are relatively small and routine. The year-end transfer of funds will reconcile the Sheriff's budget appropriations with the actual year end expenditures. The appropriate budget transfer forms are attached.

**FISCAL IMPACT:**

None. All reprogramming requests will come from currently budgeted funds.

**COMMITTEE ACTION:**

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

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO.                     

*J. J. J.*

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

DATE: June 14 20 11

DEPARTMENT Animal Care Services

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

**BUDGET OR ESTIMATED REVENUE**

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-01-01	Reg Sal	2,454
101-4400-427-01-05	Holiday	1,730
101-4400-427-02-02	PERS	2,140
101-4400-427-02-04	Health	1,163
101-4400-427-12-00	Comm	350
101-4400-427-23-00	Prof Serv	7,056

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-4400-427-01-03	Ex Help	3,200
101-4400-427-01-04	OT	1,201
101-4400-427-01-06	Stanby	15
101-4400-427-02-03	Copst	62
101-4400-427-14-00	Hsehold	1,700
101-4400-427-22-00	Ofc Exp	3,200
101-4400-427-26-00	Maint Bldg	415
101-4400-427-28-00	Spec Dept	5,000
101-4400-427-30-00	Utilities	100

**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:**

Reprogram funds to cover current & projected shortages for FY 2010-11(year-end cleanup)

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

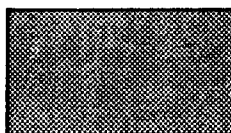
Sheriff Financial Manager

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

WHITE AUDITOR - CONTROLLER  
YELLOW COUNTY ADMINISTRATOR  
PINK DEPARTMENT

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

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

DATE: June 8 20 11

Sheriff - Coroner  
DEPARTMENT \_\_\_\_\_

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-23-01	Autopsies	8,300
108-2700-422-28-00	Spec Dept	8,800
108-2700-422-22-00	Ofc Exp	2,900
108-2700-422-27-01	Safety	400

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-12-00	Comm	6,000
108-2700-422-18-00	Bldg Maint	2,000
108-2700-422-25-00	Rent/Lse	12,000
108-2700-422-28-03	DEA	100
108-2700-422-11-00	Clothing	300

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:**

Reprogram funds to cover current & projected shortages for FY 2010-11(year-end cleanup)

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial Manager  
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

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

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

DATE: June 8 20 11

DEPARTMENT Sheriff-Coroner

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-01-04	OT	18,600

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-01-01	Reg Sal	12,000
108-2700-422-01-07	Vac	600
108-2700-422-02-04	Health	6,000

**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:**

Reprogram funds to cover current & projected shortages for FY 2010-11(year-end cleanup)

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

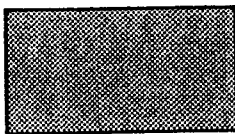
Sheriff Financial Manager

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

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

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

DATE: June 8 20 11

DEPARTMENT Sheriff-Coroner

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

**BUDGET OR ESTIMATED REVENUE**

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-62-01		9,672

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2700-422-17-00	Maint Equip	9,672

**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:**

All dispatch project funds originally encumbered in 62-01. Funds to be transferred to maintenance of equipment budget line to cover costs for routine maintenance of equipment. (not considered a fixed asset)

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature Michelle Manning  
DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

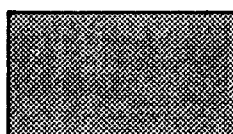
Date

Sheriff Financial Manager

TITLE

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

AUDITOR - CONTROLLER



Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Auditor/Controller, Dean E. Sellers

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

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

DATE: June 8 20 11

DEPARTMENT Jail

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-01-04	OT	9,000
108-2900-423-02-02	PERS	14,000
108-2900-423-11-01	Inmate Cl	3,300
108-2900-423-23-00	Prof Serv	24,500
108-2900-423-01-01	Reg Sal	11,200
108-2900-423-01-11	Reserves	200

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-11-00	Clothing	2,000
108-2900-423-12-00	Comm	500
108-2900-423-14-00	Hshl	9,700
108-2900-423-28-00	Spec. Dept	6,000
108-2900-423-29-04	Pris Trans	12,000
108-2900-423-01-03	Ex Help	12,000
108-2900-423-02-04	Health	20,000

**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:**

Reprogram funds to cover current & projected shortages for FY 2010-11(year-end cleanup)

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial Manager

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



WHITE . AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

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

DATE: June 8 20 11

DEPARTMENT Jail

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-28-02	Commissary	5,376

ACCOUNT NO.	NAME	AMOUNT
108-2900-423-62-01	F.A.	5,376

**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:**

Transfer Inmate funds to F.A. for purchase of Jail computers made earlier in year.

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

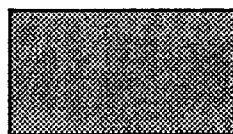
Sheriff Financial Manager

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

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

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

DATE: June 8 20 11

DEPARTMENT Boat Patrol

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-2701-422-28-00	Spec Dept	600
101-2701-422-01-04	OT	1,000
101-2701-422-01-05	Holiday	1,500

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-2701-422-17-00	Maint	3,100

**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:**

Reprogram funds to cover current & projected shortages for FY 2010-11(year-end cleanup).

**APPROVED:**

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR:

Signature

Date

Sheriff Financial Manager

TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date



# Yuba County Sheriff's Department

253-11

*Steven L. Durfor, Sheriff - Coroner*

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

**Ph: 530-749-7777 • Fax: 530-741-6445**

JUNE 21, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sgm*

RE: AGREEMENT WITH DEPARTMENT OF AGRICULTURE, TAHOE NATIONAL FOREST

**RECOMMENDATION:**

Approve and sign the agreement with the U.S. Forest Service to provide law enforcement services to fight controlled substances on U.S. forestland.

**BACKGROUND:**

This is an annual agreement, which has been in effect for many years, and requires Board of Supervisors approval to provide law enforcement services on a reimbursable basis. The Sheriff's Department provides controlled substance support, in areas of both the Tahoe and Plumas National Forests. The agreements will provide reimbursement in the amount of \$4,000 for controlled substances.

**DISCUSSION:**

The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests in accordance with the attached agreement. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

**FISCAL IMPACT:**

None. The agreements provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

**COMMITTEE ACTION:**

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



USDA, Forest Service

OMB 0596-0217  
FS-1500-8A

FS Agreement No. 07-LE-11051360-050

Modification No. 008

Cooperator Agreement No.

**EXHIBIT B**

**COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN &  
FINANCIAL PLAN**

**Between The  
YUBA COUNTY SHERIFF'S DEPARTMENT**

**And the  
USDA, FOREST SERVICE, TAHOE & PLUMAS NATIONAL FOREST**

**2011 CONTROLLED SUBSTANCES OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "YCS," and the USDA, Forest Service, Tahoe and Plumas National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #07-LE-11051360-050 executed on October 1, 2006. This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning October 01, 2010 and ending September 30, 2011.

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Steven L. Durfor, Sheriff Yuba County 215 5 <sup>th</sup> Street, Suite 150 Marysville, CA 95901-5737 <b>Telephone:</b> (530) 749-7779 <b>FAX:</b> (530) 742-6286 <b>E-Mail:</b> <a href="mailto:sudurfor@co.yuba.ca.us">sudurfor@co.yuba.ca.us</a>	Melissa Manning Yuba County Sheriff's Financial Manager 215 5 <sup>th</sup> Street, Suite 150 Marysville, CA 95901-5737 <b>Telephone:</b> (530) 749-7732 <b>FAX:</b> (530) 749-7352 <b>E-Mail:</b> <a href="mailto:mmanning@co.yuba.ca.us">mmanning@co.yuba.ca.us</a>
<b>Cooperator Alternate Program Contact</b>	
Lead Narcotics Deputy Yuba County Sheriff's Department 215 5 <sup>th</sup> Street, Suite 150 Marysville, CA 95901-5737 <b>Telephone:</b> (530) 749-7779 <b>FAX:</b> (530) 749-7352 <b>E-Mail:</b> <a href="mailto:mmanning@co.yuba.ca.us">mmanning@co.yuba.ca.us</a>	

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Julie Lombard, Special Agent Tahoe National Forest 631 Coyote St. Nevada City, CA 95959-2250 <b>Telephone:</b> (530) 478-6228 <b>FAX:</b> 530-478-6179 <b>E-mail:</b> <a href="mailto:jlombard@fs.fed.us">jlombard@fs.fed.us</a>	Hylah Jacques, Program Support Assistant Pacific Southwest Regional Office –LEI 1323 Club Drive Vallejo, CA 94592-1110 <b>Telephone:</b> (707) 562-9127 (office) <b>FAX:</b> (707) 562-9031 <b>E-mail:</b> <a href="mailto:hjacques@fs.fed.us">hj Jacques@fs.fed.us</a>
<b>U.S. Forest Service Program Coordinator Contact</b>	
Marion Matthews Assistant Special Agent in Charge Pacific Southwest Regional Office –LEI 1323 Club Drive Vallejo, CA 94592-1110 <b>Telephone:</b> (707) 562-8662 (office) <b>Cell:</b> (559) 304-3705 <b>FAX:</b> (707) 562-9031 <b>E-mail:</b> <a href="mailto:mmatthews@fs.fed.us">mmatthews@fs.fed.us</a>	

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV-I of the Cooperative Law Enforcement Agreement between YCS and the U.S. Forest Service, Agreement No. 07-LE-11051360-050, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

**A. The U.S. Forest Service agrees:**

1. To reimburse YCS for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;
  - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
  - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.



2. To reimburse YCS for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
  - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
  - b. Apprehension of persons suspected of producing or trafficking controlled substances.
  - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
  - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse YCS for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

**Note:** YCS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse YCS for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

**B. YCS agrees:**

1. Within its capability, to perform the following activities on National Forest System lands:
  - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
  - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
  - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.



2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

**C. The U.S. Forest Service and YCS mutually agree to the following:**

1. The following rate schedule will apply to all expenditures that may be reimbursed to YCS under this agreement;

Salary (base)	\$35.00 per hour,
Salary (overtime)	\$52.50 per hour,
Per Diem costs	\$39.00/M&IE + \$65.00/Lodging
Travel (mileage and fares)	Actual documented costs,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of YCS that may be reimbursed may not exceed..... **\$4,000**  
The total expenditures for item A.4 may not exceed..... **10%** of the total allocation.

3. **Prior Year Funding Availability:** Prior year, confirmed, unexpended, controlled substances operational funds are available for expenditure for the remainder of the master agreement under the same operating procedures of the current year financial and operating plan, Section A, Items 1-4. In addition, confirmed unexpended prior year controlled substances operational funds may be de-obligated at the discretion of the US Forest Service, by mutual consent with the cooperator, as stated in the Master Agreement under the terms of the modification paragraph.

**III. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-I and III-C for additional information.*

The YCS will furnish itemized monthly statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement must be completed and submitted to the contacts in (a) below for each billing statement.

- a. **Mail copies of itemized billing statements to:**  
Hylah Jacques, Program Support Asst.  
Pacific Southwest Regional Office LEI, R5  
1323 Club Drive  
Vallejo, CA 94592
- Send photocopy to:**  
Julie Lombard, Special Agent  
Tahoe National Forest  
631 Coyote St.  
Nevada City, CA 95959-2250
- b. **Send hard copy invoices to:**  
U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements



101 B Sun Ave NE  
Albuquerque, NM 87109-4473


Or fax to: (877) 687-4894

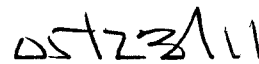
Or e-mail scanned invoice to: [ASC\\_GA@fs.fed.us](mailto:ASC_GA@fs.fed.us)

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before January 31, 2012 in order to receive payment.
- d. Annually update the CCR registration of the County Sheriff's DUNS# on the Central Contractors Registration (CCR) website at [www.ccr.gov](http://www.ccr.gov) for the verification of the EFT (Electronic Funds Transfer) banking information.

**Job Code: NFLE0511 1360 \$4,000**

In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.

  
\_\_\_\_\_  
STEVEN L. DURFOR, Sheriff  
Yuba County

  
\_\_\_\_\_  
Date

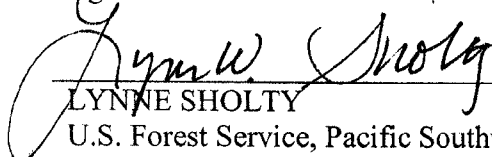
\_\_\_\_\_  
Chair, Yuba County Board of Supervisors

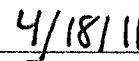
\_\_\_\_\_  
Date

\_\_\_\_\_  
SCOTT HARRIS, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

\_\_\_\_\_  
Date

The authority and format of this operating plan has been reviewed and approved for signature.

  
\_\_\_\_\_  
LYNNE SHOLTY  
U.S. Forest Service, Pacific Southwest Region  
Grants & Agreements Specialist

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

**ANGIL P. MORRIS-JONES**

**COUNTY COUNSEL**

BY: 





## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

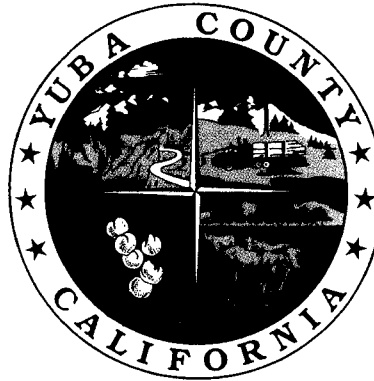
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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# 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

June 6, 2011

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Transfer of unclaimed monies to the general fund

RECOMMENDATION:

Approve the transfer of the following unclaimed monies to the County general fund as per government code section 50055.

FUND	AMOUNT
Prisoner Fund	4,856.86
Civil Trust	105.80
Unsecured Holding Trust	1,085.00
Refund Transfer Trust	163.28
TOTAL	\$6,210.94

BACKGROUND:

Section 50055 et seq. of the government code addresses itself to monies that have remained unclaimed in the County Treasury for a period in excess of three (3) years. A list of unclaimed monies for all County departments, Special and School Districts was compiled and published once a week for two (2) consecutive weeks in the Appeal Democrat on 4/15/2011 and 4/22/2011 per code requirements.

DISCUSSION:

No inquiries or claims have been filed on the unclaimed monies. These funds will become the property of the County of Yuba as of 6/7/2011.

FISCAL IMPACT: Increase to the County general fund of \$ 6,210.94.

FINANCE & ADMINISTRATION COMMITTEE:

Due to routine in nature bypassed committee.

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# The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

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



GOVERNMENT 255-11 3R  
915 8th STREET, STE. 103  
MARYSVILLE, CA 95901-5273

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

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

*Dan M.*  
June 7, 2011

RE: Application for Discharge from Accountability for collection of taxes, penalties, and interest.

## RECOMMENDATION:

Approve discharging the Tax Collector from the accountability for the collection of taxes, penalties and interest on Unsecured Property Taxes as per the attached list.

## BACKGROUND:

The attached list of delinquent Unsecured Property taxes currently does not justify the continued cost of trying to collect nor pursue further collection efforts as there may be no assets and or we are unable to locate the parties being assessed.

## DISCUSSION:

By approving this action, it does not relieve the Assessee of their tax liability. Liens have been filed in Yuba County as well as additional counties where appropriate. In addition, discharged tax liabilities, if still unpaid will continue to have liens re-filed to the maximum extent of the Revenue and Taxation Code.

At any time should the accumulated amount justify the cost of collection, the Tax Collector will take the necessary action to pursue collections as time and staff allow.

## FISCAL IMPACT:

No fiscal impact, as approval of Discharge of Accountability does not relieve the Assessee of their tax liability.

## COMMITTEE:

Due to routine in nature, bypassed committee.

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# ASSESSMENTS TO BE DISCHARGED FOR THE TAX YEAR 2010-2011

CURRENT YEAR UNSECURED UNDER \$50.00				Owner		Base Tax	Comments
Asmt	Tax Year	RollType					
830-003-030-000	2010	U		CURRY PAUL R		38.27	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
830-006-488-000	2010	U		MOSLEY HARRIET		32.84	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
830-007-510-000	2010	U		STEVENSON ZACHARY DERECK		28.69	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
830-009-077-000	2010	U		LOGAN STEVEN M		31.04	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
830-009-398-000	2010	U		COVERT JERILEE		41.71	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
845-000-159-000	2003	U		VALTEC CAPITAL CORPORATION		29.50	LLC converted out
CURRENT YEAR UNSECURED UNDER \$50.00 TOTAL						\$202.05	

CURRENT YEAR UNSECURED				Owner		Base Tax	Comments
Asmt	Tax Year	RollType					
800-001-517-000	2010	U		KORSHAK LOURDES		106.41	Business Closed - M/R 3 years
800-001-874-000	2010	U		NEVADA WEST COAST INC		501.22	INC. Suspended
800-002-513-000	2010	U		BRITE IDEAS INC		61.83	INC. Suspended
830-007-830-000	2010	U		PLANT DAVID OR BOYD		70.53	M/R 6 years - UTL
860-000-028-000	2010	U		SHERIFFS RESERVE INC		1,863.23	Discharge. Rev. back to non-tax entity
CURRENT YEAR UNSECURED TOTAL						\$2,603.22	

DELINQUENT SUPPLEMENTAL UNSECURED UNDER \$50.00				Owner		Base Tax	Comments
Asmt	Tax Year	RollType					
985-000-191-000	2007	X		WILSON JOSH		49.96	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
DELINQUENT SUPPLEMENTAL UNSECURED UNDER \$50.00						\$49.96	

DELINQUENT SUPPLEMENTAL UNSECURED				Owner		Base Tax	Comments
Asmt	Tax Year	RollType					
990-035-496-100	2004	G		WATTS GERALD SR & LINDA A		144.95	UTL - M/R 3 years
990-044-228-000	2007	G		OLIVERA JOYCE D		453.28	Deceased since 2007
990-047-047-000	2007	G		CHANCE CLINFORD & MELVA N JT		187.72	Both deceased since 2007

M/R = Mail Return  
 UTL = Unable to locate  
 BK = Bankruptcy filed  
 M/H = Mobile home

991-035-496-100	2005	G	WATTS GERALD SR & LINDA A	1,803.82	UTL - M/R 3 years
991-041-073-001	2008	G	STARRETT WILLIAM M & TERRI L JT	341.57	UTL - M/R - Out of state
991-043-506-000	2008	G	MARTIN ERMA F	55.20	Deceased
991-044-228-000	2008	G	OLIVERA JOYCE D	1,438.72	Deceased since 2007
991-047-047-000	2008	G	CHANCE CLINFORD & MELVA N JT	746.40	Both deceased since 2007
<b>DELINQUENT SUPPLEMENTAL UNSECURED</b>				<b>\$5,171.66</b>	

<b>DELINQUENT UNSECURED MOBILE HOME UNDER \$50.00</b>					
Asmt	Tax Year	RollType	Owner	Base Tax	Comments
910-000-057-000	2009	K	RIDDLE DARRELL	42.78	Under \$50.00, mail returned for at least 3 years, not cost effective to pursue
910-000-546-000	2009	K	TALLEY LAVEDA ETAL JT	11.28	The Megabyte system failed to drop this low value assesment.
<b>DELINQUENT UNSECURED MOBILE HOME UNDER \$50.00</b>				<b>\$54.06</b>	

<b>DELINQUENT UNSECURED MOBILE HOME</b>					
Asmt	Tax Year	RollType	Owner	Base Tax	Comments
910-000-607-000	2009	K	BOWMAN WESLEY & JACKIE	77.26	Sold mobile in 2007 - Lives out of state
910-000-610-000	2009	K	MULLANEY THOMAS	67.54	Deceased for several years
910-000-692-000	2007	K	SHIPMAN JOHN & MARILYN	87.70	Sold M/H in 2007 - M/R 3 years
910-000-692-000	2008	K	SHIPMAN JOHN & MARILYN	87.92	Sold M/H in 2007 - M/R 3 years
910-000-692-000	2009	K	SHIPMAN JOHN & MARILYN	484.94	Sold M/H in 2007 - M/R 3 years
<b>DELINQUENT UNSECURED MOBILE HOME</b>				<b>\$805.36</b>	

<b>DELINQUENT UNSECURED UNDER \$50.00</b>					
Asmt	Tax Year	RollType	Owner	Base Tax	Comments
800-001-849-000	1997	Y	ASHENBRENNER JIM	11.48	The Megabyte system failed to drop this low value assesment.
800-001-849-000	1998	Y	ASHENBRENNER JIM	11.48	The Megabyte system failed to drop this low value assesment.
800-001-849-000	1999	Y	ASHENBRENNER JIM	11.56	The Megabyte system failed to drop this low value assesment.
800-001-849-000	2000	Y	ASHENBRENNER JIM	11.59	The Megabyte system failed to drop this low value assesment.

M/R = Mail Return  
UTL = Unable to locate  
BK = Bankruptcy filed  
M/H = Mobile home



800-001-849-000	2001	Y	ASHENBRENNER JIM	11.64	The Megabyte system failed to drop this low value assement.
800-001-849-000	2002	Y	ASHENBRENNER JIM	11.57	The Megabyte system failed to drop this low value assement.
800-001-849-000	2003	Y	ASHENBRENNER JIM	11.48	The Megabyte system failed to drop this low value assement.
830-007-020-000	2009	Y	ZANIROLI DAVID B	37.06	Under \$50.00, original bill & a reminder notice sent, not cost effective to pursue
830-008-978-000	2006	Y	BAKER THOMAS SCOTT OR DORINE MARIA	15.30	The Megabyte system failed to drop this low value assement.
<b>DELINQUENT UNSECURED UNDER \$50.00</b>				<b>\$133.16</b>	

<b>DELINQUENT UNSECURED</b>					
Asmt	Tax Year	RollType	Owner	Base Tax	Comments
800-001-336-000	2009	Y	BERTOLINI TRUCKING INC	6,662.71	INC. Suspended
800-001-517-000	2008	Y	KORSHAK LOURDES	90.58	Business Closed - M/R 3 years
800-001-517-000	2009	Y	KORSHAK LOURDES	99.83	Business Closed - M/R 3 years
800-001-685-000	2009	Y	SANDERSON RANDALL	232.96	Business Closed - Bankruptcy filed
800-001-874-000	2008	Y	NEVADA WEST COAST INC	509.64	INC. Suspended
800-001-874-000	2009	Y	NEVADA WEST COAST INC	497.73	INC. Suspended
800-002-281-000	2004	Y	MCCLAIN KEVIN MICHAEL	71.50	Business Closed since 2004- UTL
800-002-513-000	2007	Y	KND ENTERPRISES INC	63.13	INC. Suspended
800-002-513-000	2008	Y	KND ENTERPRISES INC	72.08	INC. Suspended
800-002-513-000	2009	Y	BRITE IDEAS INC	64.41	INC. Suspended
800-002-740-000	2008	Y	LARIMER JOHN T JR	202.28	BK filed - no assets for creditors
806-000-288-000	2009	Y	FOLSOM CORDOVA SCHOOLS FNDTN	63.54	Inactive for future asmts.
806-000-294-000	2009	Y	TEAL LYNDA	61.34	Inactive for future asmts.
810-000-401-000	2008	Y	NATIONAL MUSIC SERVICE	56.15	Business closed, BK filed.
830-009-524-000	2008	Y	WHITE JEREMY OR SONJA	144.26	Inactive asmt, owner lives out of state
845-000-139-000	2007	Y	REYENS & BARDIS DEVELOPEMNT LLC	138.13	LLC converted out
845-000-141-000	2002	Y	VALTEC CAPITAL CORPORATION	66.97	Corportion suspended/revoked
845-000-142-000	2002	Y	VALTEC CAPITAL CORPORATION	189.77	Corportion suspended/revoked
<b>DELINQUENT UNSECURED TOTAL</b>				<b>\$9,287.01</b>	

M/R = Mail Return  
 UTL = Unable to locate  
 BK = Bankruptcy filed  
 M/H = Mobile home

Asmt	Tax Year	RollType	Owner	Base Tax	Comments
990-048-476-000	2004	Q	COSSEY TILDA O	442.64	Deceased
991-048-476-000	2005	Q	COSSEY TILDA O	1,338.20	Deceased
SUPPLEMENTAL UNSECURED TOTAL				\$1,780.84	

ASMT COUNT: 56	TOTAL DISCHARGED AMOUNTS	\$20,087.32
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SUMMARY OF 2009-2010 DISCHARGES	
CURRENT YEAR UNSECURED UNDER \$50.00 TOTAL	\$202.05
CURRENT YEAR UNSECURED TOTAL	\$2,603.22
DELINQUENT SUPPLEMENTAL UNSECURED UNDER \$50.00	\$49.96
DELINQUENT SUPPLEMENTAL UNSECURED	\$5,171.66
DELINQUENT UNSECURED MOBILE HOME UNDER \$50.00	\$54.06
DELINQUENT UNSECURED MOBILE HOME	\$805.36
DELINQUENT UNSECURED UNDER \$50.00	\$133.16
DELINQUENT UNSECURED TOTAL	\$9,287.01
SUPPLEMENTAL UNSECURED TOTAL	\$1,780.84
<b>GRAND TOTAL</b>	<b>\$20,087.32</b>

SUMMARY BY ROLL TYPE		
FUND	ROLL	CATEGORY
302	K, Y	PRIOR YEAR UNSECURED
304	U	CURRENT YEAR UNSECURED
306	Q, V	PRIOR YEAR UNSECURED SUPPLEMENTAL
309	G, X	CURRENT YEAR UNSECURED SUPPLEMENTAL
<b>GRAND TOTAL</b>		<b>\$20,087.32</b>

M/R = Mail Return  
UTL = Unable to locate  
BK = Bankruptcy filed  
M/H = Mobile home



*COUNTY*  
*DEPARTMENTS*

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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



749- 256-11 16

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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 21, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR  
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR

SUBJ: ESTABLISH POLICY ON PUBLIC WORKS PARTICIPATION IN THE PROPOSED LOWER YUBA RIVER PUBLIC ACCESS COALITION

### RECOMMENDATION:

For the Board of Supervisors to establish policy and provide direction on how the Board would like Public Works to proceed in participating in the proposed Lower Yuba River Public Access Coalition.

