

BOARD OF SUPERVISORS

AGENDA

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



Agenda materials are available at the Yuba County Government Center, 915 8th Street, the County Library, 303 Second Street, Marysville, and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

SEPTEMBER 20, 2011

- 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 Stocker
- 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. Clerk of the Board of Supervisors
1. Reappoint Roberta D'Arcy and Kevin Hinckley to the Substance Abuse Advisory Board for terms to end September 20, 2015. (404-11)
 2. Reappoint Lucille D. Bryant to the In Home Supportive Services Advisory Committee for a term to end September 13, 2013. (Continued from September 20, 2011) (391-11)
- 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. Approve agreement with AECOM Technical Services, Inc., for preparation of a Climate Action Plan and authorize the Chair to execute same. (Five minute estimate) (405-11)
 2. Approve agreement with Dyett and Bhatia for preparation of Yuba County Zoning Ordinance and Development Code update and authorize the Chair to execute same. (Five minute estimate) (406-11)
- VI. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing.
- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance adjusting the boundaries of the Supervisorial Districts of the County of Yuba, State of California by amending Chapter 2.05 of the Ordinance Code. (Second reading) (Continued from September 13, 2011) (Ten minute estimate) (401-11)
- VII. **CORRESPONDENCE** - (407-11)

- A. Two letters from Federal Emergency Management Agency enclosing revised Letter of Map Revision for County of Yuba and City of Wheatland.

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. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - MSA/County of Yuba

3:00 P.M. BOARD OF SUPERVISORS WORKSHOP

- A. Receive presentation on AB109 Criminal Justice Realignment and implementation. (No background material provided) (60 minute estimate) (408-11)

X. **ADJOURN**

1:30 P.M. 2011-2012 FINAL BUDGET HEARINGS

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY CANCELLED

NO COMMITTEE MEETINGS

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**



CONSENT
AGENDA

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Substance Abuse Advisory Board
Date: September 20, 2011

Recommendation

Reappoint Roberta D'Arcy and Kevin Hinckley to the Substance Abuse Advisory Board for terms to end September 20, 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. This is a scheduled vacancy due to the expiration of Ms. D'Arcy and Mr. Hinkley's terms. Both individuals wish to continue in this capacity. Attached is a recommendation from the advisory board for reappointment.

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

Fiscal Impact

None

Committee Action

None required.

Attachments



SUTTER-YUBA MENTAL HEALTH SERVICES

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520



Brad Luz, Ph.D.
Assistant Director of Human Services
Director of Mental Health

Administration Services
(530) 822-7200
FAX (530) 822-7627

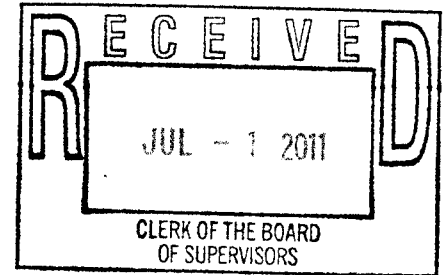
Memorandum

DATE: June 28, 2011

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D., *[Signature]*
Assistant Director of Human Services for Mental Health
Thomas Collins, Chair *TC*
Sutter-Yuba Substance Abuse Advisory Board

SUBJECT: Re-Appointment of Roberta D'Arcy, Margery Hubbard and Kevin Hinckley to the
Substance Abuse Advisory Board



On behalf of the Substance Abuse Advisory Board, we wish to recommend the reappointment of:

Roberta D'Arcy – term concludes 9/23/11

Kevin Hinckley – term concludes 9/23/11

Margery Hubbard – term concludes 11/6/11

This request is to reappoint at the conclusion of their present terms. Please advise this office through Nancy Fontinel when this recommendation goes before the Board of Supervisors for action. Thank you in advance for your favorable consideration of this request.

BL/nf

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209


Children's System of Care: 822-7478
Youth Services: 822-7513

The County of Yuba

Office of Clerk of the Board of Supervisors

391-11



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: In-Home Supportive Services Advisory Committee – Representative
Date: September 13, 2011

Recommendation

Reappoint Lucille D. Bryant to the In-Home Supportive Services Advisory Committee for a term to end September 13, 2013.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy due to the expiration of Ms. Bryant term who has been serving on the board since 2003.

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

Fiscal Impact

None

Committee Action

None required.