### BACKGROUND:

On May 5<sup>th</sup>, 2011, Yuba County Public Works received an invitation from the Gold Country Fly Catchers to become a stakeholder in its plan to form the Lower Yuba River Public Access Coalition with the goal of improving public access to the Yuba River. A goal of the coalition would be to give anglers continued access to the south side of the Yuba River from the Highway 20 bridge at Parks Bar westward to BLM property. This property is owned by Western Aggregates, but they have historically granted public access in this pursuit. The coalition would endeavor to continue this understanding and further limit the unauthorized use of motorized vehicles through the property.

In addition, this coalition would also be in support of a permanent boat launch access at or near the Highway 20 bridge for appropriate vessels in pursuit of angling opportunities.

### DISCUSSION:

If the Board wishes to support this endeavor, the Coalition asks that the County return the form attached to their original letter. The letter is included as an attachment to this report.

### COMMITTEE ACTION:

On June 07, 2011 the Land Use and Public Works Committee reviewed this item and recommended approval by the full Board.

FISCAL IMPACT:

No foreseeable impact to the General Fund.



Date: May 5th, 2011

Re: Establishing a LOWER YUBA RIVER PUBLIC ACCESS COALITION

To: California Dept. of Fish and Game

Nevada Co. Fish and Wildlife Commission

Yuba Co. Fish and Game Commission

Yuba Co. Water Agency

Sierra Nevada Alliance

Yuba Co. Public Works

USFWS

Nevada County Board of Supervisors

NCCFFF

NCCFFF Clubs

My name is John Felde and as the chairman of the Conservation Committee of the Gold Country Fly Fishers, I am writing on behalf of the club. The club is located in Nevada County and consists of approximately 170 members. The Lower Yuba River is our home waters.

We have concerns over angler public access to the Lower Yuba as it serves as a major fishing location for both local residents and those who come from more urban areas like Sacramento and the San Francisco Bay area. This river has a long history as a favored fishing location,

particularly for fly fishers. Its fishery is well known and its quality is unparalleled in central California.

In recent years access for the public has become more and more restricted from Englebright Dam downstream to Marysville. The last vestige of historical public access is now from the Highway 20 Bridge to the BLM lands on the south side of the river. We recognize that Western Aggregate owns the land, but they have allowed access here for many years from Hammonton Road to the river. We share their concerns over inappropriate use of the land by ATVs and other motorized vehicles, and would like the opportunity to develop a shared access settlement for anglers.

Toward that end, we are interested in forming the LOWER YUBA RIVER PUBLIC ACCESS COALITION, a group of stake holders that are interested in maintaining public access for walk and wade fishing. Additionally, we support a permanent boat launch access at or near the Highway 20 Bridge, as this has long been a location that both guides and unattached anglers use for launching drift boats and other suitable watercraft. Therefore, we are soliciting your participation as a member of this coalition and your support of retaining public access.

If your organization is interested in being a part of this important opportunity to prevent privatization of access to a long established publicly owned waterway and ensure public access for fishing and other recreation uses, please complete the form below and mail it to Gold Country Fly Fishers.

Members will receive a list of participants via e-mail.

Very sincerely yours,

John Felde

Conservation Chair

Gold Country Fly Fishers



Name of Organization \_\_\_\_\_

President or Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Address of Organization \_\_\_\_\_

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

Mail to:

Gold Country Fly Fishers

P. O. Box 2988

Grass Valley, Ca. 95945

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# The County Of Yuba

257-11

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## PROBATION DEPARTMENT

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JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



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(530) 749-7550  
FAX (530) 749-7364

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**TO:** Board of Supervisors

**FROM:** Jim Arnold, Chief Probation Officer *JA*

**SUBJECT:** Assembly Bill 109: Executive Committee Appointee

**DATE:** June 21, 2011

**Recommendation:**

Authorize the County Administrative Officer to represent the County of Yuba on the Executive Committee of the Community Corrections Partnership.

**Background:**

On October 11, 2009 then Governor Arnold Schwarzenegger signed Senate Bill 678, the California Community Corrections Performance Incentives Act of 2009. As part of Senate Bill 678, Penal Code Section 1230 was created which required that a community corrections program be developed and implemented by probation and advised by a local Community Corrections Partnership (CCP). The Community Corrections Partnership shall be chaired by the Chief Probation Officer and comprised of the following memberships: the Presiding Judge of the Superior Court or his or her designee; a County Supervisor or the Chief Administrative Officer for the County; District Attorney; Public Defender; the Sheriff; a Police Chief; the head of the County Department of Social Services; the head of the County Department of Mental Health; the head of the County Department of Employment; the head of the County Alcohol and Substance Abuse Programs; the head of the County Office of Education; a representative from a community-based organization that provides rehabilitative services; and an individual who represents the interest of victims.

On April 4, 2011 Governor Brown signed Assembly Bill 109, better known as Parole Realignment. Assembly Bill 109 also required a Community Correction Partnership which consists of the same aforementioned partners. However, AB 109 requires an Executive Committee of the County's Community Corrections Partnership consisting of the Chief Probation Officer; a Chief of Police; the Sheriff; the head of the County Department of Social Services and a County Supervisor or the Chief Administrative Officer for the County. The Chief Probation Officer is the Chair of the committee.

**Discussion:**

Yuba County local Community Corrections Partnership which was established through Penal Code 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. This plan is to be developed, reviewed and voted on by the CCP's Executive Committee. This plan shall be consistent with local needs and resources. The Chief Probation Officer who chairs both the Community Correction Partnership and Executive Committee believes the County Administrator should represent the Board of Supervisors and serve as a voting party on the Executive Committee.

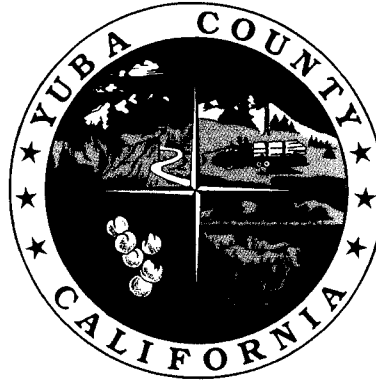
**Fiscal Impact:**

There is no fiscal impact to the County for having the County Administrative Officer participate on the Executive Committee.

# *The County of Yuba*

OFFICE OF TREASURER AND TAX COLLECTOR

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



GOVERNMENT 258-11  
915 8th STRE  
MARYSVILLE, CA 95901-5273

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

June 7, 2011

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: 2011/2012 Yuba Community College District  
Tax & Revenue Anticipation Notes

RECOMMENDATION:

Approve resolution providing for the issuance and sale of Yuba Community College District 2011/2012 Tax & Revenue Anticipation Notes in an aggregate amount not to exceed \$7,500,000.00.

BACKGROUND & DISCUSSION:

This request represents the 23<sup>rd</sup> time that this request has been made to the Board of Supervisors. Government Code 53850 et seq. requires the approval of the Board of Supervisors as Yuba Community College District is not fiscally independent. Additionally it is the opinion of Bond Counsel and County Counsel that we have no fiscal liability and this issue would have no affect on Yuba County's borrowing power. The copies of the resolution are on file in the Board of Supervisor's office.

FISCAL IMPACT:

None

COMMITTEE:

Has been bypassed do to routine nature of request.

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**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE YUBA COMMUNITY COLLEGE DISTRICT AUTHORIZING THE  
ISSUANCE OF 2011-2012 TAX AND REVENUE ANTICIPATION NOTES  
FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS  
OF YUBA COUNTY TO ISSUE SAID NOTES**

WHEREAS, pursuant to Sections 53850, et seq., of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Yuba Community College District (the "District") may borrow money by issuing notes in one or more series for any purpose for which the District is authorized to expend monies, including, but not limited to, current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the District by the Board of Supervisors of the county (the "County Board"), the county superintendent of which has jurisdiction over the District, as soon as possible following the receipt of a resolution of the governing board of the District requesting the borrowing; and

WHEREAS, the County Superintendent of Yuba County (the "County") has jurisdiction over the District, and this Governing Board (the "District Board"), being the governing board of the District, hereby requests the borrowing of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) at an interest rate not to exceed six percent (6%) through the issue by the County Board of 2011-2012 Tax and Revenue Anticipation Notes, Series A (the "Notes") in the name of the District; and

WHEREAS, such Notes are payable not later than thirteen months after the date of issue, and such Notes shall be payable only from revenue received or accrued during the fiscal year 2011-2012 in which issued; and

WHEREAS, such Notes may not bear interest to exceed six percent (6%) per annum, as permitted by Section 53531 of the Act, notwithstanding Section 53854 of the Act; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts, or other monies deposited in inactive or term deposits (but excepting certain monies encumbered for a special purpose); and this Resolution specifies that certain unrestricted revenues which will be received by the District for the General Fund of the District during or allocable to fiscal year 2011-2012 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts, and other monies of the District pledged for the payment thereof shall be paid with interest thereon from any other monies of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000 or integral multiples thereof, as permitted by Section 53854 of the Act; shall be sold on the date provided in the Official Notice of Sale, as permitted by Section 53853 of the Act; and shall be in the form and executed in the manner prescribed in this Resolution, as required by Section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said \$7,500,000 maximum principal amount of Notes to be issued by the County Board on behalf of the District in fiscal year 2011-2012, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other monies of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the District Board has found and determined that the Notes will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury;

NOW, THEREFORE, the Board of Trustees of the Yuba Community College District hereby resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the District Board so finds and determines.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The District Board hereby requests the County Board to issue in the name of the District, an amount not to exceed \$7,500,000 principal amount of Notes under Sections 53850, et seq., of the Act.

Section 3. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts, and other monies which are received or accrued by the District during fiscal year 2011-2012 and which are available therefor. The Notes shall be a general obligation of the District, and, to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other monies of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. The Notes shall be secured by a pledge of and first lien and charge against the first unrestricted revenues to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the Chancellor, or the Chancellor's designee, prior to the date of the sale of the Notes, sufficient to pay the principal of and interest on the Notes at maturity (such pledged amounts being hereinafter called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

(C) Covenant Regarding Additional Short-Term Borrowing. The District hereby covenants and warrants that it will not request the County Treasurer/Tax Collector (in such capacity, the "County Treasurer") to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during the 2011-2012 fiscal year



pursuant to the authority of Article XVI, Section 6, of the Constitution of the State of California or any other legal authority.

**Section 4. Approval of Issuance Resolution.** The Resolution entitled "Resolution of the Board of Supervisors of Yuba County Authorizing the Issuance of 2011-2012 Tax and Revenue Anticipation Notes for Yuba Community College District" (the "Issuance Resolution"), to be adopted by the Board, in substantially the form on file with the Clerk of the Board of Trustees, together with any additions to or changes therein being necessarily advisable by the Board, is hereby approved.

**Section 5. No Arbitrage.** The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of (a) said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and (b) of the Income Tax Regulations of the United States Treasury promulgated thereunder or any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be "arbitrage bonds".

**Section 6. Sale of the Notes.** The Notes will be sold either at a private sale to an underwriter or underwriters upon terms and conditions as are acceptable to the District and consistent herewith or by competitive bid and awarded as set forth in an Official Notice of Sale, which the Financial Advisor and the Vice Chancellor, Administrative Services, of the District, or his or her designee, are hereby authorized to prepare consistent with this Resolution. The Vice Chancellor, Administrative Services, or his or her designee, is hereby authorized to decide between competitive or private sale in conjunction with advice from the financial advisor.

If the sale is negotiated, the Vice Chancellor, Administrative Services, or his or her designee, is authorized to negotiate the sale of no more than \$7,500,000 of notes at an interest rate of not more than six percent (6%) for a term not longer than fifteen months.

If the sale is by competitive bid, the Vice Chancellor, Administrative Services, of the District, or his or her designee, is hereby directed to execute, and the Clerk of the District is directed to publish, the Official Notice of Sale. The County Treasurer, or his or her designee, is hereby authorized and directed to open the bids at the time and place specified in the Official Notice of Sale. The County Treasurer, or his or her designee, is hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Official Notice of Sale, to cause said bids to be examined for compliance with the Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost, as provided in the Official Notice of Sale, to announce the bidder of the lowest true interest cost, and to award the sale to said bidder, and to notify this Board and the County Board of the foregoing in accordance with this resolution and that of the County Board.

**Section 7. Authorization of Official Statement.** The Official Statement relating to the Notes in preliminary form is hereby approved. The Vice Chancellor, Administrative Services, of

the District, or his or her designee, is hereby authorized and requested to execute and deliver the Official Statement in substantially the form presented to the District Board, with such changes and additions thereto deemed advisable by the Chancellor or any other qualified official of the District. The District Board authorizes the distribution by the District's financial advisor of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Notes, and authorizes the Chancellor, or the Chancellor's designee, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Official Statement prior to distribution by the District's financial advisor. The execution of the Official Statement shall be conclusive evidence of the approval of the Official Statement by the District.

The Chancellor, or the Chancellor's designee, is separately authorized and directed to execute a statement that the facts contained in the Official Statement, and any supplement or amendment thereto, (which shall be deemed an original part thereof for purposes of such statement) were, at the time of the sale of the Notes, true and correct in all material respects and that the Official Statement did not, on the date of the sale of the Notes, and does not, as of the date of the delivery of the Notes, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated or necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The Chancellor, or the Chancellor's designee, shall take such further action as prior to the signing of the Official Statement as are deemed necessary or appropriate to verify the accuracy thereof.

The Chancellor, or his or her designee, is hereby authorized to execute, as necessary, a continuing disclosure certificate as may be required pursuant to subsection 15c2-12(b)(5)(i)(C) of the Rule.

Section 8. Financial Advisor. The District Board hereby confirms the hiring of Capitol Public Finance Group, LLC, as financial advisor to the District with respect to the sale of the Notes. The Vice Chancellor, Administrative Services, of the District, or his or her designee, is authorized to execute the contract for such services in the form presented.

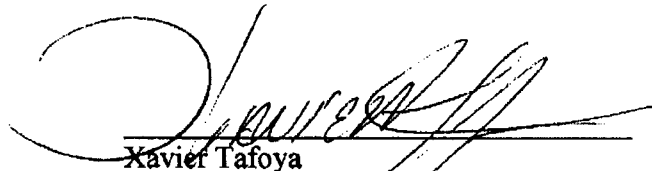
Section 9. Bond Counsel. The District Board hereby confirms the hiring of Bartkiewicz, Kronick & Shanahan, as bond counsel to the District with respect to the sale of the Notes. The Vice Chancellor, Administrative Services, of the District, or his or her designee, is authorized to execute the contract for such services in the form presented.

Section 10. Further Actions Authorized. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, and the Chancellor, the Clerk of the Board and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions related to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with the Issuance Resolution and this Resolution.

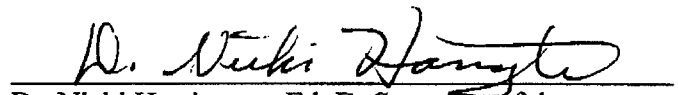
Section 11. Action Re Qualified Tax-Exempt Obligation. In the event that the Notes are found to qualify for financial institutions under Internal Revenue Code § 265(b)(3), the Chancellor, or the Chancellor's designee, is hereby authorized and directed to take such other actions as may be necessary to designate such Notes as "qualified tax-exempt obligations," including, if either deemed necessary or appropriate, placing a legend to such effect on the form of Note in such form as either deemed necessary or appropriate.

PASSED AND ADOPTED by the Board of Trustees of the Yuba Community College District  
this 11th day of May, 2011, by the following vote:

AYES:           Buchan, Hastey, Kennedy, Pearson, Sandy, Tafoya, Wheeler  
                    None  
NOES:           None  
ABSENT:        None

  
\_\_\_\_\_  
Xavier Tafoya  
Chairman, Board of Trustees  
Yuba Community College District

ATTEST:

  
\_\_\_\_\_  
Dr. Nicki Harrington, Ed. D, Secretary of the  
Board of Trustees, Yuba Community College District



*ORDINANCES  
AND  
PUBLIC HEARINGS*

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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



259-11

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

**DATE:** June 21, 2011

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
Debee McNally, Code Enforcement Officer *JS*

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1959 Fourteenth Street, Olivehurst, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On January 12, 2011, property owner Joyce Curran was served with a Notice and Order to Abate Public Nuisance ordering her to correct or remove code violations consisting of a vacant, abandoned and unsecured dwelling; overgrown weeds and vegetation; the maintenance of a rat harborage; and the storage of junk, trash and debris.

Joyce Curran did not request a hearing to show cause why the use of her property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did she correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on March 15 & 16, 2011. The demand for payment sent to Joyce Curran remains unpaid, the total due now being \$11,009.00. Please refer to Attachment A for the Cost Accounting.

Joyce Curran has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE09-0066
	)		
Plaintiff,	)	RE:	1959 Fourteenth Street
	)		Olivehurst, CA
vs.	)		
	)	APN:	014-032-012
Joyce Curran	)		
	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 014-032-012 is located at 1959 Fourteenth Street, Olivehurst, CA 95961, and is owned by Joyce Curran.
2. On January 12, 2011, property owner Joyce Curran was served with a Notice and Order to Abate Public Nuisance ordering her to correct or remove code violations consisting of a vacant, abandoned and unsecured dwelling; overgrown weeds and vegetation; the maintenance of a rat harborage; and the storage of junk, trash and debris.
3. Joyce Curran did not request a hearing to show cause why the use of her property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did she abate the violations as ordered.
4. On March 15 & 16, 2011, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owner Joyce Curran was served with written notice of this hearing.
6. A Hearing was held on June 21, 2011 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.



- (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manger.
  - (b) The owner, Joyce Curran was ( ) was not ( ) present.
- 7. The administrative and abatement costs and penalties incurred totaled: \$11,009.00.

### CONCLUSIONS OF LAW

- 1. Joyce Curran was properly notified to appear before the Board of Supervisors on June 21, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 1959 Fourteenth Street, Olivehurst, CA, APN 014-032-012, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
- 2. Administrative and abatement costs and penalties regarding APN 014-032-012 were properly incurred in the amount of \$11,009.00 and the property and its owner bear the costs of same.

### ORDERS

- 1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$11,009.00 shall be an assessment against the property located at 1959 Fourteenth Street, Olivehurst, CA, APN 014-032-012.
- 2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
- 3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
- 4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.

5. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 21st day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chairperson of the County of Yuba  
State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

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APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



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## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: June 21, 2011

Case #: CE09-0066

APN: 014-032-012

Owner: Joyce Curran

Situs: 1959 Fourteenth Street, Olivehurst CA 95961

Date	Reason for Charge	Hours	Total
16-Feb-11	Inspection	0.00	\$ 0.00
17-Feb-11	Prepared & Mailed Request for Proposal (RFP)	1.00	105.00
23-Feb-11	Abatement Contractor Walk Thru	1.00	105.00
24-Feb-11	Phone Call to Property Owner's Representative	0.00	0.00
25-Feb-11	Prepared & Mailed Abatement Warning Notice	0.00	0.00
28-Feb-11	Prepared & Recorded Notice of Non-Compliance	.50	52.50
15-Mar-11	Conducted Abatement	8.00	840.00
16-Mar-11	Completed Abatement	3.00	315.00
17-Mar-11	Prepared & Mailed Demand for Payment	.50	52.50
21-Jun-11	Prepare Hearing Documents and Presentation	4.00	420.00
21-Jun-11	Prepare Notice of Compliance	.50	52.50
21-Jun-11	Prepare Release of Abatement Lien	.50	52.50
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>19.00</b>	<b>\$ 1,995.00</b>
10-Feb-11	Unpaid Billing Statement # 417		1,890.00
16-Mar-11	Reimbursement of Contractor's Fee (O'Brien Remodel)		4,280.00
16-Mar-11	Administrative Penalties @ \$88.00 per Day (February 12, 2011 to March 15, 2011)		2,816.00
21-Jun-11	Recording Fee, Two Documents		28.00
		<b>Total</b>	<b>\$11,009.00</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



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

Joyce Curran  
C/O Diane Deaver  
11117 Congo River Court  
Ranco Cordova, CA 95670

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on June 21, 2011, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 1959 Fourteenth Street, Olivehurst CA, APN 014-032-012, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: June 3, 2011

Certified Mail # 7003 0500 0005 1306 2442

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

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

Debee McNally

Attachment B

# 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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749-5440

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

**ENVIRONMENTAL HEALTH • CUPA**  
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**PLANNING**  
749-5470 • Fax 749-5434

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

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

**DATE:** June 21, 2011

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
Debee McNally, Code Enforcement Officer *DM*

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1150 Grand Avenue, Olivehurst (West Linda), CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and summary abatement costs and the recording of a lien regarding the subject address.

**BACKGROUND:** On February 7, 2011, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned property by identifying the degree of public nuisance conditions. Code violations consisted of an abandoned, substandard mobilehome that was severely dilapidated and in danger of imminent collapse as well as multiple substandard accessory structures, all of which were open and accessible creating an attractive nuisance for both children and vagrants. Also present was the accumulation of junk trash and debris creating an environment conducive to the propagation and harborage of vector and vermin.

Due to the degree and nature of the violations, a Summary Abatement was conducted on February 8, 2011 removing all conditions deemed detrimental to the health and safety of the community & eliminating the immediate threat to the public.