/rf

attachment

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COUNTY
DEPARTMENTS

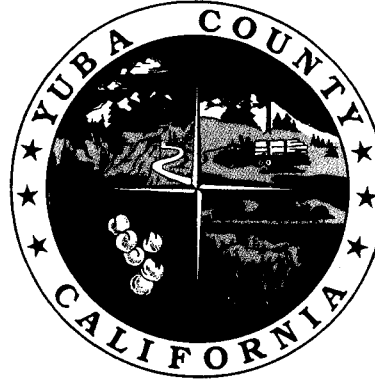
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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BU 405-11
749-5440 •

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director *WH*

DATE: September 20, 2010

SUBJECT: AECOM Technical Services, Inc. Agreement for Professional Services –
Climate Action Plan (GEN2011-0004)

RECOMMENDATION:

The Board of Supervisors authorizes the Chairman to sign the Agreement for Professional Services between AECOM Technical Services, Inc. and County of Yuba for the preparation of a Climate Action Plan.

BACKGROUND/DISCUSSION:

The Yuba County Community Development & Services Agency applied for and was awarded a grant from the California Strategic Growth Council for the preparation of a Climate Action Plan (CAP). On June 7, 2011, the Yuba County Board of Supervisors adopted the 2030 General Plan. The General Plan included several action items to implement the goals and policies of the 2030 General Plan. One of the action items (HS5.1) requires the preparation of a greenhouse gas reduction plan (also referred to as a climate action plan) to address compliance with AB 32 and SB375 as well as promote other General Plan goals such as but not limited to infrastructure investment, development/permit streamlining, infill development, economic development, VMT reductions, and maintaining Yuba County's rural and suburban character.

On August 10, 2010, the Board directed staff to submit the grant application and if successful finalize all required contracts, applications, and agreements necessary for the completion of the project. AECOM Technical Services, Inc. was selected as consultant to the County to assist in preparation of the Climate Action Plan. The attached Agreement for Professional Services includes the scope of work and schedule for preparation and completion of the plan (Attachment 1).

The proposed work schedule includes the appointment of an advisory committee (joint committee with the Development Code Update), workshops with the community, and public hearings with the Planning Commission and the Board of Supervisors. These items will be discussed further with the Board at a kick-off workshop that is anticipated to take place in October once the Professional Service Agreements have been approved.

COMMITTEE:

This agreement is in response to board action directing staff to accept the grant award for the Climate Action Plan.

FISCAL IMPACT:

This grant has a \$13,500 local match, which has been included in the Planning Department's 2011/2012 budget. Therefore, there will not be any additional impacts to the County's General Fund.

Attachments:

1. Professional Services Agreement
2. BOS Resolution 2010-86
3. 2030 General Plan Action HS5.1

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

**RESOLUTION APPROVING THE)
APPLICATION FOR GRANT FUNDS FOR)
THE SUSTAINABLE COMMUNITIES)
PLANNING GRANT & INCENTIVE)
PROGRAM BOND ACT OF 2006)
(PROPOSITION 84): YUBA COUNTY)
UNIFORM DEVELOPMENT CODE &)
CLIMATE ACTION PLAN)**

RESOLUTION NO. 2010-86

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Sustainable Communities Planning Grant & Incentive Program Bond Act Of 2006 (Proposition 84); and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and,

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the filing of an application for the Yuba County Uniform Development Code and Climate Action Plan in order to become a sustainable community;
2. Certifies that applicant understands the assurances and certification in the application,
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so, and
4. Certifies that the Proposal will comply with any applicable laws and regulations.

5. Delegates authority to the Planning Director as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

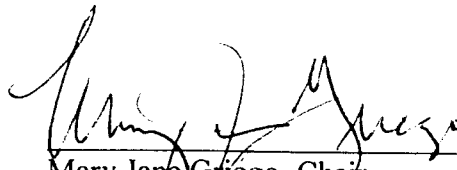
PASSED AND ADOPTED this 10 day of August
2010, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe and Stocker

NOES: None

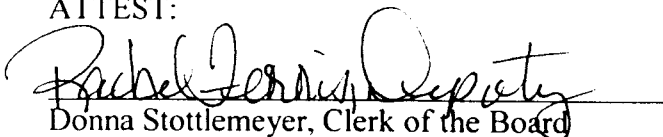
ABSENT: None

ABSTAIN: None

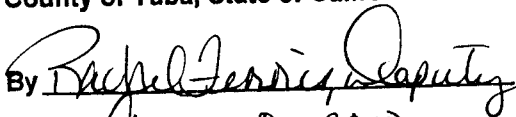


Mary Jane Griego, Chair
Yuba County Board of Supervisors

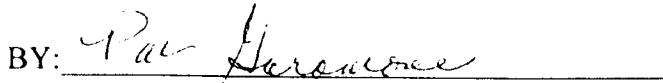
ATTEST:


Donna Stottlemeyer, Clerk of the Board

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By 
Date: Aug 10, 2010

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

BY: 

YUBA COUNTY 2030 General Plan

Action HS5.1 Greenhouse Gas Reduction Plan

The County will prepare and adopt a Plan to reduce greenhouse gas (GHG) emissions. This Plan may be structured to address GHGs alone, or may also be designed to address other important County objectives that also promote climate change adaptation and GHG reduction, such as energy conservation, renewable energy development and use, economic development, transportation and other public infrastructure, infill and mixed-use development, or other topics.

The County will choose a GHG reduction target for countywide emissions (existing and new growth) that is consistent with state and regional regulations and plans, such as those adopted to implement The California Global Warming Solutions Act of 2006 (AB 32) and California's Sustainable Communities and Climate Protection Act (SB 375).

The County's GHG Reduction Plan will be designed to be consistent with AB 32, as appropriate and applicable within the unincorporated County. The County will ensure that the GHG emissions reductions targets represent the unincorporated County's "fair share" of statewide GHG reduction, consistent with legislation and regulations with AB 32 (i.e., reduce statewide GHG emissions to 1990 levels by 2020). This does not mean that the County will attempt to literally reach its own 1990 emissions level by 2020, as this would be a misreading of legislation. As noted, the County's overall objective is to plan for new growth in a way that is as GHG-efficient as would be needed statewide to achieve AB 32 mandates.

The County's GHG reduction target and Plan will address only those GHG emission sectors that are applicable to the County and over which the County can have influence – either through entitlement authority, public investments, incentives, or other feasible means. It would not be appropriate for the County's GHG reduction target to address GHG sources that are beyond the County's influence.

The County's GHG Reduction Target and Plan can "credit" future regional, statewide, or federal regulations and would reduce GHG emissions, as applicable. For example, vehicle emissions standards and low carbon fuel standards would substantially reduce emissions associated with the 2030 General Plan, just as it would reduce mobile source emissions throughout California communities. The effect of future regulations will be taken into account through implementation of the County's GHG Reduction Plan. The GHG reduction target may need to be revised occasionally as new legislation or regulations become effective. With emerging transportation modeling tools, it may become necessary to re-analyze the County's GHG emissions to better account for the benefits of transit investment, infill and mixed-use development, roadway connectivity, and other elements of the 2030 General Plan and implementing actions.

In addition to policies included in the General Plan and implementing actions, the County's GHG Reduction Plan will identify additional plans, policies, projects, actions, mitigation measures, and regulations that are necessary to reduce GHG emissions to a level consistent with the County's GHG reduction target.

The GHG Reduction Plan may include, but is not limited to:

- Regulations;
- Infrastructure investment strategies;
- Development streamlining and other incentives;
- Contributions to (and/or local use of) carbon offset programs;
- Infill and redevelopment plans and projects;
- Affordable housing projects or other higher-density housing and mixed-use projects near existing or planned future transit stops and along existing or planned pedestrian/bicycle networks;

- Bicycle and pedestrian master plans and infrastructure projects;
- Other public facilities and infrastructure projects in areas targeted for reinvestment;
- Financing programs for installation and use of renewable energy infrastructure in new and/or existing development;
- Programs to assist existing property owners in making energy efficiency upgrades;
- Travel demand management programs for new nonresidential projects; and
- Other plans and projects consistent with the 2030 General Plan that would improve per-capita and per-employee GHG efficiency in the County.

If a carbon offset program is developed locally, funding from this program should be used for revitalization, land assembly, transit improvements, pedestrian/bicycle facilities, and similar efforts in already-developed parts of the Valley Growth Boundary, where GHG-efficient land use and transportation environments will be provided.¹ The offset should be tied to a County GHG efficiency target for new land use projects. If developments are proposed that would exceed the GHG efficiency target, the County could require a GHG offset at a level necessary to achieve the County's GHG efficiency threshold for the lifetime of the subject project. The County could also participate in a regional or statewide offset program, as appropriate.

Since transportation is the largest sector contributing to GHG emissions both locally and at the statewide level, land use/transportation projects that manage travel demand are crucial to achieving the state's GHG emissions reduction target. The County will prioritize and seek grant funding to promote planning and development projects that increase housing/employment density, place homes in closer proximity with destinations, increase accessibility to transit, or otherwise decrease vehicle miles traveled (per household, per capita, per job).