On March 4, 2011, a demand for payment was sent, by certified and first class mail, to the property owner, Roberto Felipe Lemus, which remains unpaid, the total now being \$6,883.82; refer to Attachment A for the Cost Accounting.

Roberto Felipe Lemus has been given notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE11-0038
	)		
Plaintiff,	)	RE:	1150 Grand Avenue
	)		Olivehurst, CA
vs.	)		
	)	APN:	021-331-008
Roberto Felipe Lemus	)		
	)		
	)		
Defendant.	)		

FINDINGS OF FACT  
CONCLUSIONS OF LAW  
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 021-331-008 is located at 1150 Grand Avenue, Olivehurst (West Linda), CA 95961, and is owned by Roberto Felipe Lemus.
2. On February 7, 2011, Code Enforcement staff was summoned by the Sheriff's Department to the subject address to assist them with an abandoned property. Code violations consisted of an abandoned, substandard mobilehome that was severely dilapidated and in danger of imminent collapse as well as multiple substandard accessory structures, all of which were open and accessible, creating an attractive nuisance for both children and vagrants. Also present was the accumulation of junk, trash and debris, creating an environment conducive to the propagation and harborage of vector and vermin.
3. On February 8, 2011, Code Enforcement personnel oversaw the Summary Abatement of the substandard mobilehome and accessory structures, garbage and debris removing all conditions deemed detrimental to the health and safety of the community eliminating the immediate threat to the public.
4. On March 4, 2011, a demand for payment was sent to Roberto Felipe Lemus, 3606 Howsley Road, Pleasant Grove, CA 95668, by certified and first class mail.
5. The property owner, Roberto Felipe Lemus, was served with written notice of this hearing.

6. A Hearing was held on June 21, 2011 to assess the costs of abating the public nuisances and to determine if the administrative and summary abatement costs should be made a lien on said property.
  - (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.
  - (b) The owner, Roberto Felipe Lemus was ( ) was not ( ) present.
7. The administrative and summary abatement costs incurred totaled: \$6,883.82.

#### CONCLUSIONS OF LAW

1. Roberto Felipe Lemus was properly notified to appear before the Board of Supervisors on June 21, 2011 at 9:30 am to show cause, if any, why the administrative and summary abatement costs for the property located at 1150 Grand Avenue, Olivehurst (West Linda), CA, APN 021-331-008, abated pursuant to a summary abatement of a public nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and summary abatement costs regarding APN 021-331-008 were properly incurred in the amount of \$6,883.82 and the property and its owner bear the costs of same.

#### ORDERS

1. It is hereby found and ordered that the administrative and summary abatement costs to date incurred by the County of Yuba in the amount of \$6,883.82 shall be an assessment against the property located at 1150 Grand Avenue, Olivehurst (West Linda), CA, APN 021-331-008.
2. It is hereby found and ordered that administrative and summary abatement costs shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and summary abatement costs shall be recorded as authorized by Government Code Section 25845(e).
3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 21st day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

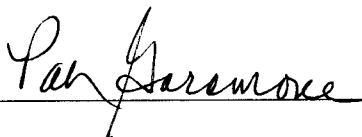
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Chairperson of the County of Yuba  
State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

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APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

  
\_\_\_\_\_



# **YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING**

Date: June 21, 2011

Case #: CE11-0038

APN: 021-331-008

Owner: Roberto Felipe Lemus

Situs: 1150 Grand Avenue, Olivehurst (West Linda), CA 95961

<b>Date</b>	<b>Reason for Charge</b>	<b>Hours</b>	<b>Total</b>
07-Feb-11	Received Complaint, Opened Case	.50	\$ 52.50
07-Feb-11	Initial Site Inspection with CE Supervisor & Sheriff's Dept.	4.00	420.00
08-Feb-11	Conducted Summary Abatement	7.00	735.00
04-Mar-11	Prepared & Mailed Demand for Payment	.50	52.50
21-Jun-11	Prepare Hearing Documents and Presentation	4.00	420.00
21-Jun-11	Prepare Notice of Compliance	.50	52.50
21-Jun-11	Prepare Release of Abatement Lien	.50	52.50
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>17.00</b>	<b>\$ 1,785.00</b>
03-Mar-11	Reimbursement of Contractor's Fee (G.W. Demolition)		\$ 5,070.82
21-Jun-11	Recording Fee, Two Documents		28.00
	<b>Total</b>		<b>\$ 6,883.82</b>



# The County Of Yuba

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



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

Roberto Felipe Lemus  
3606 Howsley Road  
Pleasant Grove, CA 95668

### NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on June 21, 2011, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and summary abatement costs for the property located at 1150 Grand Avenue, Olivehurst (West Linda), CA, APN 021-331-008, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs reflected in Attachment A are accurate and reasonable and whether such costs should be assessed and a lien recorded.

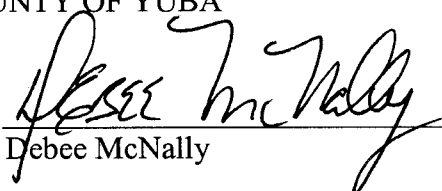
Dated: June 3, 2011

Certified Mail # 7003 0500 0005 1306 2435

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY:

  
Debee McNally

Attachment B

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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**HOUSING AND COMMUNITY SERVICES**  
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**PLANNING**  
749-5470 • Fax 749-5434

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

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

**DATE:** June 21, 2011

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Jacenich, Code Enforcement Officer S.S.

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 4429 Ardmore Avenue, Olivehurst, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On February 14, 2011, property owner, Ethel Myers was served, by posting the property and by certified return receipt mail and first class mail to the address that appears on the last equalized assessment roll, with a Notice and Order to Abate Public Nuisance ordering her to correct or remove code violations consisting of a vacant, unsecured, fire damaged dwelling; overgrown weeds and vegetation; the maintenance of a rat harborage; and the storage of junk, trash and debris.

Ethel Myers did not request a hearing to show cause why the use of her property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did she correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on March 25, 2011. On that date staff discovered the property owner is deceased, a surviving relative, Christine Hatcher requested that all future correspondence be sent to her. The demand for payment sent to Christine Hatcher remains unpaid, the total due now being \$7,061.50. Please refer to Attachment A for the Cost Accounting.

Christine Hatcher has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE11-0034
	)		
Plaintiff,	)	RE:	4429 Ardmore Avenue
	)		Olivehurst, CA
vs.	)		
	)	APN:	014-072-001
Ethel Myers	)		
	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 014-072-001 is located at 4429 Ardmore Avenue, Olivehurst, CA 95961, and is owned by Ethel Myers.
2. On February 14, 2011, property owner Ethel Myers was served, by posting the property and by certified return receipt and first class mail to the address that appears on the last equalized assessment roll, with a Notice and Order to Abate Public Nuisance ordering her to correct or remove code violations consisting of a vacant, unsecured, fire damaged dwelling; overgrown weeds and vegetation; the maintenance of a rat harborage; and the storage of junk, trash and debris.
3. Ether Myers did not request a hearing to show cause why the use of her property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did she abate the violations as ordered.
4. On March 25, 2011, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance. On that date staff discovered the property owner is deceased, a surviving relative, Christine Hatcher requested all future correspondence be sent to her.
5. Christine Hatcher was served with written notice of this hearing.

6. A Hearing was held on June 21, 2011 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
  - (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.
  - (b) The owner, Christine Hatcher was ( ) was not ( ) present.
7. The administrative and abatement costs and penalties incurred totaled: \$7,061.50.

#### CONCLUSIONS OF LAW

1. Christine Hatcher was properly notified to appear before the Board of Supervisors on June 21, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 4429 Ardmore Avenue, Olivehurst, CA, APN 014-072-001, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 014-072-001 were properly incurred in the amount of \$7,061.50 and the property and its owner bear the costs of same.

#### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$7,061.50 shall be an assessment against the property located at 4429 Ardmore Avenue, Olivehurst, CA, APN 014-072-001.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 21st day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

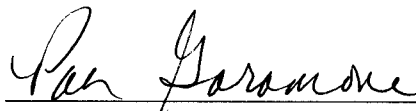
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Chairperson of the County of Yuba  
State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

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APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



# YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: June 21, 2011

Case #: CE11-0034

APN: 014-072-001

Owner: Ethel Myers

Situs: 4429 Ardmore Avenue, Olivehurst C 95961

Date	Reason for Charge	Hours	Total
04-Mar-11	Prepared & Mailed Request for Proposal (RFP)	1.00	\$ 105.00
09-Mar-11	Prepared & Recorded Notice of Non-Compliance	1.00	105.00
25-Mar-11	Conducted Abatement	6.50	682.50
31-Mar-11	Prepared & Mailed Demand for Payment	.50	52.50
21-Jun-11	Prepare Hearing Documents and Presentation	4.00	420.00
21-Jun-11	Prepare Notice of Compliance	.50	52.50
21-Jun-11	Prepare Release of Abatement Lien	.50	52.50
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>14.00</b>	<b>\$ 1,470.00</b>
14-Feb-11	Unpaid Billing Statement # 423		577.50
25-Feb-11	Reimbursement of Contractor's Fee (G.W. Demolition)		3,500.00
25-Feb-11	Administrative Penalties @ \$60.00 Per Day (March 1, 2011 to March 25, 2011)		1500.00
21-Jun-11	Recording Fee, Two Documents		28.00
		<b>Total</b>	<b>\$ 7,061.50</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



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

Ethel Myers  
c/o Christine Hatcher  
2524 50<sup>th</sup> Avenue  
Sacramento, CA 95822

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on June 21, 2011, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 4429 Ardmore Avenue, Olivehurst, CA, APN 014-072-001, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: June 3, 2011

Certified Mail # 7003 0500 0005 1306 2459

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

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

John Jacenich

Attachment B



# 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



B 262-11  
749-5440

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

**DATE:** June 21, 2011

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Jacenich, Code Enforcement Officer *J.S.*

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 4638 Fleming Way, Olivehurst, CA 95961 and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** Assessor's Parcel # 013-282-008 is located at 4638 Fleming Way, Olivehurst, CA 95961, and is owned by Evelyn Moss; the property owner is deceased. On March 18th, 2010, Wilma Carter, surviving relative of the property owner, was served with a Notice & Order to Abate Public Nuisance ordering her to correct or remove violations consisting of a substandard and dangerous dwelling, garage and accessory structure; an accumulation of inoperative vehicles and parts thereof; the maintenance of a rat harborage; and the storage of junk, trash and debris.

Wilma Carter did not request a hearing to show cause why the use of the property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code; nor did she correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on February 22, 2011. The demand for payment sent to Wilma Carter remains unpaid, the total due now being \$18,718.75. Please refer to Attachment A for the Cost Accounting.

Wilma Carter has been given written notice of this Accounting Hearing a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE08-0618
	)		
Plaintiff,	)	RE:	4638 Fleming Way
	)		Olivehurst, CA 95961
vs.	)		
	)	APN:	013-282-008
Evelyn Moss	)		
	)		
	)		
Defendant.	)		

FINDINGS OF FACT  
CONCLUSIONS OF LAW  
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 013-282-008 is located at 4638 Fleming Way, Olivehurst CA 95961, and is owned by Evelyn Moss; the property owner is deceased.
2. On March 18, 2010, Wilma Carter, surviving relative of the property owner, was served with a Notice & Order to Abate Public Nuisance ordering her to correct or remove violations consisting of a substandard and dangerous dwelling, garage and accessory structure; an accumulation of inoperative vehicles and parts thereof; the maintenance of a rat harborage; and the storage of junk, trash and debris.
3. Wilma Carter did not request a hearing to show cause why the use of the property should not found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code; nor did she abate the violations as ordered.
4. On February 22, 2011, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. Wilma Carter was served with written notice of this hearing.

6. A hearing was held on June 21, 2011 to assess the cost of abating the public nuisance and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
  - a. A one page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the hearing by Jeremy Strang, Code Enforcement Division Manager.
  - b. The property owner is deceased. Wilma Carter, surviving relative of property owner was ☐; was not ☐ present.
7. The administrative and abatement costs and penalties incurred total: \$18,718.75.

#### CONCLUSIONS OF LAW

1. As Evelyn Moss is deceased, notice was properly sent to Wilma Carter to appear before the Board of Supervisors on June 21, 2011 at 9:30a.m. to show cause, if any, why the administrative and abatement costs and penalties for the property located at 4638 Fleming Way, Olivehurst, CA, APN 013-282-008, abated pursuant to Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 013-282-008 were properly incurred in the amount of \$18,718.75 and the property and its owners bear the costs of same.

#### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$18,718.75 shall be an assessment against the property located at 4638 Fleming Way, Olivehurst, CA, APN 013-282-008.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845(d) and that a Notice of Abatement Lien of administrative costs and abatement costs shall be recorded as authorized by Government Code Section 25845(e).
3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owners of the property.
5. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 21st day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chairperson of the County of Yuba  
State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

---

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel



---

## YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: June 21, 2011

Case #: CE08-0618

APN: 013-282-008

Owner: Evelyn Moss C/O Wilma Carter

Situs: 4638 Fleming Way, Olivehurst CA 95961

Date	Reason for Charge	Hours	Total
19-Apr-10	Reinspection	.50	\$ 52.50
29-Apr-10	Reinspection	.50	52.50
06-May-10	Phone Call with Wilma Carter	.25	26.25
11-May-10	Reinspection	.50	52.50
17-May-10	Reinspection	.50	52.50
19-Oct-10	Reinspection	.50	52.50
09-Nov-10	Phone Call with Wilma Carter	.25	26.25
09-Nov-10	Phone Call with Preston Mortensen	.25	26.25
10-Feb-11	Prepared & Mailed Abatement Warning Notice	.50	52.50
22-Feb-11	Conduct Abatement	6.00	630.00
04-Mar-11	Prepared & Mailed Demand for Payment	.50	52.50
21-Jun-11	Prepare Hearing Documents and Presentation	4.00	420.00
21-Jun-11	Prepare Notice of Compliance	.50	52.50
21-Jun-11	Prepare Release of Abatement Lien	.50	52.50
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>15.25</b>	<b>\$ 1,601.25</b>
25-May-10	Administrative Penalties @ \$66.00 Per Day (April 18, 2010 to May 25, 2010)		2,508.00
01-Feb-11	Unpaid Billing Statement # 385		2,885.50
14-Feb-11	Reimbursement of Contractor's Fee (G.W.Demolition)		4,700.00
22-Feb-11	Adminisrative Penalties @ \$66.00 Per Day (November 9, 2010 to February 22, 2011)		6,996.00
21-Jun-11	Recording Fee, Two Documents		28.00
		<b>Total</b>	<b>\$18,718.75</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



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

Evelyn Moss  
C/O Wilma Carter  
295 Stream Street  
Rio Dell, CA 95562

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on June 21, 2011, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 4638 Fleming Way, Olivehurst, CA 95961, APN 013-282-008, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: June 3, 2011

Certified Mail # 7003 0500 0005 1306 2428

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

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

John Jacenich

Attachment B

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

June 21, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR   
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR

SUBJ: ADOPT ORDINANCE ADDING CHAPTER 8.77 OF THE ORDINANCE CODE FOR THE STAR BEND  
BOAT LAUNCH AND DAY USE AREA

### RECOMMENDATION:

Adopt the attached ordinance adding Chapter 8.77 of the Yuba County Ordinance Code for the Star Bend Boat Launch and Day Use Area.

### BACKGROUND:

With the recent improvements to the Star Bend Boat Launch and Day Use Area, as well as expanded recreational opportunities in the proposed Feather River Floodway project, the County expects a marked increase in its use by the public. Because of new and unique opportunities at Star Bend, including camping, an ordinance section dedicated to the facility is now warranted. Section 8.77 of the Yuba County Ordinance Code is currently unallocated, and if assigned to Star Bend, will allow the County to make changes to it as necessary without affecting other parks.

### DISCUSSION:

Historically, Star Bend has fallen under the purview of the County Parks and Recreation Areas in Ordinance 8.76. However, with recent improvements, Star Bend has become more dynamic in the opportunities it provides and to a degree, public safety needs to be addressed in a different manner. Although much of the proposed ordinance remains the same as other County parks, including day use hours, notable changes proposed in Y.C.O.C. 8.77 include:

- The ability for your Board to determine use fees by resolution
- Overnight camping (*No tent camping; max stay is three (3) days in any fourteen (14) day period*)
- Organized Events
- Third party vending upon County authorization

COMMITTEE ACTION:

On June 7, 2011, the Land Use & Public Works Committee reviewed this item and recommended approval by the Board.

FISCAL IMPACT:

No impact to the General Fund.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADDING YUBA COUNTY ORDINANCE CODE TITLE VIII,  
CHAPTER 8.77 RELATING TO THE STAR BEND BOAT LAUNCH AND DAY USE  
AREA**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:

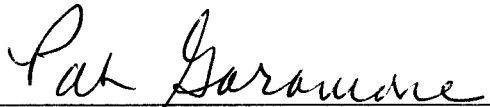
ABSENT:

ABSTAIN:

\_\_\_\_\_, Chairman  
Yuba County Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

  
\_\_\_\_\_  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA  
DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper in the County of Yuba, State of California.

Section 2. Chapter 8.77 of the Yuba County Ordinance Code is hereby added in its entirety to read as follows:

**CHAPTER 8.77**  
**STAR BEND BOAT LAUNCH and DAY USE AREA**

**Sections**

- 8.77.010 Purpose**
- 8.77.020 Common Description**
- 8.77.030 Prohibition of Certain Uses without Permit**
- 8.77.040 Hazardous Games Prohibited**
- 8.77.050 Hours**
- 8.77.060 Camping and Organized Events**
- 8.77.070 Fees**
- 8.77.080 Stopping, Standing or Parking**
- 8.77.090 Use of Boat Ramp**
- 8.77.100 Operations of Vehicles at Star Bend**
- 8.77.110 Animals at Star Bend**
- 8.77.120 Signs**
- 8.77.130 Alcoholic Beverages**
- 8.77.140 Glass Containers**
- 8.77.150 Vending and Peddling**
- 8.77.160 Fire Prevention**
- 8.77.170 Trespassing**
- 8.77.180 Prohibited Acts**
- 8.77.190 Violations and Penalties**
- 8.77.200 Enforcement**

**8.77.010 Purpose.** The Star Bend Boat Launch and Day Use Area shall be used and maintained for the benefit and entertainment of the public generally, subject, however, to the restrictions and limitations contained in this chapter and such other regulations (including requirements for permits and the fees therefore) as the Board of Supervisors may adopt hereafter by resolution. The regulations set forth in this chapter shall apply to and be in full force and effect at Star Bend which is under the jurisdiction and control of the County. The regulations shall govern the use of such park and the observance of these regulations shall be a condition under which the public may use the park and recreation areas. (Ord. #1237)

### **8.77.020 Common Description.**

**Star Bend Boat Launch and Day Use Area** - As used herein, the term "Star Bend" shall include that area within the County of Yuba, State of California, and more particularly described as follows:

#### **Parcel 1:**

Portion of Lots 1 in Block 1 and a portion of Lot 16 in Block 36, as shown upon the map entitled, "Arboga Colony No. 2," on file in the office of the County Recorder of the County of Yuba, State of California in Book 2 of Maps, page 15 and being more particularly described as follows:

Beginning at a point on the line between lots 15 and 16 in said Block 36, which point is South 184.5 feet from an iron pin at the Northwest corner of the Southwest quarter of said Lot 16; thence South 49° 30' East 1006.1 feet, thence South 24° 19' 30" West 281.4 feet to the Northerly bank to the intersection of the Westerly line of said Lot 1; thence North along the Westerly line of said Lot 1 and Lot 16, a distance of 850 feet, more or less, to the point of beginning, containing 9 acres, more or less.

#### **Parcel 2:**

An easement 50 feet in width for public use and access over and across the following described parcel which is located in Lot 1 of Block 1 hereinbefore referred to:

Beginning at the Southeast corner of Lot 16, Block 36; thence West 766.97 feet along South line of Lot 16 to a square iron stake; thence South 45° 01' 30" East 361.68 feet to the true point of beginning; thence South 56 degrees 57' 30" East 137.55 feet; thence South 33° 02' 40" West 200 feet, more or less, to the Northerly bank of Feather River; thence Northerly along the high water line of the Feather River, a distance of 185 feet, more or less; thence North 24° 19' 30" East 170 feet, more or less; thence North 24° 19' 30" East 111.43 feet; thence South 81° 51 East to the point of beginning.

**8.77.030 Prohibition of Certain Uses Without Permit.** The Board of Supervisors may by resolution adopt regulations and policies with respect to the use of Star Bend. It shall be unlawful for any person to use Star Bend or conduct any activity at Star Bend without a permit if such permit is required by any law or regulation. In addition to any penalty otherwise provided, any person so using Star Bend without the necessary permit may be immediately ejected from said park by the County Sheriff. (#1237)

**8.77.040 Hazardous Games Prohibited.** It is unlawful for any person to fly a model airplane (motor-driven), propel a rocket or missile of any type, hit a golf ball, participate in archery,

horseshoe games, lawn darts or any similar game of a hazardous nature at Star Bend except at such places designated for such use by the County. (#1237)

**8.77.050 Hours.** It is unlawful for any person to enter or remain at Star Bend at any time from thirty (30) minutes after sunset until thirty (30) minutes before sunrise. This prohibition shall not apply to such person who camps overnight at Star Bend if such persons are camping there pursuant to approval of the Board of Supervisors or its designee granted under the provisions of Section 8.77.060 (#237)

### **8.77.060 Camping and Organized Events.**

#### **a) Definitions**

1. Camping means to establish or maintain on public property a temporary place for cooking, sleeping, or storing personal belongings either: outdoors, with or without shelter; in, on, or under any structure not intended for human occupancy; in, on, or under any parked vehicle; or in, on, or under any abandoned or unoccupied structure. For purposes of this definition, establishing or maintaining a place for sleeping shall include setting up bedding, including, but not limited to, sleeping bags, blankets, mattresses, tents, hammocks, and cots for the purpose of sleeping. For purposes of this definition, personal belongings include, but are not limited to, clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material.
2. Camp facilities include, and are limited to, a vehicle which is an enclosed motor home, travel trailer, truck camper, or camping trailer with or without motive power, designed for recreational human habitation, and having a self contained restroom. Tent camping is prohibited at Star Bend.
3. Camp paraphernalia includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks, or similar equipment.

#### **b) Camping Regulations**

1. It shall be unlawful for any person to camp overnight at Star Bend except within designated areas and with a permit for such use issued by the County department designated by the Board of Supervisors to issue such permits. The County may at any time revoke the camping permit of any person, group or organization if the campsite occupied by such is not maintained in a reasonably clean, sanitary and attractive manner.
2. Camping permits shall be issued so as to expire after a maximum of three (3) days. All camping permits expire at 2:00 p. m. on the expiration day. No person shall camp for more than three (3) days in any fourteen (14) day period, and, once a person has camped for three (3) days within any fourteen (14) day period, that person shall not be permitted to camp for a

period of fourteen (14) additional days. It is the intent of Yuba County that the Star Bend Boat Ramp area be utilized for recreational purposes and not for extended periods of residency.

3. No person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat trailer or (1) camp trailer at any one (1) campsite.
4. No more than six (6) persons may occupy any single designated campsite.
5. Quiet shall be observed in all camping areas of a county park between the hours of 10:00 p.m. and 7:00 a.m. During these hours, no person shall make, either verbally or mechanically, any excessive noise.
6. No person under the age of eighteen (18) shall camp within a county park unless accompanied by a parent, legal guardian, adult leader (e.g., teacher, coach, or scoutmaster) of a school or other youth group, or the parent or legal guardian of another minor camping in the same group.

**c) Organized Events**

Organized events are permitted at the Star Bend Boat Ramp within designated areas and with a permit issued by the County department designated by the Board of Supervisors to issue such, or in conjunction with a group which is participating in an organized event which has been approved in advance by the Board of Supervisors or its designee. Any such advance approval shall include such conditions as the Board of Supervisors or its designee deems necessary or appropriate including, without limitation, provision for:

1. A written application made at least five working days prior to the proposed event;
2. Liability insurance;
3. Cleanup deposits;
4. Security;
5. Portable toilets sufficient to accommodate the number of attendees; and
6. Other matters which apply generally to the use of county property.

The Board of Supervisors or its designee is authorized to refuse issuance of a permit when, in their opinion based upon the duration of occupancy and other factors, there is indication that the occupancy is for other than recreational purposes or may pose a threat to public health and safety.

**8.77.070 Fees.** The Board of Supervisors shall set the fees for daytime use, overnight camping and organized events by resolution. All applicable fees must be paid prior to using Star Bend.

**8.77.080 Stopping, Standing or Parking.** No person shall stop, stand or park a vehicle at Star Bend, except in those places specifically designated for such purpose.

**8.77.090 Use of Boat Ramp.** The boat ramp at Star Bend shall be used only for loading and unloading of boats into the Feather River. No person shall stop, stand or park a vehicle on or about the boat ramp except for such purpose.

**8.77.100 Operation of Vehicles at Star Bend.** It shall be unlawful for any person to operate or park any motor vehicle in or upon any park or recreation area, except in those places specifically provided or designated for such purpose. As used in this section, "motor vehicle" shall include any type of motor vehicle, including, without limitation, horse trailers, motorcycles, motorized two (2), three (3), or four (4) wheel vehicles, buses, and automobiles. Operation of off road vehicles is prohibited. Bicyclists shall be permitted to wheel or push bicycles by hand on any grassy area, trail, or path reserved for pedestrian use. All non-motorized vehicles shall be operated at all times with reasonable regard for the safety of others.

**8.77.110 Animals at Star Bend.**

(a) It shall be unlawful for any person who owns or has the charge, care, control or custody of any animal to allow, cause, or permit such animal to be at Star Bend, unless such animal is on a leash and is under the complete control of the person owning or in responsible charge of such animal. Such leash shall not be more than eight (8') feet in length.

(b) It shall be the responsibility of any person who owns or has charge, care, control or custody of any animal, while at Star Bend, to clean up fecal matter from their animal before leaving the facility and to properly dispose of same.

**8.77.120 Signs.** The Director of Public Works is authorized and directed to place and maintain appropriate signs giving notice of any restriction imposed by this chapter including, without limitations, signs regulating parking and overnight camping activities.

**8.77.130 Alcoholic Beverages.** Alcoholic beverages may be possessed at the Star Bend Boat Ramp and parking areas for the purpose of transit between vehicles and vessels intended to be launched or retrieved from the Feather River. Otherwise, alcoholic beverages may be used, possessed and consumed at Star Bend only in designated campsites.

**8.77.140 Glass Containers.** No glass containers of any type shall be permitted at Star Bend except within parked vehicles; or

- a. When conducting the transfer of personal belongings or refreshments when loading and unloading boats; and

- b. Within designated campground areas.

**8.77.150 Vending and Peddling.** It shall be unlawful for any person to engage in the business of soliciting, selling, or peddling any liquids or edibles for human consumption, or to distribute circulars, or to hawk, peddle, or vend any goods, services, wares, or merchandise, at Star Bend, except;

- a. When authorized to do so by the County; or
- b. As a third party vendor selected through bid process by Yuba County to act as a concessionaire for the management of camping, day use reservations, rentals and/or the sale of goods at Star Bend.

**8.77.160 Fire Prevention.** It shall be unlawful to carry, use or throw away any lit cigarette, cigar, ashes, or any other flaming or glowing substance except in designated barbeque areas, vehicles, or posted clear areas at Star Bend.

It shall be unlawful to kindle or maintain an open campfire or bonfire except in designated barbeque areas, fire pits, campfire rings or posted clear areas.

The County shall have authority to prohibit burning at Star Bend at any time if the danger of wildfire becomes elevated as determined in the County's sole discretion.

**8.77.170 Trespassing.** No person shall enter any portion of Star Bend which are posted with signs which state "No Entry," "Keep Out," "No Trespassing," "Closed Area," or when gates are locked or other prohibition of entry is indicated.

**8.77.180 Prohibited Acts.**

The following acts are prohibited at Star Bend:

- a. Dumping, depositing or leaving any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or other such refuse or trash except in proper receptacles provided for such purpose. Such refuse or trash so placed shall be generated only in connection with normal activities in, and/or through the use of the park or recreation area. Where such receptacles are not provided, all refuse or trash shall be carried away from the park or recreation area by the person(s) responsible for its presence and properly disposed of elsewhere.
- b. Breaking, cutting, carving, defacing, injuring, mutilating, transplanting, removing or otherwise damaging any animal, grass, turf, plant, tree, shrub, flower, wood, dirt, mulch, sand or rock.



- c. Marking, graffiti, defacing, disfiguring, injuring, tampering with, displacing, digging, removing, destroying, or obliterating any County-owned real or personal property of any kind.
- d. Tampering, damaging, breaking, or causing adjustment to any irrigation component including, but not limited to controllers, repeaters, weather monitoring stations, sprinklers, sprayers, access boxes, poly-hose, or pipe that would affect the irrigation pattern or otherwise cause for the malfunction of any County maintained irrigation system.
- e. Discharging a projectile from any firearm, cannon, compressed air or gas operated weapon, bow, crossbow, slingshot, or other deadly or dangerous weapon except in the defense of life or property or upon the authorization of the Board of Supervisors.
- f. Possessing, using, discharging or selling any firecrackers, torpedoes, rockets, explosives, or other fireworks of any type.
- g. Hunting for wild animals or wild birds.
- h. Trespassing upon any area, building, or portions thereof which are posted with signs disallowing entry or when gates, doors or other means of access are closed or locked for the purpose of prohibiting entry.
- i. Walking, standing, or sitting upon or otherwise use any monument, vase, fountain, railing, fence, or other property not designated or customarily used for such purposes.
- j. Disposing of, introducing or otherwise exposing any chemical, material or agent that may result in the pollution, temperature adjustment, chemical balance, aesthetic quality, change of color, change of texture or otherwise alter the natural occurrence of any body of water, water surface or water feature.
- k. Urinating, defecating or otherwise excreting any bodily fluid and/or by-product except within designated restroom areas. It shall be unlawful for males to use said restroom areas exclusively designated and marked for females, and for females to use said restroom areas exclusively designated and marked for males; provided however that restroom designation shall not apply to children accompanied by an adult person.
- l. Distributing, circulating, giving away, throwing or otherwise depositing any handbill, circular, dodger, pamphlet, paper or advertisement or post or affix the same to any tree, fence, building, or other property.

- m. Producing any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area as outlined in Chapter 8.20 of the Yuba County Ordinance Code.

**8.77.190 Violations and Penalties.** Except as otherwise provided in this chapter, any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction thereof is punishable by imprisonment in the County jail for a term not exceeding six months or a fine not exceeding one-thousand dollars (\$1,000.00) or both. Each separate day during which any violation occurs is a separate offense.

**8.77.200 Enforcement.** The provisions of this chapter may be enforced by any duly appointed peace officer. Any person authorized to enforce the provisions of this chapter may issue such citation or notice to appear as may be appropriate under the circumstances.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

# The County of Yuba

## Community Development & Services Agency

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**TO:** BOARD OF SUPERVISORS

**FROM:** WENDY HARTMAN, PLANNING DIRECTOR *W. Hartman*

**SUBJECT:** ADOPT AN URGENCY ORDINANCE ADOPTING INTERIM ZONING PROVISIONS TO ENSURE THAT PHYSICAL DEVELOPMENT IN THE COUNTY OCCURS IN CONFORMANCE WITH THE 2030 GENERAL PLAN

**DATE:** JUNE 14, 2011

### ***Recommendation:***

That the Board of Supervisors adopt an urgency ordinance adopting interim zoning provisions to ensure that physical development in the County occurs in conformance with the 2030 General Plan and that the Board approve the Guidelines provided in Attachment 2 for Determining General Plan Conformity.

### ***Background:***

The County has completed a comprehensive update of the Yuba County General Plan and certification of the General Plan Environmental Impact Report. The General Plan serves as the development guide for the County and is long-range (20 years) in scope. A primary implementing tool of the General Plan policies and goals are the development codes contained in Yuba County Ordinance Title XI Planning and Title XII Zoning Code.

State of California Government Code §65860 and various court cases requires consistency between the zoning regulations and the general plan. The General Plan Update will require adoption of numerous changes to the Zoning Ordinance in order to implement the updated General Plan.

### ***Discussion:***

Adoption of an interim zoning ordinance ensures that development will be consistent with the 2030 GP goals and policies. The following are salient features of the interim ordinance:

1. Guidelines for determining General Plan conformity: These guidelines will include Board of Supervisors adopted guidelines and "best fit" zones for the various land use designations (Attachment 2).

2. Determination of General Plan conformity by CDSA Director: Provides guidance to determine if a use is appropriate for the GPU land use designation, goals, objectives, and policies.
3. Planning Entitlement Process: Provides a description of the planning entitlement process for scenarios based on the degree of conformity to the GPU.
4. Administrative Approval Determinations: Establishes an Administrative Approval process.
5. General Plan Consistency Findings: Sets forth findings that provide the basis for determining if a specific development proposal is consistent with the GPU.
6. New Definitions: Provides definitions of agricultural related uses (farmers market, farm store, produce stands) encouraged by the General Plan that are not in the current zoning ordinance:

Staff is requesting that the interim zoning ordinance be adopted as an urgency ordinance in order to prevent a lapse in consistency between the General Plan and Zoning Ordinance. Upon Board adoption, the urgency interim zoning ordinance would become effective immediately for a period of 45 days and could be extended as necessary.

**Committee Action:**

While urgency ordinances are not typically presented to a committee for recommendation, this item was discussed at a workshop with the Planning Commission on May 18, 2011 to bring the Commission up to date on the proposed UDC/CAP and Interim Zoning Ordinance and receive initial comments to be forwarded to the Board of Supervisors. The Commission's primary concern was whether the interim zoning ordinance was going to change the current zoning designation of people's property or affect their ability to split their property. *The interim ordinance will not change the current zoning designation of properties. Land owners that currently have more land than required by their base zoning designation will still be able to subdivide their property consistent with the requirements of the Subdivision Map Act, Chapter 11.15 of the Yuba County Code, and minimum parcel size of their base zoning designation.*

Comments from the public at the Planning Commission Workshop included questions on whether there was going to be public and Planning Commission involvement in the update of the zoning ordinance, did the interim ordinance impact the ability for projects within the Planning Reserve to move forward; and comments regarding General Plan policies. *The comprehensive update of the zoning ordinance and other development codes (Unified Development Code - UDC) will occur through the Strategic Growth Council grant that the County was recently awarded. Similar to the General Plan update process, the update of the zoning ordinance (UDC) will include a variety of workshops and public hearings with the public, Planning Commission, Advisory Committee, and Board of Supervisors. Processing projects within the Planning Reserve will occur as outlined in the General Plan.*

**Environmental Determination:**

The Board of Supervisors certified an EIR for the 2030 General Plan on June 7, 2011. Since certification of the EIR, none of the conditions described in Public Resources Code section 21166 or California Environmental Quality Act Guidelines sections 15162 or 15163, calling for preparation of a subsequent or supplemental EIR, have occurred. The interim ordinance establishes a General Plan consistency determination process for discretionary and ministerial permits, pending adoption of applicable programs and ordinances to implement the 2030 Yuba County General Plan. As such, it has no potential to result in any incremental direct or indirect

physical changes in the environment beyond those disclosed and analyzed in the certified General Plan EIR.

***Fiscal Impact:***

Adoption of the Urgency Ordinance will not have an impact on the general fund.

***Attachments:***

1. Urgency Ordinance
  - a. Interim Zoning Ordinance (Chapter 12) & Changes to Chapter 13: Fees
2. Guidelines for Determining General Plan Conformity

**ORDINANCE NO. \_\_\_\_\_**  
**AN URGENCY ORDINANCE OF THE YUBA COUNTY**  
**BOARD OF SUPERVISORS ADOPTING**  
**INTERIM ZONING PROVISIONS TO ENSURE THAT**  
**PHYSICAL DEVELOPMENT IN THE COUNTY**  
**OCCURS IN CONFORMITY WITH THE GENERAL PLAN AND AMENDING**  
**SECTION 13.20.300 ADDING FEES FOR ADMINISTRATIVE PERMITS**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_\_, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Chairperson of the Board of Supervisors**  
**County of Yuba, State of California**

**ATTEST: DONNA STOTTLEMEYER**  
**Clerk of the Board of Supervisors**

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

**APPROVED AS TO FORM**  
**Angil Morris-Jones, County Counsel**

By: Mania Bryant - Bellard

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. Findings and Declarations

1. On June 7, 2011, the County of Yuba Board of Supervisors (hereinafter "Board") adopted the 2030 General Plan following the certification of a Final Environmental Impact Report (hereinafter "EIR") and adoption of findings of fact and a statement of Overriding Considerations pursuant to the California Environmental Quality Act (CEQA).
2. The General Plan is an update of the 1996 Yuba County General plan and includes changes to land use classifications and new policies not contained in the 1996 General Plan.
3. Pursuant to Government Code Section 65356, the General Plan was adopted by resolution, and it took effect on June 7, 2011.
4. To ensure consistency between the zoning ordinance (Title XII of the County Code) and the General Plan, the County must update the zoning ordinance to be consistent with the General Plan land use designations and policies.
5. Additionally, the General Plan modified some policies, deleted other policies, and added new policies to those found in the 1996 General Plan. To implement and ensure consistency with the policies in the General Plan, the County will need to revise a number of Titles of the Yuba County Code, including but not limited to Development Code (Title XI) and Zoning Ordinance (Title XII).
6. Pursuant to General Plan Action CD5.1 the County will update the County's land use regulations to ensure their consistency with the General Plan. Because this work and revisions of the zoning, subdivision, and other ordinances are projected to take up to 18 months, this interim ordinance is necessary to ensure that development inconsistent with the General Plan does not occur pending the adoption of ordinances and programs implementing the General Plan.
7. Government Code section 65858 authorizes the Board of Supervisors to protect the public health, safety, and welfare by adopting an interim ordinance as an urgency measure or prohibit uses that may be in conflict with zoning and other land use regulations that are under consideration. The Board of Supervisors finds that without consistency between the General Plan and zoning ordinance as required by Government Code section 65860 there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional development permits such as subdivisions, use permits, variances, buildings permits, or any other

applicable entitlement would result in a threat to public health, safety, or welfare.

This urgency interim ordinance is necessary to protect the public health, safety and welfare by prohibiting the issuance of permits unless such permits or entitlements are subject to review and consistency with the 2030 General Plan.

8. An urgency ordinance is necessary for the immediate preservation of the public peace, health, and safety in that the issuance of development permits which are inconsistent with the General Plan inhibits community-desired development patterns and prevents the General Plan from acting as the constitution for development within the County, a foundation upon which all land use decisions are to be based. Further, where such zoning inconsistencies exist, the inconsistency with the General Plan violates the provisions of Government Code Section 65860. Authority for establishing interim zoning measures is afforded by Government Code Section 65858.
9. It is the intent of the Board of Supervisors to require such a consistency determination as part of the permit decision-making process until applicable implementing ordinances/programs of the General Plan have been adopted. Consistency determinations shall be made by the Director of the Community Development and Services Agency and as set forth in "Attachment A" hereof and by this reference incorporated herein as though set forth in full.
10. Since certification of EIR, none of the conditions described in Public Resources Code section 21166 or California Environmental Quality Act Guidelines sections 15162 or 15163, calling for preparation of a subsequent or supplemental EIR, have occurred. The interim ordinance establishes a General Plan consistency determination process for discretionary and ministerial permits, pending adoption of applicable programs and ordinances to implement the 2030 Yuba County General Plan. As such, it has no potential to result in any incremental direct or indirect physical changes in the environment beyond those disclosed and analyzed in the certified General Plan EIR. The determination that no subsequent EIR is required is based on substantial evidence in the record of proceeding.

Section 2. Section 12.01(A) of Chapter 12 of Title XII, the Yuba County Zoning Ordinance Code, is hereby added and Section 13.20.300 of Title XIII, the Yuba County Consolidated Fee Ordinance is hereby amended as reflected in Attachment "A" hereof, and by this reference 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.

Section 4. Pursuant to findings and declarations set forth in this ordinance, the Board declares that this ordinance is necessary as an urgency measure for the protection of public health, safety and welfare and shall take effect immediately upon its passage for the reasons set forth herein. This ordinance shall expire 45 days thereafter unless extended pursuant to law.

## **Chapter 12.01(A)**

### **GENERAL PROVISIONS AND GENERAL PLAN CONFORMITY**

#### **Sections:**

- 12.01(A).010 Title of Zoning Ordinance.**
- 12.01(A).020 Title of General Provisions.**
- 12.01(A).030 Conformity with General Plan required.**
- 12.01(A).040 Exceptions to requirement for General Plan conformity.**
- 12.01(A).050 General Plan prevails over Zoning Ordinance and Subdivision Regulations.**
- 12.01(A).060 Guidelines for determining General Plan conformity.**
- 12.01(A).070 Determination of General Plan conformity by CDSA Director.**
- 12.01(A).080 Application form and fees.**
- 12.01(A).090 Appeal of Director's determination.**
- 12.01(A).100 Planning Entitlement Process**
- 12.01(A).110 Administrative Approval**
- 12.01(A).120 General Plan Consistency Findings**
- 12.01(A).130 New Definitions**

#### **12.01(A).010 Title of Zoning Ordinance.**

This title shall be known as the Yuba County Zoning Ordinance Title XII, may be cited as such, and will be referred to herein by such title or as "Zoning Ordinance."

#### **12.01(A).020 Title of General Provisions.**

The provisions of Chapters 12.01(A) through 12.01 shall be known as the General Provisions of the Zoning Ordinance.

#### **12.01(A).030 Conformity with General Plan required.**

Except as otherwise provided by Section 12.01(A).040, no activities or facilities shall be established, substituted, expanded, constructed, altered, moved, , or otherwise changed, and no lot lines shall be created or changed, except in conformity with the Yuba County General Plan. To the extent that there is an express conflict between the Yuba County General Plan and the Zoning Ordinance, this requirement shall supersede the requirement for conformity with the Zoning Ordinance stipulated in Section 12.01.050.

#### **12.01(A).040 Exceptions to requirement for General Plan conformity.**

The provisions of this chapter shall not be construed to preclude the operation, maintenance, and occupancy of any activity or facility that existed lawfully prior to the effective date of this chapter. Such activities and facilities shall be subject to the nonconforming use regulations set forth in Chapter 12.10 ARTICLE 6. NONCONFORMING USES.

**12.01(A).050 General Plan prevails over Zoning Ordinance and Subdivision Regulations.**

Until the Zoning Ordinance is updated, land use designations, zoning controls and subdivision controls specified by the Zoning Ordinance and Subdivision Regulations shall apply, except where such action would expressly conflict with the Yuba County General Plan. Where an express conflict does arise, the General Plan policies and land use designations shall apply. An “express conflict” shall be deemed to be any situation where a proposal clearly conforms with the General Plan but is not permitted by the Zoning and/or Subdivision Regulations, or where a proposal clearly does not conform with the General Plan but is permitted, administratively permitted, or conditionally permitted by the Zoning and/or Subdivision Regulations. The provisions of Sections 12.01(A).060 through 12.01(A).070 shall be used to determine whether an express conflict exists and the provisions of Sections 12.01(A).80 through 12.01(A).120, as applicable, shall then be followed.

**12.01(A).060 Guidelines for determining General Plan conformity.**

The Board of Supervisors shall adopt guidelines for determining the General Plan conformity of any specific proposal. Such guidelines shall address activity and facility types, density and intensity of development, and relevant General Plan policies. They shall also identify the “best fit” zones of the Zoning Regulations, and other possible zones, corresponding to the land use classifications of the General Plan.

**12.01(A).070 Determination of General Plan & Zoning Ordinance conformity by Community Development & Services Agency Director.**

The Community Development & Services Agency Director (CDSA Director) or his or her designee shall determine whether any specific proposal conforms to the General Plan. The Director shall use the guidelines adopted pursuant to Section 12.01(A).060 in making this determination. The Community Development & Services Agency Director shall also determine if the zoning district where the proposal is located allows for the proposed use.

- (1) Determination of Zoning and/or Subdivision Ordinance compliance for unlisted uses. If a proposal or proposed use is not specifically listed or identified as allowed by Zoning, the CDSA Director may determine that the proposal is consistent with the Zoning Ordinance if:
  - a. The common functional, product or compatibility characteristics and activities associated with the proposal are consistent with one of the use types identified in Title XII listed as a principally permitted use type within that zoning district; and
  - b. The proposed use will be consistent with the goals, objectives and policies of the General Plan.
  - c. The CDSA Director may forward questions about permitted uses directly to the Planning Commission for an interpretation at a public hearing as outlined in Section 12.01.040.
  - d. The Director shall maintain a written record of all such determinations.

**12.01(A).080 Application form and fees.**

Any interested party may submit a request for a General Plan conformity determination on an application form provided by the Planning Department. The completed and signed application must be submitted to the Planning Department along with payment of a fee as set forth by Section 13.20.300, and provision of any other information required by the Community Development & Services Agency Director in order to determine conformity with the General Plan. A conformity determination

application is not required when a specific proposal is clearly consistent with the General Plan, General Plan Land Use Diagram, and Zoning Ordinance. The specific proposal shall be subject to all provisions of the zone, including but not limited to any required conditional use permit.

**12.01(A).90 Appeal of Director's determination.**

Decisions of the Community Development & Services Agency Director may be appealed in writing within ten calendar days to the Board of Supervisors in accordance with Section 2.25.050.

**12.01(A).100 Planning Entitlement Process**

Table 1 outlines and provides a description of the planning entitlement process for five scenarios based on the degree of conformity to the 2030 General Plan and compliance with the Zoning and/or Subdivision Ordinances. Table 2 outlines whether an administrative approval, minor conditional use permit, or conditional use permit (CUP) is required.

**Table 1: Planning Entitlement Process**

Scenario No.	General Plan 2030	Zoning and/or Subdivision	Planning Entitlement Process
1	Proposal conforms to 2030 General Plan	Proposal is allowed by Zoning and/or Subdivision Ordinance	<p>The permitting process for the proposal shall be consistent with the requirements and entitlement process as set forth in the Zoning and Subdivision Ordinances.</p> <p>Minor expansion of existing uses may be processed as an administrative approval as outlined in Table 2.</p>
2	Proposal conforms to 2030 General Plan	Proposal is not allowed by Zoning and/or Subdivision Ordinance	<p>The permitting process for the proposal would vary and is described in the following subsections A and B:</p> <p>A. The proposal could require an administrative approval, minor conditional use permit, or conditional use permit as outlined in Table 2 and can make the General Plan Consistency Findings listed in Section 12.01(A).120.</p> <p>B. The project proponent may apply for a rezone. Any such rezoning shall be for a "best fit district" corresponding to the general plan land use designation in which the proposal is located. If such a rezoning is approved, then the proposal shall be subject to all provisions of the zoning district.</p>
3	2030 General Plan is silent or not clear regarding conformity of the proposal	Proposal is allowed by Zoning and/or Subdivision Ordinance	<p>The proposal would be required to make General Plan consistency findings as listed in Section 12.(A).120, and the proposal shall be consistent with requirements and entitlement process as set forth in the Zoning and Subdivision Ordinances.</p> <p>Minor expansion of existing uses may be processed as an administrative approval as outlined in Table 2.</p>

4	2030 General Plan is silent or not clear regarding conformity of the proposal	Proposal is not allowed by Zoning and/or Subdivision Ordinance	The proposal would be required to make General Plan consistency findings as listed in Section 12.(A).120, and would require a rezoning. Any such rezoning shall be for a "best fit district" corresponding to the general plan land use designation in which the proposal is located. If such a rezoning is approved, then the proposal shall be subject to all provisions of the zoning district.
5	The proposal does not conform to the 2030 General Plan	The proposal is not allowed by Zoning and/or Subdivision Ordinance	The proposal would need to be modified to conform to the General Plan and then processed pursuant to Scenario 2 Planning Entitlement Process.