The County will periodically monitor progress toward its GHG reduction target and, if necessary, consider revisions to the GHG Reduction Plan and implementing actions. As a part of ongoing monitoring, the County will follow changes in the regulatory environment and technology, as well as grant and other funding programs that could be used to fund different components of the County's GHG Reduction Plan.

Related Goals:	Goal HS1, Goal HS2, Goal HS3, Goal HS5, Goal HS11, Goal CD2, Goal CD4, Goal CD5, Goal CD6, Goal CD7, Goal CD8, Goal CD10, Goal CD15, Goal NR2, Goal NR7
Agency/Department:	Community Development and Services Agency
Funding Source:	General fund, grant funding
Time Frame:	Adopt by 2013, monitoring reports and needed revisions in coordination with Housing Element updates and updates to the Regional Transportation Plan

**AGREEMENT FOR
PROFESSIONAL SERVICES
(Climate Action Plan)**

THIS AGREEMENT for environmental science and consulting services for the preparation of a Climate Action Plan ("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

AECOM TECHNICAL SERVICES, INC.
"CONSULTANT"

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 CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT 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: Upon execution of Proposition 84: Local Sustainable Community Planning Grant contract between the County and the California Strategic Growth Council (SGC).

Termination Date: 30 days after Board adoption of the Climate Action Plan (CAP) and/or expiration of County contract with SGC whichever occurs first.

Notwithstanding the term set forth above, and unless this contract is terminated by either party 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 ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONSULTANT 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 CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT 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.

CONSULTANT 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 Director of Planning, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Jeff Goldman, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this

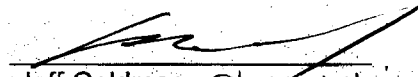
Agreement on _____, 2011.

"COUNTY"


"CONSULTANT"

COUNTY OF YUBA

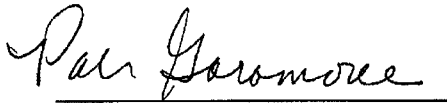
Chairman,
Yuba County Board of Supervisors


~~Jeff Goldman~~, Steven I. Heipel, Principal
for AECOM Technical Services, Inc.

INSURANCE PROVISIONS APPROVED


Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil Morris-Jones,
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following: see pages 2 through 6 of Attachment A

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 CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, CONSULTANT 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.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

PROJECT SUMMARY

The CAP will quantify the current sources of Yuba County's GHG emissions, taking into account the specific features of the County (urbanized versus rural areas, agricultural and forested areas, Valley lands versus foothills/mountainous areas, etc.) that contribute to and affect that inventory. Relevant and feasible strategies and measures will be developed to reflect this diversity of urban, rural, and environmental conditions in the County. Both documents will be prepared through a highly publicized process that engages all segments of the community—residents, farmers, business owners, public agencies, and economically disadvantaged residents. The CAP will directly contribute to the state's goals expressed in AB 32 and SB 375, meet the growth principles set forth in the SACOG Blueprint, and contribute to regional GHG reduction targets and a sustainable community strategy.

PROJECT OBJECTIVES

Air Quality. The CAP will contribute to attainment status for various air pollutants in Yuba County through measures to reduce vehicle miles traveled; provide guidance for agricultural and industrial sectors to reduce costs through energy and water conservation; increased building and other energy efficiency, reducing the demand for energy generated from fossil fuels; greater local use of renewable and "off the grid" energy sources, contributing to lower fossil fuel-generated energy; water conservation strategies, reducing energy used in treating and distributing water; and reduced solid and liquid waste generation, thereby lowering the amount of energy and fossil fuels required to collect and process such waste.

Water Quality. The Yuba County Water Agency has adopted an Interregional Water Management Plan (IRWMP) (www.ycwa.com/documents/22). The regional CAP will support implementation of both the SWP and IRWMP through measures that reduce water use and increase water conservation, encourage natural stormwater management, and encourage water recycling (thereby reducing wastewater generation). These strategies will reduce energy associated with water and wastewater collection, transport, distribution, storage, and treatment, with the co-benefit of reducing GHG emissions from water use.

Promote Water Conservation. The CAP will promote water efficiency measures for both new development and retrofitting of existing buildings to improve water efficiency.

Promote Public Health. Staff at the Yuba County Health Department will participate in the preparation of the CAP and be consulted on approaches to be included to promote healthier communities.