**Table 2: Administrative Approval or Conditional Use Permit Required**

Proposal/Use Type	Administrative Approval Zoning Administrator (AP)	Minor CUP Zoning Administrator	Major CUP Planning Commission
<b>Expansion of an existing conditional use permit</b>	0-25% expansion of use or facilities (does not include regional facilities)	25.1-50% (does not include regional facilities)	Additions/expansions in excess of 50%
<b>Expansion of a nonconforming use</b>	expansion of use when there is no increase in building footprint	Up to 25 % expansion of an existing facility/structure	Expansions in excess of 25%
<p><b>Home Based Businesses:</b> Shall comply with Chapter 12.95 except as provided in this Table. Off street parking shall be provided as determined by the Community Development &amp; Services Agency Director based on the requirements of Chapter 12.85 and characteristics of the specific business.</p> <p>Home Based Businesses that meet <u>all</u> of the requirements of Chapter 12.95 do not require approval of either an AP or CUP.</p>	<p>Allow up to 1 non-resident employee</p> <p>Does not exceed 4 vehicle trips/hr and no more than 16 vehicle trips/day (business related)</p> <p>Sales and display areas of up to 300 ft<sup>2</sup> may be permitted.</p> <p>Within A/RR, AE, &amp; RRE development standard 12.95.010(3) does not apply.</p>	<p>Within A/RR, AE, &amp; RRE zone districts:</p> <ul style="list-style-type: none"> <li>• up to 3 employees</li> <li>• does not exceed 8 vehicle trips/hr and no more than 32 vehicle trips/day (business related)</li> <li>• Requires less than 10 parking spaces</li> <li>• Business is conducted outdoors or sales area exceeds 300 ft<sup>2</sup></li> </ul>	<p>Uses that exceed the thresholds of a minor CUP are not typical home-based businesses and shall be located in zone districts that allow for commercial uses.</p>

<b>Agricultural Businesses</b> (shall be compatible with surrounding neighborhood)	Produce stands up to 500 ft <sup>2</sup>  Certified farmers markets located on developed site with established parking	Farm stores requiring less than 10 parking spaces  Agricultural processing (may have sales/display areas up to 300ft <sup>2</sup> of non-agricultural products)  Noncertified farmers markets located on developed site with established parking  Certified & noncertified farmers markets on undeveloped sites	Agricultural processing with sales/display areas in excess of 300 ft <sup>2</sup> of non-agricultural products  Farm stores requiring more than 10 parking spaces  Agriculturally based businesses within the AE & A/RR zone districts not currently listed in the Zoning Ordinance
<b>Other Uses</b>	Not applicable	Less than 10 required parking spaces & does not exceed 30 vehicle trips/p.m. peak hr and 10% of current roadway volume.	Exceeds 10 required parking spaces or 30 vehicle trips/p.m. peak hr and 10% of current roadway volume..

Note: Projects designated as Planning Reserve within the 2030 General Plan shall be processed in accordance with General Plan Policy CD13.4.

#### **12.01(A).110 Administrative Approval**

An administrative Permit is a request for a minor land use action that has minimal potential of negatively affecting surrounding properties and is typically exempt under the California Environmental Quality Act (CEQA). Given the ancillary nature of these types of uses, the only improvement standards required are those mandated by state or federal law or Title 10 of the Yuba County Code. All development standards related to setbacks, site coverage, and height restrictions shall also apply.

- (1) The Planning Director or his or her designated representative acting as the Zoning Administrator may waive the requirements for a public hearing and make decisions on applications for an administrative approval when the proposal meets all of the following criteria:
  - a. The proposal does not exceed development thresholds set forth in ARTICLE 9. ZONING ADMINISTRATOR and Section 12.01(A).120.
  - b. The proposal complies with all development standards for the zone except as allowed by Section 12.01(A).110 and 12.01(A).100 Table 2.
  - c. The proposal complies with noise standards set forth in CHAPTER 8.20 NOISE REGULATIONS.
  - d. All other existing uses or structures on the parcel are in compliance with the Yuba County Ordinance Code.

- e. The proposal can make all General Plan Consistency Findings in Section 12.01(A).120.
- (2) Application for an administrative approval permit shall be made to the Planning Department in writing on a form prescribed by the Planning Department. Said application shall be accompanied by a fee set by Section 13.20.300. The approving authority for an administrative permit shall be the Zoning Administrator, and following public notice pursuant to Government Code §65091, may waive the requirement for a public hearing if the project is exempt from the California Environmental Quality Act (CEQA). If a public hearing is requested or required, the Zoning Administrator shall schedule and notice the permit for a public hearing by the Staff Development Committee.
    - a. Requests for a public hearing shall be made to the Planning Department in writing on a form prescribed by the Planning Department and accompanied by a fee set by Section 13.20.300. Requests for public hearing shall be made within ten days of the date listed on the public notice.
  - (3) The approving authority may approve, approve with conditions, or deny an Administrative Permit. The approving authority shall make the following findings to approve an administrative permit:
    - a. The proposed use or development is consistent with the Yuba County General Plan and any applicable Specific Plan or Community Plan;
    - b. The proposed use or development conforms with all applicable standards and requirements of this Title; and
    - c. The location, size, design, and operating characteristics of the use or development is compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.
  - (4) Appeals: Decisions of the Zoning Administrator or Staff Development Committee regarding an Administrative Permit may be appealed in writing within ten calendar days to the Board of Supervisors in accordance with Section 2.25.050.

#### **12.(A).120 General Plan Consistency Findings**

The three General Plan Consistency Findings listed below provide the basis for determining if a specific development proposal is consistent with the 2030 General Plan. The findings require that the proposal is appropriate with characteristics of the surrounding neighborhood and consistent with the designated General Plan land use designation and applicable General Plan policies. Also, it is required that the proposal promotes the implementation of the General Plan. Approving Authority in making a determination if a specific development proposal is consistent with the 2030 General Plan shall find as follows:

- (1) The proposal is clearly appropriate in consideration of the characteristics of the surrounding area;

- (2) The proposal is clearly consistent with the intent and desired character of the relevant land use designations(s) or the 2030 General Plan and any associated General Plan policies; and
- (3) The proposal will clearly promote implementation of the 2030 General Plan.

**12.(A).130 New Definitions**

Section 12.01(A).100 introduces several new terms that are not currently defined in Chapter 12.05. When making zoning compliance determinations the Community Development & Services Agency Director may also utilize the American Planning Association "A Planners Dictionary" for uses and definitions not included in this Title. Below are new definitions not currently listed in Chapter 12.05 and minor revisions to existing definitions provided in Chapter 12.05:

- (1) Farmers Market shall mean a temporary location where seasonal agricultural products are sold by producers directly to consumers. Farmer's Markets shall occur no more than three days per week on any one site, shall have direct access to a County Maintained Road, shall provide adequate area for vehicles to enter and exit site without impeding public right of way, provide onsite parking, shall not interfere with other permitted uses on the site, and are limited to operating during daylight hours.
  - a. Certified Farmers Markets shall be operated in accordance with the California Food & Agriculture Code regulations governing Certified Farmers' Markets.
  - b. In addition to any required land use entitlements, farmers markets shall obtain all required permits/clearances from the County Agricultural Commissioner and Environmental Health Department.
- (2) Farm Store shall mean a permanent structure, intended to be used for the display or sale of unprocessed and processed agricultural products grown and/or processed in the Yuba Sutter area and sold directly to consumers. Farm stores are limited to a maximum of 300 square feet of retail/display area for non -agriculturally related goods such as but not limited to prepackaged beverages and snacks; promotional materials; and other local products/crafts.
- (3) Produce Stands shall mean a temporary or permanent structure up to 500 ft<sup>2</sup> in size or occupying up to 500 ft<sup>2</sup> of an existing permitted structure to be used for the display or sale of unprocessed agricultural products sold directly to consumers from a farm site which includes products grown on site as well as unprocessed agricultural products from neighboring farms. "Unprocessed" for the purposes of this section shall be defined as an agricultural product in its raw or natural state such as but not limited to fruits, vegetables, eggs, raw meats, honey, and olive oil. Free standing produce stands that are exempt from Title 10 do not require an Administrative Permit.



- (4) 12.05.020(114) Retail store shall mean a business of selling goods, wares or merchandise directly to the ultimate consumer. Sales/display areas less than 300 square feet in area and ancillary to a permitted use are not considered retail for the purposes of this Title.

**Portions of Chapter 13 Section 13.20.300 shall be amended  
as follows:**

**The following Planning fees shall be added:**

<b>NAME OF FEE</b>		<b>FEE FY11/12</b>
Administrative Permit (no hearing)		\$420.00
Administrative Permit additional fee for hearing (applicant)		\$210.00
Request for Administrative Permit Hearing		\$105.00

### GUIDELINES FOR DETERMINING GENERAL PLAN CONFORMITY

Section 12.01(A).060 of the Interim Ordinance requires that the Board of Supervisors approve guidelines that will be used to assist County staff in making General Plan conformity determinations. The following draft guidelines are provided to the Board for consideration. If approved by the Board, these Guidelines will be used by the Community Development & Services Director as the basis for determining whether a specific proposal is consistent with the General Plan.

The Guidelines include three sections which have been taken directly from the 2030 General Plan:

- **Section A** includes Table 1 and Table 2 from the Community Development Element. These two tables provide information on the eight (8) land use classifications that are used in the 2030 General Plan and their associated intent, allowable uses, and intensity/density of allowed uses.
- **Section B** includes a table (Table 3) which provides a summary of key goals and policies related to allowed uses and is meant to be a base line for determining whether a specific proposal is consistent with the 2030 General Plan goals and policies.
- **Section C** is taken from Appendix A of the 2030 General Plan (Land Use – Zoning Consistency). This Table (Table 4 Best Fit Zones) identifies the zoning designations that are most compatible with the eight (8) General Plan land use categories.



## 2030 General Plan Land Use Framework

The following sections describe allowable land use for the unincorporated County. Yuba County's 2030 General Plan envisions reinvestment in existing developed portions of Linda and Olivehurst, along with new developments in designated specific plan and community plan areas. Along with development, the County has provided for conservation of important land-based natural resources, as described in this Element and in the Natural Resources Element.


### General Plan Land Use Designations and Diagram

Following is a description of Yuba County's General Plan land use designations, allowable land uses, and development density and intensity standards.

The designations are intentionally written to be both comprehensive and broad, allowing great flexibility in implementation, according to the goals and policies presented throughout this General Plan. The Yuba County Zoning Ordinance is the primary implementation tool for regulating more precise land use and development standards (density, intensity, setbacks, minimum lot size, etc.). Adopted specific plans and community plans also provide more precise direction regarding land use and development, with some specific plans superseding the County's zoning for the subject plan area.

Land use designations are described in Table Community Development-1. The location of the County's General Plan land use designations is presented in Exhibit Community Development-2. Please also refer to Appendix A, which contains a matrix correlating land use designations with appropriate existing zoning district designations.






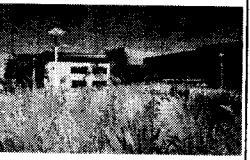
**Table Community Development -1**  
**General Plan Land Use Designations, Intent, and Allowable Uses**

LAND USE DESIGNATION	INTENT AND ALLOWABLE USES
<b>Valley Neighborhood</b> 	<p><b>Intent:</b> This is a mixed-use land use designation that allows a wide variety of residential, commercial, public and quasi-public, open space uses. The intent is to provide for the full range of housing types, commercial and public services, retail, offices, civic uses, recreational amenities, and other components of a complete neighborhood in valley portions of the County.</p> <p><b>Allowable uses:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Residential:</b> detached and attached single-family residences, small-lot single-family homes, second units, apartments, condominiums, and other types of housing in single-use and mixed-use formats.</li> <li>▪ <b>Commercial:</b> retail, commercial services, cultural and entertainment uses, offices, and other compatible commercial uses, both basic (export) and non-basic (neighborhood/community-serving). Light industrial uses may be allowed, provided compatibility and performance standards are met.</li> <li>▪ <b>Public and quasi-public:</b> Schools, child care, agency offices and service centers, health clinics, fire stations, law enforcement stations, infrastructure, places of worship, community halls and centers, and other cultural and civic land uses.</li> <li>▪ <b>Open space:</b> Active and passive parkland, linear parks, recreation facilities, multi-use recreation and stormwater management facilities, natural areas, drainage swales, community gardens, and other types of open space-oriented uses.</li> </ul>



# YUBA COUNTY GENERAL PLAN

**Table Community Development -1**  
**General Plan Land Use Designations, Intent, and Allowable Uses**

LAND USE DESIGNATION	INTENT AND ALLOWABLE USES
<b>Commercial Mixed Use</b> 	<p><b>Intent:</b> Accommodate a mix of non-residential uses with opportunities for higher-density residential development in a mixed-use setting. This designation allows both vertical mixed use (different uses in one building) and horizontal mixed use (different uses adjacent to one another).</p> <p><b>Allowable uses:</b> commercial retail and services, offices, business support services, light industrial, medical services, higher-density residential development, and public facilities and infrastructure.</p>
<b>Employment</b> 	<p><b>Intent:</b> Facilitate development of job-producing land uses and regional entertainment.</p> <p><b>Allowable uses:</b> sports, entertainment, cultural, and recreational uses; light and general industrial, manufacturing, research and development, warehousing, transportation / logistics, offices, agriculture related and agricultural processing, and other employment-generating uses; educational, medical, and other institutional uses; employee housing; public facilities and infrastructure; and retail, services, and workforce housing that is secondary to, and supportive of the primary employment-generating use.</p>
<b>Rural Community</b> 	<p><b>Intent:</b> Provide rural residential opportunities with supportive services and tourism-oriented uses consistent with the General Plan and as defined in community plans.</p> <p><b>Allowable uses:</b> residential; grazing, agricultural, forestry, and other natural resource-oriented commercial uses; agricultural processing; agriculture and natural resource-oriented tourism uses; local retail and commercial services; educational, medical, and other institutional uses; community halls and other cultural and civic land uses; parks and recreation facilities, multi-use recreation and stormwater management facilities, natural areas, and other types of open space-oriented uses; and public facilities and infrastructure.</p>
<b>Natural Resources</b> 	<p><b>Intent:</b> Conserve and provide natural habitat, watersheds, scenic resources, cultural resources, recreational amenities, agricultural and forest resources, wetlands, woodlands, minerals, and other resources for sustainable use, enjoyment, extraction, and processing.</p> <p><b>Allowable uses:</b> mining; agriculture, including viticulture and other types of cultivation; forestry; natural open space and nature preserves; mitigation banks, parks and recreational uses, and other natural-resource oriented uses; public facilities and infrastructure, including levees, levee borrow areas, and related facilities; and residential uses that are secondary to the primary natural resource-oriented use.</p> <p>Please also refer to the Natural Resources Element, which depicts major types of Open Space to be provided throughout the County during this General Plan time horizon.</p>
<b>Public / Quasi-Public</b> 	<p><b>Intent:</b> Provide for major public and quasi-public uses of all types. This designation is intended to account for some of the major public institutions in the County. But, there are also many other public uses and publicly owned lands incorporated into Valley Neighborhoods and Natural Resource areas.</p> <p><b>Allowable uses:</b> Public and quasi-public uses, such as schools and other educational facilities, parks, open space, hospitals, clinics, daycare centers, nature preserves, public facilities and infrastructure, and other public uses.</p>
<b>Employment Village</b> 	<p><b>Intent:</b> Facilitate development of job-producing uses in the Highway 65 corridor in a mixed-use environment.</p> <p><b>Allowable uses:</b> primary uses include light and general industrial, manufacturing, research and development, warehousing, rail-dependent uses, transportation/logistics, offices, agriculture related and agricultural processing; cultural, educational, medical, and other institutional uses; and recreation, open space, public facilities, and infrastructure. Retail, services, and housing (and mixed-use with housing) is allowed east of Bradshaw Road if such uses contribute to, or construct infrastructure needed to serve the primary employment-generating uses.</p>
<b>Planning Reserve</b>	<p><b>Intent:</b> Provide for long-term future population and employment growth needs.</p> <p><b>Allowable uses:</b> Allowable land use within the Planning Reserve Area shall be regulated according to allowable uses for the underlying land use designation.</p>



**Table Community Development-2  
Allowable Density and Intensity**

LAND USE DESIGNATION	LAND USE ALLOWABLE DENSITY/INTENSITY	
Valley Neighborhood	Residential	Between 3 and 40 units per gross acre
	Commercial, including light industrial (where compatible)	0.2 to 1.0 FAR
	Public and quasi public	Up to 1.0 FAR
	Open Space	N/A
	Mixed Use	Mixed-use projects may use either of 2 approaches to comply with the General Plan's density & intensity standards: <ul style="list-style-type: none"> <li>Combine proposed residential &amp; nonresidential building space and regulate according to the FAR allowed in the applicable zoning district/community plan designation/specific plan designation.</li> <li>Regulate the residential portion of the site by the allowed density in the applicable residential zoning district/community plan designation/specific plan designation and the nonresidential portion according to allowed intensity in the applicable nonresidential zoning district/community plan designation/specific plan designation.</li> </ul>
Commercial Mixed Use	Commercial, including light industrial	0.2 to 1.0 FAR
	Residential	Between 10 and 40 units per acre
	Mixed Use	Mixed-use commercial and residential projects may use either of 2 approaches to comply with the General Plan's density & intensity standards: <ul style="list-style-type: none"> <li>Combine proposed residential &amp; nonresidential building space and regulate according to the FAR allowed in the applicable zoning district/community plan designation/specific plan designation.</li> <li>Regulate the residential portion of the site by the allowed density in the applicable zoning district/community plan designation/specific plan designation and the nonresidential portion according to allowed intensity in the applicable nonresidential zoning district/community plan designation/specific plan designation.</li> </ul>
Employment	Nonresidential	Up to 1 FAR
	Residential	Between 16 and 40 units per acre (ancillary to primary employment-generating use).
	Mixed Use	Mixed-use commercial and residential projects may use either of 2 approaches to comply with the General Plan's density & intensity standards: <ul style="list-style-type: none"> <li>Combine proposed residential &amp; nonresidential building space and regulate according to the FAR allowed in the applicable zoning district/community plan designation/specific plan designation.</li> <li>Regulate the residential portion of the site by the allowed density in the applicable zoning district/community plan designation/specific plan designation and the nonresidential portion according to allowed intensity in the applicable nonresidential zoning district/community plan designation/specific plan designation.</li> </ul>
Employment Village	Nonresidential	Up to 1 FAR
	Residential	Between 3 and 40 units per gross acre (east of Bradshaw Road)
	Mixed Use	Mixed-use commercial and residential projects may use either of 2 approaches to comply with the General Plan's density & intensity standards



# YUBA COUNTY GENERAL PLAN

**Table Community Development-2  
Allowable Density and Intensity**

LAND USE DESIGNATION	LAND USE ALLOWABLE DENSITY/INTENSITY	
		(east of Bradshaw Road): <ul style="list-style-type: none"> <li>Combine proposed residential &amp; nonresidential building space and regulate according to the FAR allowed in the applicable zoning district/community plan designation/specific plan designation.</li> <li>Regulate the residential portion of the site by the allowed density in the applicable zoning district/community plan designation/specific plan designation and the nonresidential portion according to allowed intensity in the applicable nonresidential zoning district/community plan designation/specific plan designation.</li> </ul>
<b>Rural Community</b>	Residential	Overall density of 1 unit per 5 acres within Rural Communities, consistent with the relevant Community Plan. Dwellings should be clustered on smaller lots around Rural Centers. Residential development at the edges of Rural Community Boundary areas should generally occur on larger lots (of 20 acres or more). Refer to policies under the heading "Rural Areas" for guidance on lot size for clustered projects.
	Commercial	Up to 0.5 FAR
	Public and quasi public	Up to 0.5 FAR
	Open Space	N/A
	Mixed Use	Mixed-use projects may use either of 2 approaches to comply with the General Plan's density & intensity standards: <ul style="list-style-type: none"> <li>Combine proposed residential &amp; nonresidential building space and regulate according to the FAR allowed in the applicable zoning district/community plan designation/specific plan designation.</li> <li>Regulate the residential portion of the site by the allowed density in the applicable residential zoning district/community plan designation/specific plan designation and the nonresidential portion according to allowed intensity in the applicable nonresidential zoning district/community plan designation/specific plan designation.</li> </ul>
<b>Natural Resources</b>	Residential	Up to 1 unit and 1 second unit per parcel is allowed except for agricultural employee housing, which does not have a specific density limit, but is dependent on environmental site conditions, health and safety regulations, and availability of water, sewer, and other utilities.
	Non-residential	Up to 0.5 FAR
<b>Public / Quasi-Public</b>	Up to 1.0 FAR	
<b>Planning Reserve</b>	Density and intensity of development within the Planning Reserve shall be regulated according to the density and intensity allowed in the underlying land use designation.	

Notes: Gross acreage and net acreage are commonly used measurements of land area in planning and zoning. A gross acre is all land (including streets and rights-of-way) designated for a particular use, while net acreage excludes streets and other public rights-of-way, and other areas not included within proposed lots for development. Gross acreages are more often used in general plan land use designations, and net acreages are typically used in zoning codes and other types of development standards. This General Plan uses gross acreage to regulate residential density. The County will allow the FAR standards presented in this Community Development Element to be applied either before or after public streets or other non-developed areas are considered. Please refer to the Zoning Ordinance, which provides much more specific guidance on lot size, lot coverage, allowable building height, and other development standards that affect achievable densities and development intensities. The allowable density and intensity will vary, depending on the specific uses that are developed and the location of proposed use. In addition to the standards in this table and in the Zoning Ordinance, the allowable density and intensity is contingent on performance of the proposed uses related to water demand, wastewater demand, drainage, electricity, and other public infrastructure and service characteristics, as well as the current or planned availability of public infrastructure and services. The allowable intensity, use, and project configuration is also dependent on demonstration of compatibility with surrounding uses relative to light, glare, noise, air pollutant emissions, truck traffic, and other factors. Policies addressing these issues are included in the balance of the General Plan.

**TABLE 3 GOALS AND POLICIES**

The following goals and policies related to allowed uses are a base line when determining specific project conformity with the General Plan goals and policies. In addition to the following goals and policies, a specific proposal must also conform with additional General Plan goals and policies relevant to the proposal regarding issues such as project design and impact mitigation.

GOALS	POLICIES
GOAL CD1 Valley Growth Management: <i>Provide for efficient valley development patterns.</i>	<i>Policies: CD1.1; CD1.3; CD1.4</i>
GOAL CD2 Reinvestment: <i>Promote growth and reinvestment in existing developed unincorporated communities.</i>	<i>Policies: CD2.1; CD2.2; CD2.3</i>
GOAL CD3 Separating Land Uses: <i>Development patterns that minimize the adverse effects of incompatible land uses.</i>	<i>Policies: CD3.1; CD3.2; CD3.3; CD3.4</i>
GOAL CD4 Commercial and Employment Centers: <i>Accessible, convenient, and successful community retail, service, and employment centers.</i>	<i>Policies: CD4.6</i>
GOAL CD5 Valley Neighborhoods: <i>Valley Neighborhoods provide a long-term, high quality of life for the County's existing and future residents.</i>	<i>Policies: CD5.1; CD5.3; CD5.5</i>
GOAL CD6 Neighborhood Centers: <i>Provide higher-density housing, neighborhood services, and retail in pedestrian-friendly Neighborhood Centers.</i>	<i>Policies: CD6.1; CD6.2; CD6.3; CD6.4; CD6.5; CD6.6</i>
GOAL CD7 Mixed-Use Corridors: <i>Revitalize Yuba County's Mixed-Use Corridors to better serve existing Valley Neighborhoods.</i>	<i>Policies: CD7.3; CD7.6</i>
GOAL CD9 Rural Areas: <i>Preserve and enhance the rural character through development and conservation in Yuba County's Rural Communities and open space areas.</i>	<i>Policies: CD9.2; CD9.5; CD9.6; CD9.7; CD9.9; CD9.11</i>
GOAL CD13 Phasing and Location of Development: <i>Phasing and location of development that promotes efficient public infrastructure and services.</i>	<i>Policies: CD13.1; CD13.3; CD13.4; CD13.5; CD13.6</i>



GOALS	POLICIES
GOAL CD19 Freedom of Travel Mode Choice: <i>Roadway design, development patterns, and circulation systems that encourage walking, bicycling, and transit use.</i>	<i>Policies: CD19.1; CD19.2; CD19.3</i>
GOAL HS1 Flood Protection: <i>Reduce flood risk for the County's people and property.</i>	<i>Policies: HS1.1; HS1.2; HS1.3; HS1.4; HS1.6</i>
GOAL HS4 Airports: <i>Avoid land use conflicts with, and reduce exposure of people and property to risks from the County's airports.</i>	<i>Policies: HS4.2</i>
GOAL HS5 Greenhouse Gas Emissions & Climate Change: <i>Provide greenhouse-gas efficient development patterns and successfully adapt to future changes in Yuba County's climate.</i>	<i>Policies: HS5.3; HS5.4</i>
GOAL HS10 Noise and Vibration: <i>Ensure that noise does not substantially reduce the local quality of life.</i>	<i>Policies: HS10.10; HS10.11; HS10.14; HS10.16</i>
GOAL HS11 Healthy Communities: <i>Improve the overall health of Yuba County's residents.</i>	<i>Policies: HS11.1; HS11.5</i>
GOAL NR1 Recreational Areas: <i>High-quality, accessible public recreational open space.</i>	<i>Policies: NR1.6; NR1.7; NR1.8; NR1.15</i>
GOAL NR2 Urban Greening: <i>Improve Yuba County's urban areas and the environment through development of green public spaces.</i>	<i>Policies: NR2.1; NR2.2</i>
GOAL NR3 Farmland: <i>Provide for long-term, vibrant local agricultural operations.</i>	<i>Policies: NR3.1; NR3.8; NR3.9; NR3.11; NR3.13; NR3.14</i>
GOAL NR4 Forestry: <i>Ecologically and economically sustainable local forestry and timber harvest operations.</i>	<i>Policies: NR4.1; NR4.2; NR4.7</i>
GOAL NR8 Soil and Mineral Resources: <i>Provide for sustained mining operations as a fundamental component of the local economy.</i>	<i>Policies: NR8.1; NR8.3</i>
GOAL NR9 Visual Resources: <i>Preservation of Yuba County's important visual resources.</i>	<i>Policies: NR9.1; NR9.2; NR9.3</i>

**TABLE 4: BEST FIT ZONES FOR THE GENERAL PLAN LAND USE DESIGNATION**

ZONES THAT CORRESPOND TO GENERAL PLAN LAND USE DESIGNATION	VALLEY NEIGHBORHOOD	COMMERCIAL MIXED USE	EMPLOYMENT	EMPLOYMENT VILLAGE	RURAL COMMUNITY	NATURAL RESOURCES	PUBLIC/ QUASI-PUBLIC	PLANNING RESERVE
"AE" Exclusive Agricultural Zone	H	H	H	H	X	X	I	H
"A/RR" Agricultural/Rural Residential Zone	H	H	H	H	X	O <sup>1</sup>	I	H
"RRE" Rural Residential Estate Zone	I	I	I	I	X	I	I	I
"R-1" Single-Family Residential Zone	X	I	I	X	O	I	I	I
"R-2" Medium Density Residential Zone	X	I	I	X	O	I	I	I
"R-3" High Density Residential Zone	X	X	O	X	I	I	I	I
"NC" Neighborhood Commercial Zone	X	O	O	X	I	I	I	I
"RC" Rural Commercial Zone	O	O	O	O	X	I	I	I
"C" General Commercial Zone	O	X	O	O	O	I	I	I
"M-1" General Industrial Zone	O	O	X	X	I	I	I	I
"M-2" Extractive Industrial Zone	I	I	I	I	I	X	I	I
"I/C" Industrial/Commercial Zone	I	I	X	X	I	I	I	I
"M-3" Light Industrial Zone	O	O	X	O	I	I	I	I
"PF" Public Facilities Zone	X	X	X	X	X	O	X	O
"RZ" Recreational Zone	O	O	X	O	O	O	I	I
"S/E" Sports/Entertainment Zone	I	I	X	I	I	I	I	I
"TPZ" Timberland Preserve Zone	I	I	I	I	H	X	I	I
"FP-1" Floodplain Zoning	O	O	O	O	O	X	X	O
"PR" Planning Reserve	O	O	O	O	O	I	I	O
"AP" Airport Zone—Yuba County Airport	O	O	O	O	O	O	X	O
"BAFB" Beale Air Force Base Zone	O	O	O	O	O	O	X	O
"BAPZ" Brownsville Airport Zone	I	I	I	I	O	O	X	I
"SP-1" Specific Plan-East Linda	X	O	I	I	I	I	O	I
"RPZ" Resource Preserve Zone	I	I	I	I	O	X	X	I
"PUD" Planned Unit Development	O	O	O	O	O	I	I	I
Smartsville/Timbuctoo Community Boundary (STCB)	I	I	I	I	X	I	I	I

X = Zoning is consistent with the 2030 General Plan.

O = Zoning is consistent if proposed use is found to be consistent with goals, policies and actions of the 2030 General Plan

H = Zoning is consistent if used as a holding zone prior to approval of development.

I = Zoning is inconsistent with the 2030 General Plan

<sup>1</sup>Small rural residential properties (i.e. parcels typically ranging from 1-5 acres in size) existing at the time of adoption of the 2030 General Plan are considered consistent with the Natural Resources land use designation.

June 13, 2011

Honorable Board Members:

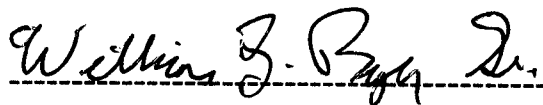
I have lived in the Dobbins Area for over 40 years. I have a small piece of property where I herd sheep and grow a small garden. In the past, I have participated in farmers' markets and sold excess produce, and I have purchased produce from others.

My understanding is that now you are about to make a consideration for a special farmers' market and store. It will be located directly across the road from my home. I think this is a bad idea and will lead to trouble in the community.

Everyone, whether they have large or small holdings, usually find time, if they are able, to put in a garden and/or raise some animals; sheep, goats, hogs, cattle. This is usually done with an eye to providing for themselves and a neighbor or 2 to cover costs, and sometimes a small profit for odds and ends. It is customary for the community to bring their excess to a farmers' market for barter and sale. There are several in the area. But the market does more than provide an arena for purchase and sales; it is also a community gathering that provides a place for the greeting of friends and introduction to strangers and newcomers, and the free, unfettered exchange of ideas. There is no manager or authority. It is truly the free market in action.

Your contemplated decision will change that. You will, by inference, bestow management or authority upon one person. You will destroy the free choice of market, allow importation of product, and diminish the ability of the community to remain independent. Not to mention that you will violate your own policies as you will create exhaust and noise pollution, increase traffic, and violate my Constitutional right to the peaceful enjoyment of my land and my privacy. This decision will change the physical, cultural, and political nature of our community. I am strongly opposed to this decision.

Sincerely,

A handwritten signature in cursive script, reading "William T. Bozza Sr.", written over a horizontal dashed line.

William T. Bozza Sr.  
10047 Frenchtown Dobbins Road  
Dobbins, Ca.  
(530) 692-1870

June 12, 2011

To Whom This May Concern

Re: Jenny Cavilier's Business Request at Indiana School/Frenchtown-Dobbins Road

Around May 21, 2011, I was contacted by Jenny concerning reopening her OREGON HOUSE FARMS business. To my knowledge, this business previously sold produce, eggs, prepackaged frozen beef & artisan items from the local area. The business ran on Saturday & Sunday only. Jenny asked if I would support her in her efforts to reopen. I told her that I did not have an opinion either way. I neither approved or disapproved. I understand her desire to have a small local business. I also understand that the immediate neighbors are impacted by the increased vehicular traffic her business brings. I have had vehicles coming up to my front gate to ask where this business was located.

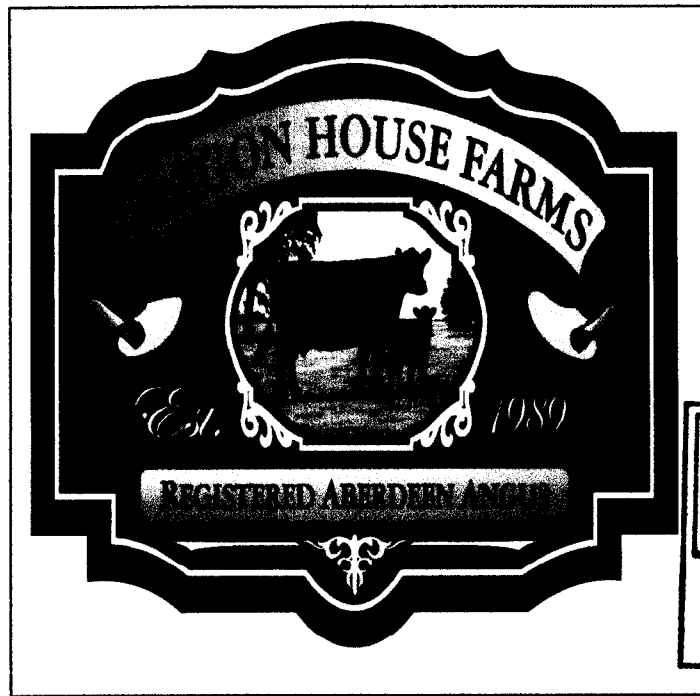
As stated, I do not have an opinion on the same type of business reopening. I DO have an opinion if the type of business is not as it was represented. I do not approve a business which is larger in scale then had previously existed. I do not approve if this business application is for the purpose of opening the door to a larger business in the future. I do not approve any business that requires on site slaughtering or an increase of cattle on the property. A larger business operation would have a negative impact on the roads and would be a deterrent to the local environment. As seen before, the local roadways are not capable of holding overflow parking for 'event' type gatherings. This area has a rural type atmosphere that the local residents find very appealing.

I regret not being at the Tuesday June, 14th meeting but I have previous obligations. I am open to discuss this further & can be reached at (530) 692-1588

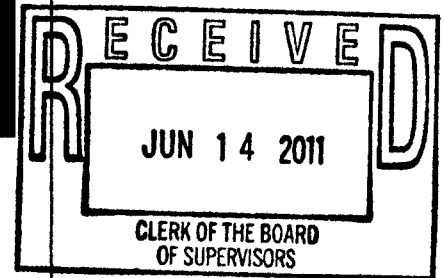
Sincerely,

A handwritten signature in cursive script that reads "Suzann Penry". The signature is written in black ink and is positioned above the printed name and address.

Suzann Penry  
14418 Tolles Ln.  
Oregon House, CA.



RECEIVED BY EACH  
BOARD MEMBER  
and CDSA



Oregon House Farms Headquarters located at 14582 Indiana School Road, Oregon House desires to reopen the Oregon House Farm Store on the weekends from 10:00AM to 3:00PM. The owner, Jenny Cavaliere, has petitioned the Yuba County Board of Supervisors for an exemption from commercial status to do so. It is with your support and approval, that the store will reopen on July 2<sup>nd</sup>, 2011 to market High Sierra Beef, eggs, honey and other farm raised products.

Name	Address	Phone Number	Support
Rich Johnson	8203 Marysville Rd	530-692-1377	Yes
Patricia Johnson	O.H.		Yes
Kim Hawthorne	14476 Seward Ln OH	530-692-9006	YES
GARY HAWTHORNE	14476 Seward Ln OH	530-692-9006	YES
Kim Whitecotton	14370 Seward Ln	530-692-9234	yes
Jim Whitecotton	14370 Seward Ln	530-692-9234	yes
Moller L.	14465 Seward Ln	530-692-2637	yes-

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13 June 2011  
Dobbins, California

The Yuba County Board of Supervisors:

I am writing this letter in response to a decision your are contemplating that will have very direct and negative affects on myself, family, property, and community. Your "urgency ordinance" has the appearance of a gift of public funds to a person who is your political appointee. The supervisors have appointed all of the board members of the North Yuba Water District. When you change hats, you become the majority of the Yuba County Water District. In this capacity you are directly involved with the NYWD by an obligation to build the New York Flat Reservoir for them. This agreement is over 50 years old and will take several hundreds of millions of dollars to complete. The reservoir was noted in the original county GP. However, it does not appear on the GPU. This set of circumstances has the appearance of misfeasance or malfeasance. Is this "urgency ordinance" a *quid pro quo* for this official's help in the disappearance? I worked with your appointee closely for over three years in an attempt to improve irrigation deliveries to our community and find her to be living in an ethical and moral desert.

Your research on the physical layout of the roads is appalling. Her property is on a corner where two roads converge. At both ends, there are blind curves; at the north end, it is a downhill blind curve where traffic can turn either left or right. The southern end is an uphill curve to the left, and oncoming traffic only becomes visible when a vehicle is well into the curve. The road is narrow so that vehicles slow, and often stop, to allow oncoming traffic to pass. At the entrance to her property, there is a large White Oak that causes the road to narrow even more; her driveway is so steep that vehicles spin their wheels to get up it; the driveway would need to be engineered under today's rules. The driveway is also flanked by earth berms so that the front of exiting vehicles need to be well into the street to see oncoming traffic. The edge of her road is soft shoulders. Two years ago Public Works came out, dug it up, and placed several loads of large drain rock in it at road level. Since then, with vehicles crowding the edges to pass, the rock has been pounded down to below street level. Extreme caution must be used for safe passage.

The first winter we were in the residence, a Wonder Bread truck coming down from Brownsville, failed to negotiate the turn and shot across the road, tore-out the fencing and landed 35 feet onto my land moving the eastern side of the streambed back six feet. A friend of mine reported that he tried to make a left turn there onto the gravel part of the road and dumped his bike. A young woman, whose family I know, tried to negotiate the road at a higher speed than was safe and her truck ended up on it's roof. At another time, a fellow being chased by the CHP lost control on the gravel and shot off into the low shoulder of my land. A second motorcyclist, attempting to take the right downhill turn, struck some gravel on the pavement and tore out 20 feet my fence. I was notified of it because he came to the house to ask if he could leave it there until he could get help to remove it. pick it up. One winter day, two young men came to the house looking for help . They had lost control of the car and ended-up, upside down in the stream bed. They were lucky to be alive.

I am hoping these examples will give you pause when thinking about increasing the traffic by 400 to 500 per cent. I took a straw poll during the year she was illegally

running her store and market. The market was held on the weekend and traffic increased from one or two cars an hour to 40 or 50 at one time; she opened up a pasture at one point to accommodate parking. Also, I think it is important to point out that the road is used by joggers, hikers, bicyclist, walkers, and horses. I can only imagine the chaos that will ensue if all or just a few of these various users meet at the same time.

What about pollution? There will be co2 increases, noise pollution, both crowd and vehicle, and light pollution if she decides to have a nighttime festival; not to mention chemical pollution. I am downhill from her property. Everything that ends up on the ground, herbicides, pesticides, animal feces, and other waste, makes its way downhill and under the road through culverts and into the stream on my property. The nutrients then contribute to algae bloom and unwanted natural plants that choke the stream bed. Another type of pollutant which will occur is litter. Not a day goes by that I do not go out on my property and finds empty beer cans, or soda bottles and cans, cups, papers, and even clothing and shoes. What will occur when it is hundreds of people passing by, not just a few.

The community is presently working on a Community Plan, pursuant to the planning law ( Government Code Sections 65000 - 66037). We had not considered any changes in zoning. When we vote on and present our Community Plan to the State, we may have to have you revise your plan so that the two plans can be consistent.

Finally, you took an oath to uphold, protect, and defend the US Constitution. The US Supreme Court has ruled that the specific guarantees in the Bill of Rights have penumbras establishing implied rights. One of the more important of these rights is the citizen's right to privacy. In imposing this "urgency ordinance" on my neighborhood, this board has violated my right to privacy, and the peaceful enjoyment of my land. Who, if not you, are the guardians of my rights?

A handwritten signature in black ink, appearing to read 'David Soares', written over a horizontal dashed line.

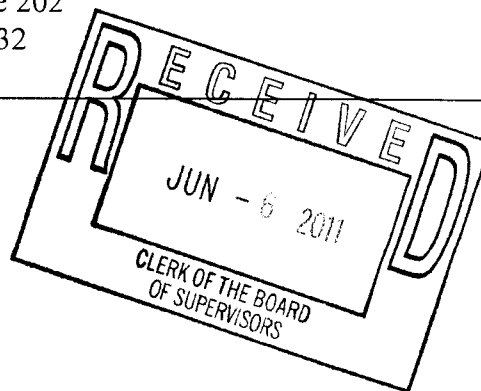
David Soares  
14577 Indianaschool Road  
POB 62  
Dobbins, Ca. 95935



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COLUSA COUNTY FISH & GAME ADVISORY COMMISSION  
546 Jay Street, Suite 202  
Colusa, CA 95932

---



June 3, 2011

All California Counties,  
Fish & Game Advisory Commissions

To Whom It May Concern:

Please see the attached copy of a letter that the Colusa County Fish & Game Commission submitted to the State. The Commission is asking that you review the letter and if you are in support, please consider submitting one from your agency to assist in these efforts.

Thank you,  
Holly Gallagher  
Commission Secretary

**BOS CORRESPONDENCE A**

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COLUSA COUNTY FISH & GAME ADVISORY COMMISSION  
546 Jay Street, Suite 202  
Colusa, CA 95932

---

June 3, 2011

Department of Fish & Game  
1416 Ninth Street  
Sacramento, CA 95814

CONFIDENTIAL

To Whom It May Concern:

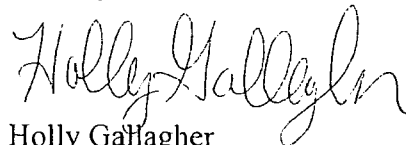
The Colusa County Fish & Game Commission would like request the wild pig be made a non-game animal. Under the current California law that defines the wild pig as a game animal the population has grown beyond a manageable state and seems to only be expanding.

The large pig population is detrimental to our state. They are a prolific breeder with very few natural enemies and can quickly overwhelm local ecosystems. They can cause tremendous damage to agricultural crops, wildlife and livestock. They carry and spread diseases that can affect our wildlife, cattle, swine and humans.

Wild pigs are considered a threat to native species and native plants in California, and unless we find better ways to manage the pigs, California could lose unique plants and animals. Wild pigs travel in herds, and create wallows, overturning native vegetation as they dig for food. Their rooting also damages the habitat of animals that live on or under ground such as amphibians, reptiles, mammals, and ground nesting birds. Rooting loosens soil, which may then be washed into streams and creeks, compromising water quality.

The Commission would ask that you take this matter into serious consideration. Removing the game status of the wild pig seems to be an effective way of better decreasing the overabundant population of pigs in our state. Please feel free to call if you have any questions or if you need any additional information. I can be reached at (530) 458-0408 between 8:00am and 3:00pm or via email at [hgallagher@countyofcolusa.com](mailto:hgallagher@countyofcolusa.com).

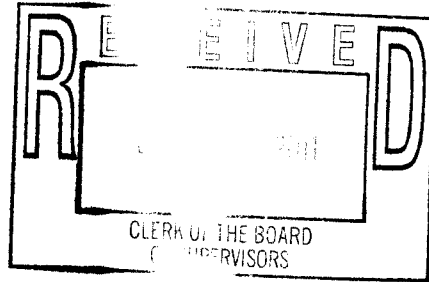
Thank you,



Holly Gallagher  
Commission Secretary

Cc: Jim Nielson, Assemblyman  
Doug La Malfa, Senator  
Colusa County Board of Supervisors

June 1st, 2011



PROMOTING HEALTHY COMMUNITIES.  
HEALTHEDCOUNCIL.ORG

Dear Chairman Roger Abe,

When you were growing up, do you recall enjoying an *occasional* soda? Today, studies show that in California, 41% of children ages 2-11 (2.2 million) and 62% of adolescents ages 12-17 (over 2 million) drink at least one soda *every day*. A 20-ounce bottle of soda, which is the size commonly found in vending machines, not only contains 240 calories, it also includes a whopping *17 teaspoons* of sugar. What was once an occasional treat, soda and sugary beverages are now a part of our daily diets and one of the biggest contributors to an obesity epidemic that costs California an estimated \$41 Billion in additional health care costs and lost productivity annually. These findings demonstrate that reducing consumption of sugary beverages among children, teens and adults is an important step to lowering the rate of Obesity and other chronic related diseases, such as Diabetes, while saving California billions of dollars in the long run. Given these challenging times, working together to reduce consumption of sugary beverages makes “cents” in more ways than one.

The Healthy Eating Active Living Collaborative (HEAL), is currently leading a “*ReThink Your Drink*” campaign (RYD) in the 14 Counties of the Gold Country Region. HEAL consists of over 119 health-related organizations, which includes Health Departments in Sacramento, Yolo, Solano, and San Joaquin Counties, who along with other partners representing schools, community organizations, worksites and non-profits are working together to address health inequities and to improve nutrition & physical activity behaviors in the Gold Country Region.

The “*ReThink Your Drink*” campaign, which is being promoted statewide by other partners, teaches the public to recognize the amount of sugar in sodas and other sweetened beverages and encourages them to make healthy drink choices. RYD includes educational materials (including attached pocket guide) and activities teaching children & parents how to identify healthy beverage choices. For more information, attached you will find an RYD Fact Sheet and supportive information from our partners from the *California Center for Public Health Advocacy*.

Throughout California, *ReThink Your Drink* efforts have included adoption of resolutions, changing city/county vending policies to not include sugar-sweetened beverages, and integration of *ReThink Your Drink* activities into Parks & Recreation programs. With summer right around the corner, a time when consumption of sugary-beverages is often at its peak, there is no better time then now to get involved!

Please contact me at your earliest convenience to discuss how you would like to join our efforts to encourage those you serve to “*ReThink Your Drink*”! I can be reached at [ddunlap@healthedcouncil.org](mailto:ddunlap@healthedcouncil.org) or 916-556-3344 x122.

Healthy Regards!

Dawn Dunlap, Program Administrator, HEAL Collaborative

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## THE ISSUE

More than 65% of Yuba County adults are overweight or obese and over 10% of children are overweight for their age putting them at greater risk for diabetes, heart disease and certain cancers. Empty calories from sugar-sweetened beverages, like soda and sports drinks, can provide a significant caloric contribution to an individual's diet.

## ADDED SUGAR = ADDED CALORIES

- There are nearly **17 teaspoons of sugar** in one 20-ounce soda
- Drinking just one 20-ounce bottle of soda each day for a year is the caloric equivalent of **25 pounds**
- Over **30 percent of all calories** from added sugars consumed daily are from sweetened beverage
- The average American diet contains **nearly 100 pounds of added sugar a year**
- American teens consume **twice as much** soda as milk
- Americans spend **\$56 billion annually** on sugar-sweetened beverages

## A SOLUTION: RETHINK YOUR DRINK

- The HEAL Collaborative urges Yuba County residents to make healthy beverage choices and quench their thirst with refreshing cold water, instead of sugar-sweetened beverages like soda and sports drinks.
- Over 115 organizations make up the HEAL Collaborative, and in part are implementing a comprehensive nutrition education initiative that includes materials, a broad-based media campaign and activities teaching children and parents how to identify healthy drink choices.
- This education should serve to:
  - Increase the number of residents in low-income communities who choose healthy beverages
  - Increase the RYD messaging in our region
  - Work towards Policy and/or Environmental change that promotes the reduction of sugar-sweetened beverage consumption.

**ReTHINK  
your  
drink**

## WHAT IS THE HEAL COLLABORATIVE?

The HEAL (Healthy Eating Active Living) Collaborative is a regional collaborative of over 115 health-related organizations that use their collective expertise and influence to address health inequities in the Gold Country Region, improve nutrition and physical activity behaviors, and increase access to healthy foods among low-income residents and their families in Alpine, Amador, Calaveras, El Dorado, Mono, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Sutter, Tuolumne, Yolo, and Yuba counties.

## FOR MORE INFORMATION

To participate in the ReThink Your Drink campaign, visit  
<http://healthdcouncil.org/network/health/home.html>

-OR-

Contact:

Dawn Dunlap at  
[ddunlap@healthdcouncil.org](mailto:ddunlap@healthdcouncil.org)

# HEAL MEMBERS

*2B Successful Youth • Alchemist CDC • American Cancer Society • American Heart Association • Black Infant Health • Brown Miller Communications • Calaveras County Public Health Department • California Center for Civic Participation • California Center for Public Health Advocacy • California Department of Education • California Department of Public Health • California Endowment • California Health Collaborative • California Rural Indian Health Board • California State University, Sacramento • Camptonville Community Partnership • Center for Collaborative Planning • Center for Land-based learning • Center of Praise Ministries • Center Unified School District • Central Valley Health Network • Ceres Partnership for Healthy California • Child Start, Inc. • Children of Promise • City of Sacramento- START • Communities and Physicians Together • UC Davis Dept. of Health Services • Community Kids Breakfast Club • Community Services Planning Council • Dairy Council of California • Dr. Ephraim Williams Family Life Center • Dr. Goli Sahba • Elk Grove USD • Elk Grove USD • Eat From the Garden • Families in Self Help • Farm Fresh to You • First 5 Amador • First 5 Sacramento • First 5 Yolo • First 5 Yuba • First 5 San Joaquin • Folsom Cordova USD • Food Bank of Contra Costa and Solano • Food Bank of Yolo County • Freedom Farms • Fresh Producers • General Mills • Geographic Managed Care • GraceSource, Inc. • Harmony Health Family Services • Head Start • Health Corps • Health Net • Healthy Nation • Healthy San Joaquin • In the Grow • John Vasquez, Board of Supervisors, Solano County • Kaiser Permanente • Lee Vining School District • Lodi Unified Health Services • MBM Fitness • NAMI El Dorado County • Nat'l Council of Negro Women • Neighborworks-Oak Park • Network for a Healthy California: African American, Children's PowerPlay!, & Latino Campaigns • Network for a Healthy California: Retail, Worksite & Physical Activity Programs • NextFit • North Natomas Transportation Management Authority • North Roseville Rec Center • Nourishing The Kids • Oak Park Market • Oak Park Outreach Service • Organic Sacramento • OW Erlewine Elem. Eco Club • Placer County Health Dept • Prehm and Associates • Robert Semple Child Development & Preschool • Sierra Heath Foundation • Sacramento Area Community Garden Coalition • Sacramento City USD • Sacramento County Dept. of Health & Human Services • Sacramento Department of Parks and Recreation • Sacramento Food Bank • Sacramento Hunger Coalition • Sacramento Farm Bureau • Sacramento Mutual Housing Association • Sacramento Tree Foundation • San Joaquin County Public Health • Soil Born Farms • Solano Coalition for Better Health • Solano County Health & Social Services, Public Health, Nutrition • St. Joseph Medical Center • Stanislaus County Health Services Agency • Stanislaus County Obesity Prevention Education • Stockton Food Bank • The Legends: Kids First • Tuleyomy • Twin Rivers USD • Twin Rivers USD – North Avenue Elementary • Ubuntu Green • UC Cooperative Extension, Yolo, Sacramento, San Joaquin, Yuba, Amador & Tuolumne, Placer & Nevada Counties • UC Davis Center for Advanced Studies in Nutrition and Social Marketing • United Cambodian Families • Vacaville USD • Wellpoint • Wellspring Women's Center • West Sacramento Youth Resource • WIC, Sacramento, Placer & Nevada, Stanislaus Counties • Woodland Joint USD • Yolo County Health Department • Yolo Family Resource Center • Youth Development Network • Yuba County Health Department*

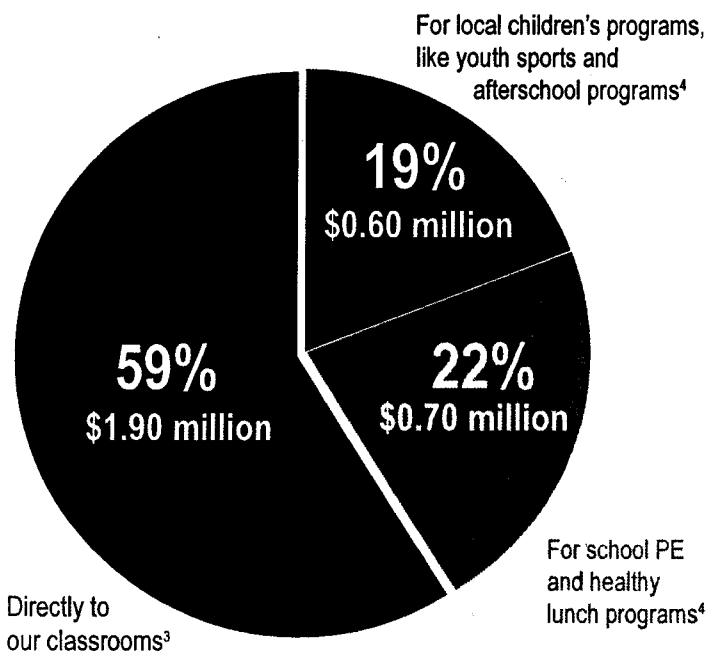


## SODA TAX REVENUE IN Yuba County

Revenue the Soda Tax (AB 669) Would Deliver to  
Yuba County

# \$3.20 Million

What the Money Would Fund in Yuba County



Note: totals in pie chart have been rounded.



April 2011

For more information, visit  
[www.publichealthadvocacy.org](http://www.publichealthadvocacy.org)

### By the Numbers

#### \$1.7 billion

Annual statewide revenue from a soda tax.<sup>5</sup>

#### \$26.6 billion

Total budget deficit the state faced at the beginning of 2011.<sup>6</sup>

#### \$14 billion

Total budget solutions passed by the legislature in March 2011, including \$11 billion in budget cuts.<sup>6</sup>

#### \$12.6 billion

Remaining budget deficit, as of March 2011.<sup>6</sup>

#### \$6 billion

Cuts made in March 2011 to health and social service programs for children, seniors and the disabled.<sup>6</sup>

#### 55%

Percentage of total budget cuts passed by legislature that target health and human services programs for children, seniors and the disabled.<sup>7</sup>

#### \$18 billion

Total cuts and deferrals to K-14 schools in the last three years.<sup>8</sup>

#### \$4.8 billion

Proposed additional cuts to current K-14 spending.<sup>9</sup>

1. The Economic Costs of Overweight, Obesity, and Physical Inactivity Among California Adults—2006 (July 2009). The California Center for Public Health Advocacy.

2. Child Oversight Policy on the Floor in California Assembly Districts (August 2005). The California Center for Public Health Advocacy.

3. California Proposition 55 requires a minimum percentage of all new state tax revenue to go to K-14 school classrooms.

4. As mandated by AB 669, the state soda tax bill.

5. For the 2013-2014 fiscal year, as estimated by the Board of Equalization. <http://www.boe.ca.gov/legislat/090509ab021711ce.pdf>.

6. Major Action Report, Senate Budget and Fiscal Review Committee. Updated April 6, 2011. [http://www.senate.ca.gov/leg/SENCOMMITTEE/STANDINGORDER/stand\\_order\\_04072011HearingAgenda.pdf](http://www.senate.ca.gov/leg/SENCOMMITTEE/STANDINGORDER/stand_order_04072011HearingAgenda.pdf).

7. Bill, Out of \$11 billion in actual cuts adopted by the legislature in March 2011, \$6 billion targeted Health and Human Services Programs like First 5 services for children, Medi-Cal Health Benefits, services for seniors, grants for housing and food for the disabled and adult day health care.

8. "Education Coalition Discusses Impact of Ongoing Cuts to Schools, Why Extended Revenues Are Necessary." Press Release dated February 1, 2011. <http://www.cde.org/NewsAndMedia/News/NewsReleases/2011/02/01/EdCoalitionPressBriefing.aspx>.

9. As proposed by the Legislative Analyst's Office in a February 10, 2011 letter to Senator Mark Leno, Chair of the Senate Budget and Fiscal Review Committee. Letter included in Major Action Report, Senate Budget and Fiscal Review Committee. See note 6.

# California's Soda Tax: Helping Cash-Strapped Communities Protect Children's Health

California Center for Public Health Advocacy

www.publichealthadvocacy.org

April 2011

## Soda Tax Revenue Distribution by County

COUNTY	TOTAL POPULATION	K-12 ENROLLMENT	DIRECTLY TO CLASSROOMS	SCHOOL PE & HEALTHY LUNCH PROGRAMS	LOCAL CHILDREN'S PROGRAMS	TOTAL FOR COUNTY
Alameda	1,510,271	213,317	\$29,290,307	\$10,251,608	\$12,060,615	\$51,602,530
Alameda						\$30,144
Amador	38,091	4,465	\$613,084	\$214,579	\$304,184	\$1,131,848
Calaveras	45,578	6,317	\$867,380	\$303,583	\$363,974	\$1,534,938
Contra Costa	1,049,025	166,519	\$22,864,529	\$8,002,585	\$8,377,229	\$39,244,343
El Dorado	181,058	29,601	\$4,064,479	\$1,422,568	\$1,445,880	\$6,932,926
Glenn	28,122	5,672	\$778,816	\$272,585	\$224,575	\$1,275,976
Imperial	174,528	36,338	\$4,989,528	\$1,746,335	\$1,393,733	\$8,129,596
Inyo	18,546	4,475	\$477,148	\$167,002	\$141,103	\$785,253
Kern	839,631	174,099	\$23,905,330	\$8,366,865	\$6,705,066	\$38,977,261
Kings	152,982	28,599	\$3,926,895	\$1,374,413	\$1,221,673	\$6,522,981
Lake	64,665	8,857	\$1,216,144	\$425,651	\$516,397	\$2,158,192
Lassen	34,895	4,844	\$665,399	\$232,890	\$278,662	\$1,176,950
Los Angeles	9,818,605	1,574,150	\$216,144,691	\$75,650,642	\$78,408,720	\$370,204,053
Madera	150,865	29,641	\$4,070,246	\$1,424,586	\$1,204,767	\$6,699,599
Marin	252,409	30,140	\$4,138,488	\$1,448,471	\$2,015,670	\$7,602,629
Mariposa	18,251	2,113	\$298,372	\$104,430	\$145,748	\$548,550
Mendocino	87,841	12,955	\$1,778,836	\$622,593	\$701,474	\$3,102,903
Merced	255,793	56,258	\$7,724,720	\$2,703,652	\$2,042,694	\$12,471,066
Modoc	9,686	1,655	\$227,246	\$79,536	\$77,350	\$384,132
Monro	14,202	1,681	\$230,816	\$80,786	\$113,413	\$425,015
Monterey	415,057	70,949	\$9,741,924	\$3,409,673	\$3,314,533	\$16,466,130
Napa	136,484	20,520	\$2,817,577	\$986,152	\$1,089,924	\$4,893,653
Nevada	98,764	13,299	\$1,826,070	\$639,125	\$788,703	\$3,253,897
Orange	3,010,232	502,239	\$68,961,848	\$24,136,647	\$24,038,897	\$117,137,392
Placer	348,432	67,966	\$9,332,332	\$3,266,316	\$2,782,484	\$15,381,131
Plumas	20,007	2,393	\$328,580	\$116,003	\$159,770	\$603,354
Riverside	2,189,641	423,412	\$58,138,205	\$20,348,372	\$17,485,880	\$95,972,457
Sacramento	1,418,788	237,916	\$32,667,967	\$11,433,788	\$11,300,057	\$55,401,812
San Benito	55,269	11,378	\$1,562,300	\$546,805	\$441,363	\$2,550,468
San Bernardino	2,035,210	417,533	\$57,330,967	\$20,065,000	\$16,252,636	\$93,648,603
San Diego	3,095,313	496,918	\$68,231,228	\$23,880,930	\$24,718,331	\$116,830,489
San Francisco	805,235	56,299	\$7,730,350	\$2,701,122	\$5,306,389	\$16,747,861
San Joaquin	685,306	135,788	\$18,644,891	\$6,525,712	\$5,472,668	\$30,643,271
San Luis Obispo	269,637	34,819	\$4,753,494	\$1,661,723	\$1,551,246	\$7,966,465
San Mateo	718,451	91,371	\$12,546,045	\$4,391,116	\$5,737,355	\$22,674,516
Santa Barbara	423,895	65,960	\$9,056,890	\$3,169,112	\$3,385,111	\$15,611,113
Santa Clara	1,781,642	265,543	\$36,461,398	\$12,761,489	\$14,227,710	\$63,450,598
Santa Cruz	262,382	38,502	\$5,286,664	\$1,450,883	\$1,095,112	\$7,832,659
Shasta	177,223	27,753	\$3,810,732	\$1,333,756	\$1,415,255	\$6,559,743
Sierra	3,240	461	\$63,299	\$22,165	\$12,372	\$111,836
Siskiyou	44,900	6,042	\$829,620	\$290,367	\$358,559	\$1,478,546
Solano	413,344	65,674	\$9,017,620	\$3,158,167	\$3,000,868	\$15,176,655
Sonoma	483,878	71,010	\$9,750,300	\$3,412,605	\$3,864,119	\$17,027,023
Stanislaus	514,453	105,165	\$14,440,083	\$5,054,029	\$4,400,212	\$23,894,324
Sutter	94,737	20,466	\$2,810,162	\$983,557	\$756,544	\$4,550,263
Tehama	63,463	10,710	\$1,470,578	\$514,702	\$508,799	\$2,492,078
Trinity	13,786	1,711	\$234,935	\$82,227	\$110,091	\$427,254
Tulare	442,179	66,949	\$13,311,954	\$4,659,184	\$3,531,122	\$21,502,259
Tuolumne	55,365	6,528	\$896,352	\$313,723	\$442,130	\$1,652,205
Ventura	823,318	111,722	\$19,405,170	\$6,791,810	\$6,574,794	\$32,771,774
Yolo	200,849	29,440	\$4,042,372	\$1,414,830	\$1,603,926	\$7,061,128
Yuba	72,155	14,000	\$1,926,443	\$674,255	\$576,210	\$3,176,908



## DEPARTMENT OF FISH AND GAME

**WILDLIFE CONSERVATION BOARD**

1807 13<sup>TH</sup> STREET, SUITE 103  
 SACRAMENTO, CALIFORNIA 95811  
 (916) 445-8448  
 FAX (916) 323-0280  
[www.wcb.ca.gov](http://www.wcb.ca.gov)

State of California  
 Natural Resources Agency  
 Department of Fish and Game  
**WILDLIFE CONSERVATION BOARD**

Minutes  
 February 24, 2011

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

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\* Proposed Consent Calendar

- \*6. Yuba Highlands, Phase I \$15,000.00  
Yuba County

This proposal was to consider the acceptance of a fifty percent (50%) assignment of interest in a conservation easement for the Department of Fish and Game (DFG) over 833± acres from the Trust for Public Land (TPL), as part of a cooperative project between the United States Department of Defense (DOD), Secretary of the Air Force, the California Department of Transportation and the Yuba Foothills Association. The conservation easement will help protect oak woodlands, riparian woodlands and agricultural open space areas in perpetuity and provide an open space buffer for Beale Air Force Base and the DFG Spenceville Wildlife Area.

#### LOCATION AND SURROUNDING USES

The subject property is located approximately 4 miles southwest of Smartsville. Grass Valley and Penn Valley are located several miles east, and Marysville and Yuba City lie directly west of the site. The property is situated between the DFG's Spenceville Wildlife Area on the east and north and the Beale Air Force Base on the south and west. The property is also located within the DFG's Lower Yuba Watershed Conceptual Area Protection Plan (CAPP) area and identified as a priority site for protection. The CAPP and surrounding area are located in the first series of foothills rising up from the east side of the Sacramento Valley, comprised mainly of grassland and oak savanna areas. Most of the surrounding uses include agricultural grazing, large rural residential development and public open space.

#### PROJECT DESCRIPTION

The subject property consists of two separate parcels. One is approximately 700 acres and the other is 133 acres. The parcels are separated by an area that is proposed for a future conservation easement referred to as Phase 2. The two parcels are to be connected by trail/access easements conveyed by the property owner as part of this transaction, so that easement holder can monitor both sites. These trail/access easements are not intended for public use between the two parcels. The larger 700 acre portion abuts north western section of the Wildlife Area. The 133 acre portion abuts Beale Air Force Base. The property was zoned for "single family residential" as part of the River Highlands Eastern Community Plan Area which use allows development of up to 2 – 2.3 houses per acre. The property was recently rezoned by the owner to agriculture and lower density rural residential zoning.

This subject sites consists of rolling hills and grasslands with a small dispersion of oak trees. The property is currently used for seasonal cattle grazing, which will continue under the terms of the easement. The

Lemon Canyon Ranch, Sierra County

Allocated	\$1,057,000.00
Expended	<u>-1,052,000.00</u>
Balance for Recovery	\$5,000.00

Millar Ranch Oak Woodlands Conservation Easement, Madera County

Allocated	\$1,860,000.00
Expended	<u>-1,860,000.00</u>
Balance for Recovery	\$0.00

Quail Ridge Reserve, Napa County

Allocated	\$310,000.00
Expended	<u>-305,334.00</u>
Balance for Recovery	\$4,666.00

Santa Cruz Sandhills, Santa Cruz County

Allocated	\$1,510,000.00
Expended	<u>-1,503,042.00</u>
Balance for Recovery	\$6,958.00

Whitewater Floodplain Conservation Area, Riverside County

Allocated	\$5,000.00
Expended	<u>-2,070.00</u>
Balance for Recovery	\$2,930.00

**Total Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006** **\$29,960.00**

As one of the consent items heard at the beginning of the meeting, it was moved by Mr. Kellogg 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 \$0.00 to the Habitat Conservation Fund; \$12,815.00 to the Inland Wetlands Conservation Fund; \$51,621.77 to the Wildlife Restoration Fund; \$928,937.50 to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund; \$29,960.00 to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006.

**Motion carried.**

property supports deer and mountain lion, as well as numerous bird species. Both areas separately provide expanded protected wildlife and buffer areas for the Wildlife Area and Beale Air Force Base. The conservation easement will help create a safety area for DOD by increasing the distance between any future residential development, thereby reducing its general liability or incompatibility with respect to any current/future military training and testing on the adjacent Beale Air Force Base property.

#### WCB PROGRAM

The proposed acquisition of the easement for this project is being carried out under the land acquisition program at WCB. The acquisition program is administered pursuant to the Board'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

According to the terms of the conservation easement, DFG will take the primary role in monitoring and enforcing the terms of the conservation easement; however, the DOD shall at all times retain equal rights to monitor and enforce as a Grantee to the easement. DFG has determined that existing staff resources in the amount of approximately \$788 annually will be sufficient to monitor the conservation easement, which will be adjunct with activities on the Spenceville Wildlife Area. Since the conservation easement is on private land, public access will be restricted. Livestock grazing practices will be permitted to continue in perpetuity conserving the property's natural resource values, which includes the protection of native oaks. The conservation easement will also serve in providing a national defense buffer for the Beale Air Force Base.

#### TERMS

The approved fair market value of the conservation easement being assigned to the State is \$2,103,325.00, based on an independent appraisal of the property, reviewed and approved by the Department of General Services (DGS). Acceptance by the State of a fifty percent (50%) in the conservation easement would result in a joint ownership by the DFG and DOD, subject to the terms of a Conservation Easement Deed. Following the assignment of a fifty percent (50%) interest to the State, DFG will be responsible for monitoring the conservation easement according to the Deed.

### PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

U.S. Department of Defense	\$1,250,000.00
Department of Transportation	350,000.00
Landowner Contribution	<u>503,325.00</u>
 Total Value of the Conservation Easement	 \$2,103,325.00
 Other Project Related Costs	 \$15,000.00
 <b>TOTAL WCB ALLOCATION</b>	 <b>\$15,000.00</b>

It is estimated that \$15,000.00 will be needed for internal project-related expenses, including title insurance, escrow fees, review charges by the DGS, and the Department of Finance.

### FUNDING SOURCE

The proposed funding source is the Habitat Conservation Fund (Proposition 117), Section 2786(a) that allows for the acquisition and protection of deer, oak woodland and mountain lion habitat 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 and habitat. 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 \$15,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(a) 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. Kellogg that the Wildlife Conservation Board approve this project as proposed; allocate \$15,000.00 from the Habitat Conservation Fund (Proposition 117), Section 2786(a) 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.**

- \*7. San Joaquin Multi-Species Conservation Plan (2007) – Barron Contra Costa County \$978,930.00

This proposal was to consider the acceptance of a U.S. Fish and Wildlife Service (USFWS) Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the East Contra Costa County Habitat Conservancy (ECCCHC), and to consider a Wildlife Conservation Board grant to ECCCHC for a cooperative project with the East Bay Regional Park District (EBRPD) to acquire 798± acre of land for the protection and preservation of existing regional wildlife linkages, including valley floor and foothill grassland, oak woodland, oak woodland savannah, riparian woodland, emergent wetland, and vernal pool habitat areas within the East Contra Costa County Natural Community Conservation Plan/Habitat Conservation Plan.

#### LOCATION AND SURROUNDING USES

The property is located south of the City of Pittsburg, in unincorporated Contra Costa County. The area south of Pittsburg consists primarily of rolling hills and grassland areas, with the predominate use being agriculture grazing. Residential subdivision development has been encroaching on the project area from the north and east, as the Bay Area continues to grow in population and geographic size. More recently a number of new wind energy sites have also been developed in the area.

This property is located within the East Contra Costa County Natural Community Conservation Plan/Habitat Conservation Plan. Over the past year the WCB, USFWS, ECCCHC and EBRPD have partnered to acquire just over 5,000 acres within the MSCHP planning area, creating essential habitat and connectivity for multiple species whose populations or habitat span the two counties covered by the two habitat conservation plans.

#### PROJECT DESCRIPTION

The acquisition of the subject property will provide for the protection and preservation of existing regional wildlife linkages, including valley floor and foothill grassland, oak woodland, oak woodland savannah, riparian woodland, emergent wetland, and vernal pool habitat areas. This acquisition will help establish a northwest-southeast movement corridor for the endangered San Joaquin kit fox and will protect habitat for the conservation of the threatened California red-legged frog. The property

June 9, 2011

*RE: Solution for Safer and Stronger Aged Metal Truss Bridges*  
***[Uncertain Load Posting based on the Safety Inspection Program of In-Service Truss Bridges]***

Dear Sir and Madam:

I hope that the enclosed would be of interest to you and your engineers.

As you are aware, many aged truss bridges are fracture critical. This means if one main component of a truss bridge were to fail, the entire bridge could collapse..

For example, the August 1, 2007 collapse of the I-35 W Bridge in Minneapolis killed 13 people and 145 people. The probable cause for this tragic collapse was due to the failure of connections at U10 and L11 (November 2008 Final Report, NTS).

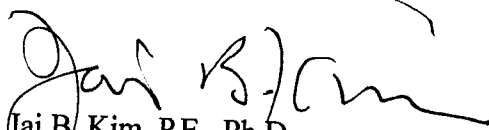
We have been using a steel arch-reinforcing method to increase truss bridge load-carrying capacities, introduce redundancy with multiple independent load paths, and extend their life expectancy with the enhanced safety of traveling public. Please refer to the photographs attached.

These arch-reinforced trusses have also added redundancy because of additional floor beams suspended from the arches between the existing floor beams, interaction of new steel arches with the existing trusses, relief of existing dead load stresses in the original trusses with a tied post-tensioning system, and relief of stresses on the original truss joints since loads on the existing joints now bypass the truss and connect directly with the new steel arches.

We have found that rehabilitating old steel truss bridges in this manner can result in a significant cost savings in contrast to replacing them with new bridges. A side benefit is that we have been able to keep traffic open on many of these bridges during rehabilitation.

Please contact me if you have any questions.

Sincerely,



Jai B. Kim, P.E., Ph.D.

Former Structural Engineer, U S DOT, Federal Highway Administration (2009-2010)  
Professor of Civil Engineering Emeritus (2009 to present)  
Bucknell University

Mailing Address: P. O. Box 18  
Lewisburg, PA 17837  
Mobile Telephone: 570.490.7811  
Email: [jaikim@bucknell.edu](mailto:jaikim@bucknell.edu)

**BOS CORRESPONDENCE D**



## Rehabilitated Historic Truss Bridge to Carry An HS-20 [36 Tons] Loads

### Stuyvesant Falls Bridge

#### **Stuyvesant, NY**

The Stuyvesant Falls Bridge was built in 1899 by the Berlin Iron Bridge Company. This 202-foot span bridge is listed on the National Register of Historic Sites. However, the bridge had been closed to traffic due to severe deterioration of the trusses, floor beams, and stringers. Performed an in-depth structural inspection and evaluation of the historical steel curved-chord, Pratt-truss bridge. From the evaluation, developed rehabilitation plans to bring the load capacity of the trusses and floor beams to HS-20 standards.

The rehabilitation centered on the use of a patented arch/hanger/floor beam reinforcement system. The bridge deck was replaced, but the abutments only needed minor repairs. The Federal Highway Administration chose the Stuyvesant Falls Bridge as one of eight projects in the nation to receive the biennial Excellence in Highway Design award.

**Preservation  
League  
of  
New  
York  
State**

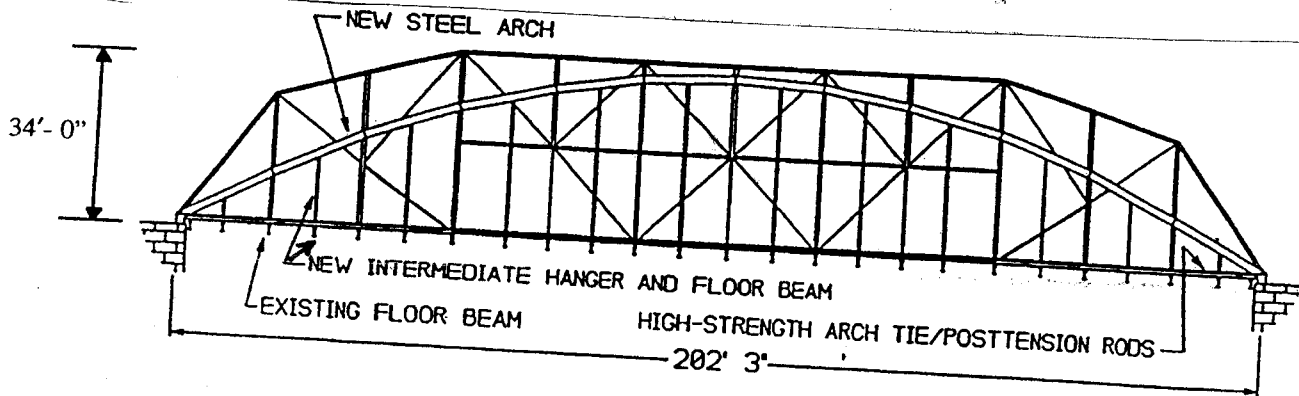
**1996  
Annual  
Report**

**and The  
1997  
Annual  
Awards**





Elevation View of Rehabilitated Historic Truss Bridge to Carry an HS-20 [36 Tons] Loads



# Preserving the Historic Road in America

The fourth national conference on historic roads  
April 22 – 25, 2004 in Portland, Oregon

## Conference Sponsors

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State Highway and  
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USDA, Forest Service

Western Federal Lands  
Highway Division

Oregon Department of  
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Preservation Office

visit our web site:

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



**FHWA**



Nature  
HISTORY  
Discovery

## The Preservation and Upgrading of Historic Metal Truss Bridges

By

Robert H. Kim, P.E., BKLB, Inc.

and

Jai B. Kim, P.E., Department of Civil & Environmental Engineering  
Bucknell University, Lewisburg, Pennsylvania

### INTRODUCTION

With respect to historic metal truss bridges the most frequently asked questions are:

- How can we preserve our historically important bridges before they collapse from even just self-weight alone?
- How much longer can these bridges be preserved?
- How economically can these bridges be upgraded to carry modern traffic?
- How safely can these bridges be rehabilitated?

It is well recognized that conventional repair and rehabilitation procedures cannot preserve these bridges for an extended period of time, even for greatly reduced weight limits. Since these bridges were constructed for much lighter loadings, they are not able to carry today's traffic loadings, even with the total replacement of every member and connection. Thus, conventionally rehabilitated historic bridges are sometimes moved to remote locations such as to the parks. Of course, this is not the most desired option because of costs and practicality.

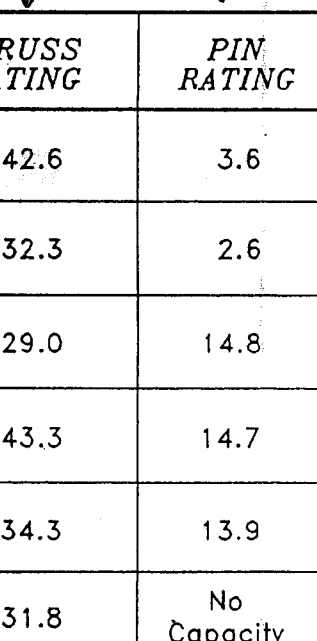
It would be ideal to preserve more historically important bridges by strengthening them so that they can carry modern traffic at their present locations for extended periods. One way would be to preserve the original architecture but with discrete elements added in such a manner that these historic bridges can continue to carry modern traffic for a duration equivalent to that of a new bridge. In this way, the original architecture would be readily recognizable for greater appreciation of our engineering and cultural heritage.

Most metal truss bridges are non-redundant fracture-critical structures, i.e., failure of one member or one joint (or connection) would theoretically cause a total collapse of the bridge. None of these conventional rehabilitation procedures applied to truss bridges eliminate the fracture-critical nature of these truss bridges. Therefore, nearly all of these conventional procedures are often considered as being "temporary", "band-aid" repair methods.

A cost effective system for rehabilitation and reinforcing aged metal truss bridges has been developed. It superimposes steel arches on the existing trusses resulting in bridges that are redundant, non-fracture critical structures that can carry modern traffic loads.

#### CONVENTIONAL REHABILITATION METHODS [5]

Because of high degree of uncertainty with respect to forces in members and joints, it is not possible to determine the true magnitudes of these forces. Field tests have shown results that differ from the theoretical values by as much as 650 percent [1]. Accordingly, it is often not possible to accurately predict the true load-carrying capacities of old metal truss bridges. A study performed by a consultant for Baltimore County of Maryland for eight historic metal truss bridges [2, 3] is given below.



	<i>BRIDGE NAME</i>	<i>STRINGER RATING</i>	<i>FLOORBEAM RATING</i>	<i>TRUSS RATING</i>	<i>PIN RATING</i>
1	<i>SPARKS ROAD</i>	31.8	42.2	42.6	3.6
2	<i>GREEN ROAD</i>	52.1	22.7	32.3	2.6
3	<i>MASEMORE ROAD</i>	63.7	24.8	29.0	14.8
4	<i>CUBA ROAD</i>	22.7	14.4	43.3	14.7
5	<i>VINEGAR HILL ROAD</i>	15.4	23.0	34.3	13.9
6	<i>CARROLL ROAD</i>	33.4	35.5	31.8	No Capacity
7	<i>FALLS ROAD</i>	19.5	29.7	26.4	4.4
8	<i>BOTTOM ROAD</i>	24.4	27.5	31.6	10.4

1989 OPERATING RATINGS FOR HS-20 TRUCK (IN TONS)  
Baltimore County, Maryland Historic Metal Truss Bridges.  
( Bridge spans ranged from 75 ft to 175 ft )

Although a failure would most likely occur at joints and connections, current inspection standards do not usually address methods for the evaluation of these joints and connections. Additionally, over the years these joints and members have undergone such

changes as lengths and geometry shifts, which cause uneven and unintended stress distributions in truss members and joints.

For pin connected truss bridges, pin analyses are often neglected, and the bridge's live load rating is based solely upon the live load capacity of its truss and floor members. The study by Shahin, et al [2, 3] determined that this approach is invalid. It was found that the pins controlled the present load ratings. It was also found that the slightest geometric deviation of truss members' alignment relative to the pins width and length has a large effect on the pin's load capacity, i.e., shear and moment strength of the pin.

This study concluded that: 1. For pin-connected truss bridges which lack the redundancy, pin analyses are essential; 2. Slightest deviation of truss member alignment relative to the pins has a substantial effect on the pins load capacity ( thus, further movement of truss member components must be prevented in order to prevent fluctuation in pin's load ratings); and 3. The strengthening of the existing bridges should be done only with due consideration to its effect on pin load capacity when the future strengthening work is performed.

#### REFERENCES:

1. Jai B. Kim, et al. " Uncertainty of Load Capacity of Metal truss Bridges," Proceedings of the 4<sup>th</sup> ASCE Specialty Conference on Probabilistic Mechanics and Structural Reliability, University of California at Berkeley, 1984.
2. Shahin Taavoni, " Upgrading of a Pin-Connected Truss Bridge by Pin Replacement in Baltimore County, Maryland, Presented at the 73<sup>rd</sup> Annual meeting of Transportation Research Board, 1994
3. Shahin Taavoni, " The Importance of Load bearing Capacity Evaluation of Pins in the Load Rating and Upgrading of Pin Connected Truss Bridges," Presented at the 8<sup>th</sup> Annual International Bridge Conference, Pittsburgh, Pennsylvania, 1991
4. D.N. Corda, et all, " Rehabilitation of the Sparks Road Bridge (by the arch reinforcement method)," the 8<sup>th</sup> Annual International Bridge Conference, Pittsburgh, Pennsylvania, 1991
5. Third New York Statewide Conference on Local Bridges, October 1996, Syracuse, N.Y.

# The County of Yuba

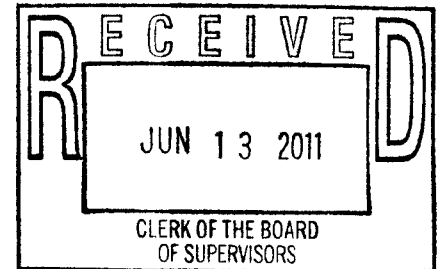
AUDITOR - CONTROLLER



DEAN E. SELLERS

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

June 13, 2011



Board of Supervisors  
County of Yuba  
915 8<sup>th</sup> Street Suite 109  
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

LINDA FIRE PROTECTION DISTRICT

JUNE 30, 2010

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

Yours truly,

Dean E. Sellers,  
Auditor-Controller

DES/mrj  
Enclosure (1)

**BOS CORRESPONDENCE E**

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*COUNTY*  
*DEPARTMENTS*

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# The County of Yuba



## Office of the County Administrator

Robert Bendorf, County Administrator  
John Fleming, Economic Development Coordinator  
Russ Brown, Communications & Legislative Affairs Coordinator  
Grace M Mull, Management Analyst  
Teena L. Carlquist, Executive Assistant to the County Administrator  
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[tcarlquist@co.yuba.ca.us](mailto:tcarlquist@co.yuba.ca.us)

**Date:** June 21, 2011  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB*  
**Re:** Proposed Budget for FY 2011-2012

### **Recommended Actions:** It is recommended that the Board of Supervisors:

1. Receive presentation from the County Administrator on the Proposed Budget for FY 2011-2012.
2. Accept the Proposed Budget for FY2011-2012 and direct staff to make available copies for public review.
3. Adopt the Proposed Budget for Fiscal Year 2011-2012 as the County's interim spending plan, including position allocation changes, pending formal adoption of the Final Budget.
4. Acknowledge that;
  - a. The Proposed Budget estimated expenditures are balanced with estimated revenues; although it is balanced with the use of limited one-time funds, therefore is not structurally balanced.
  - b. Actions by the State of California will require significant adjustments to the Proposed Budget as adopted by the Board.
  - c. Restoration of proposed budget reductions will require equivalent reductions in funds from other County priorities.
5. Set dates for Fiscal Year 2011-2012 Budget Workshops of August 9<sup>th</sup> and August 16<sup>th</sup>.
6. Set public hearings for September 20-27 for adoption of the Final Budget.

**Background/Discussion:** As reported in January 2011 to your Board, the deficit for the General Fund was estimated to be approximately 4.1 million dollars. These estimates have held to be relatively accurate.

Health Insurance / Salary / Pension Cost Increases	\$ 1,700,000
One Time Revenues (uses in FY 2010-2011)	\$ 1,300,000
General Fund Revenue reductions	<u>\$ 1,100,000</u>
TOTAL	\$ 4,100,000

To address this deficit, departments were informed to prepare their budgets with no General Fund appropriation increases from the current fiscal year. This task was difficult for all departments to achieve. Several departments were asked to reduce their General Fund appropriation further; Administrative Services, Community Development and Services Agency and the County Administrator's Office.

For Fiscal Year 2011-2012, layoffs are again being recommended that primarily impact departments receiving a General Fund appropriation. Proposed impacts to our workforce include:

- Deleting 18 filled positions
- Deleting 5 vacant positions
- Un-funding 53 vacant positions
- Reducing the hours for 1 position
- Transferring 4 positions

It is anticipated that further reductions in our workforce will be necessary during the course of the 2011-2012 and 2012-2013 fiscal years. Regardless of impacts associated with the state budget, our County and others will most likely be forced to reduce the level of services we provide to our residents.

The reduction in ongoing expenditures produced a remaining deficit of approximately \$1.5 million. To address the remaining deficit, a combination of one-time revenue uses and expenditure reductions is anticipated.

Use of One-Time Reserves	\$ 300,000
Use of Capital Outlay Funds (one-time)	\$ 830,000
Reduction in Contingency Appropriation	<u>\$ 450,000</u>
TOTAL	\$ 1,580,000

It is important to note that the recommended budget contains no carryover fund balance. Once this amount is determined soon after the end of the current fiscal year, a budgeted contingency amount and possible restoration of the reserve amount will be proposed for the Board's approval during Final Budget Hearings. Restoring General Fund reserves and contingencies to current policy levels is recommended to be a top priority for the Board of Supervisors.

**Committee:** The Budget Ad Hoc Committee has reviewed key elements of the Proposed Budget for FY 2011-12. In addition, budget workshops have been scheduled in August for your Board to receive a budget presentation from each department head.

**Fiscal Impact:** The Proposed Budget for FY 2011-12 serves as an interim spending plan to implement Board policies and priorities until the Final Budget is adopted. The Final Budget hearings are scheduled in September to allow for new information regarding the State Budget as well as potential budget adjustments.

# The County of Yuba



## Office of the County Administrator

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gmull@co.yuba.ca.us  
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6. Set public hearings for September 20-27 for adoption of the Final Budget.

**Background/Discussion:** As reported in January 2011 to your Board, the deficit for the General Fund was estimated to be approximately 4.1 million dollars. These estimates have held to be relatively accurate.

Health Insurance / Salary / Pension Cost Increases	\$ 1,700,000
One Time Revenues (uses in FY 2010-2011)	\$ 1,300,000
General Fund Revenue reductions	<u>\$ 1,100,000</u>
TOTAL	\$ 4,100,000

To address this deficit, departments were informed to prepare their budgets with no General Fund appropriation increases from the current fiscal year. This task was difficult for all departments to achieve. Several departments were asked to reduce their General Fund appropriation further; Administrative Services, Community Development and Services Agency and the County Administrator's Office.

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The reduction in ongoing expenditures produced a remaining deficit of approximately \$1.5 million. To address the remaining deficit, a combination of one-time revenue uses and expenditure reductions is anticipated.

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It is important to note that the recommended budget contains no carryover fund balance. Once this amount is determined soon after the end of the current fiscal year, a budgeted contingency amount and possible restoration of the reserve amount will be proposed for the Board's approval during Final Budget Hearings. Restoring General Fund reserves and contingencies to current policy levels is recommended to be a top priority for the Board of Supervisors.

**Committee:** The Budget Ad Hoc Committee has reviewed key elements of the Proposed Budget for FY 2011-12. In addition, budget workshops have been scheduled in August for your Board to receive a budget presentation from each department head.

**Fiscal Impact:** The Proposed Budget for FY 2011-12 serves as an interim spending plan to implement Board policies and priorities until the Final Budget is adopted. The Final Budget hearings are scheduled in September to allow for new information regarding the State Budget as well as potential budget adjustments.



# The County of Yuba

## Office of the County Administrator

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TO: Yuba County Board of Supervisors  
 FROM: Robert Bendorf, County Administrator *RB/Bn*  
 RE: Proposed Employer Paid Benefit Reductions for Management and Elected Officials  
 DATE: June 21, 2011

### RECOMMENDATIONS

It is recommended that the Board of Supervisors adopt resolution to:

1. Decrease the amount of employer paid monthly health insurance premiums for all management employees effective July 1, 2011.
2. Authorize the Auditor-Controller to accept voluntary reductions for employer paid monthly health insurance premiums for the Auditor-Controller, Assessor, Treasurer-Tax Collector, Clerk-Recorder, Sheriff, and District Attorney equivalent to the reductions for management employees effective July 1, 2011.

### BACKGROUND

In June 2010, the Board of Supervisors approved a 5% reduction to the base salary of all management / confidential employees and elected officials. Elected officials had to agree to voluntarily reduce their pay due to statutory rules. This reduction in base pay was effective July 1, 2010 for FY 2010-2011. Estimated savings for the General Fund was approximately \$450,000.

The 5% salary reduction for management / confidential employees was equivalent to an approximate one day per month furlough and provided a management leave bank of one hundred four hours. The leave bank had no expiration date and no cash value.

Upon evaluating the same type of temporary proposal for management confidential and elected officials, savings were estimated to be approximately \$320,000 for the upcoming fiscal year. The approximate 30% savings decrease was primarily due to the reduction in management staff throughout County departments.

## **DISCUSSION**

Upon reviewing more permanent reductions that would reduce costs for FY 2011-2012 and future fiscal years, increasing the employee paid share of health insurance for management and elected officials is recommended for approval to the Board of Supervisors.

For Yuba County, the cost for providing health insurance is approximately 9 million dollars for the upcoming fiscal year. Approximately 700 County employees are enrolled in one type of health insurance plan offered. Per County policy the following is used to determine the employee and employer share of cost:

1. The base is the monthly premium for PERS Choice Preferred Provider Plan (PPO), Bay Area Rate (the current classification for Yuba County by CalPERS health insurance).
2. The County pays 100% of the base plan monthly premium for the employee only or 80% for an employee plus one or more dependents. The percentage calculation for these options (based on the aforementioned PERS Choice Plan) is then applied to the premium of the health insurance plan chosen by employee.

For management and elected officials the following is recommended for approval by the Board of Supervisors:

1. The base is the monthly premium for PERS Choice PPO, Bay Area Rate (the current classification for Yuba County by CalPERS health insurance).
2. Effective July 1, 2011 the County will pay 90% of the base plan monthly premium for the employee only or 70% for an employee plus one or more dependents. The percentage calculation for these options (based on the aforementioned PERS Choice Plan) is then applied to the premium of the health insurance plan chosen by the employee.

This action, if approved by the Board of Supervisors, would be permanent beginning July 1, 2011.

## **FISCAL IMPACT**

It is estimated the above actions will provide savings to the General Fund of approximately \$45,000 - \$53,000 for the upcoming fiscal year.



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

IN RE:

RESOLUTION ESTABLISHING A	)	RESOLUTION NO. _____
COMPENSATION REDUCTION	)	
FOR MANAGEMENT EMPLOYEES	)	
AND ELECTED OFFICIALS OF	)	
THE COUNTY OF YUBA.	)	

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**WHEREAS**, in an effort to reduce expenses for the 2011-2012 fiscal year, a review of permanent reductions that would reduce costs was undertaken by the County Administrator; and

**WHEREAS**, for Yuba County, the cost for providing health insurance, dental insurance and vision insurance is approximately nine million dollars for the upcoming fiscal year. The County presently pays 100% of the monthly premium for the employee only and 80% for an employee plus one or more dependents; and

**WHEREAS**, permanently decreasing the management employee and elected officials' employer paid share of health insurance premiums to ninety percent (90%) of the monthly premium for employee only and seventy percent (70%) for an employee plus one or more dependents is a permanent reduction that would reduce costs for the fiscal year 2011-2012 and future fiscal years.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba, does hereby establish for management employees and elected officials that:

1. Effective July 1, 2011, the County will permanently decrease the amount of employer paid monthly health insurance premiums for all management employees. Specifically, the County will pay ninety percent (90%) of the monthly premium for the employee only and seventy percent (70%) for an employee plus one or more dependents for management employees and elected officials. The percentage calculation for these amounts will be determined using, as the base,

the monthly premium for PERS Choice Preferred Provider Plan (PPO), Bay Area Rate.

2. Effective, July 1, 2011, the Auditor-Controller is authorized to accept voluntary reductions for employee paid monthly health insurance premiums for the Auditor-Controller, Assessor, Treasurer-Tax Collector, Clerk-Recorder, Sheriff and District Attorney, equivalent to the reductions for management employees.

**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:

\_\_\_\_\_  
Roger Abe, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST: Donna Stottlemeyer  
Clerk of Board of Supervisors

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

Angil Morris-Jones,  
COUNTY COUNSEL

By: *Pat Garamore*