Promote Infill, Compact Development, Revitalization of Urban and Community Centers. The CAP will include measures to encourage more infill and compact development.

Protect Natural Resources and Agricultural Land. The CAP will support implementation of the Valley Growth Boundary and rural community center concepts in the General Plan. The CAP will also implement county general plan strategies that seek greater economic incentives for farmers who follow agricultural practices that support natural habitat conservation and connect urban residents to locally grown produce, further supporting the local agricultural economy and healthy communities.

Reduce Automobile Use and Fuel Consumption. The countywide CAP will support the California Transportation Plan 2035 and 2040 by including measures for multi-modal transportation, higher densities and mixed uses around transit stations and along major transportation corridors, city-centered growth with more compact development and less pressure to convert natural resource lands and farmlands, greater emphasis on retrofitting older buildings and revitalizing older neighborhoods, improving energy and water efficiency, increasing mobility choices, connecting rural farmlands to urban households and businesses to increase the availability locally grown and healthy foods, and make other improvements that promote community health.

Improve Infrastructure Systems. The CAP will implement General Plan policies that seek to ensure efficient provision of infrastructure by focusing development along major transportation corridors, gathering density into mixed-use activity and employment centers to take further advantage of infrastructure efficiencies, and improving infrastructure in existing communities to promote infill development.

Promote Energy Efficiency and Conservation. The CAP will contain measures promoting building energy efficiency in new development and retrofitting of existing buildings. Both the CAP and UDC will encourage development and building construction that meets LEED or equivalent standards for energy efficiency.

Strengthen the Economy. The CAP will contribute to economic competitiveness by providing incentives and practical measures to reduce residential and business costs through energy and water savings and cost effective "green" building and site design approaches. CAP measures may include retro-fitting of government and commercial buildings, implementation of a home energy retro-fit program, and replacement of fleet vehicles. These strategies will assist business development in Yuba County. The CAP will also result in significant direct economic benefits to Yuba County such as long-term energy savings, efficient use of infrastructure, reduced traffic, cap and trade opportunities, and health benefits.

AECOM SCOPE OF WORK

High Level Activities/Milestones	Proposed Start/End Dates (Months from Start)
<p>Task 1. Project Kickoff and Baseline Data Review</p> <ul style="list-style-type: none"> • Conduct Kick-off meeting to discuss project management protocols and refine work program milestones. • Prepare a local GHG inventory by sector to determine the baseline for achieving a GHG reduction target to address State of California Assembly Bill 32 Global Warming Solutions Act (AB 32) goals. • Prepare GHG projections by the same sectors based on "business as usual" in order to quantify the GHG reduction potential of measures to be included in the CAP. • Determine factors to consider when performing a historic baseline analysis, appropriate year to use for the baseline analysis – considering the requirements of AB 32 and other sources. <p><i>Meetings and Work Products:</i></p> <ul style="list-style-type: none"> ✓ Kickoff meeting ✓ Community/ stakeholders meetings (up to 3) ✓ Refined work program and schedule ✓ Consultation meetings with County staff regarding historic baseline inventory ✓ Technical memorandum presenting baseline inventory results 	<p>0 – 1</p>

Task 2. GHG Reduction and Adaptation Strategy and Measure Development

1 – 4

- Submit for approval an appropriate, defensible GHG reduction target that would further AB 32 goals and California Executive Order S-3-05 (reducing statewide GHG emissions to 1990 levels by 2020 and to 80 percent below 1990 levels by 2050) consistent with the timeframe of the proposed General Plan update, with an interim reduction target for 2020 and 2040 for consistency with AB 32.
- Conduct meetings with representatives of the other agencies, institutions, and groups (and others to be identified by the County or stakeholders) to determine the status of each agency's climate action planning and what strategies commonly employed to reduce both VMT and GHGs for consideration within the County's CAP.
- Conduct an internal one- or two-day brainstorming session with County staff to evaluate a full scope of preliminary measures related to agriculture, transportation, and new development in the Valley Growth Boundary
- Compile a matrix of implementation measures based on the brainstorming session, relevant research on GHG and VMT reductions, and best practices for both rural and urban areas advocated by organizations as the California Air Pollution Control Officers Association (CAPCOA), the Attorney General, ICLEI, and other counties and cities throughout the nation.
- Describe the implementation measures required to achieve the selected GHG reduction target, while also measuring performance relative to job creation/retention, energy efficiency, and deployment of renewable technologies.
- Select "good," "better," or "best" packages of GHG reduction measures for each major GHG reduction and adaptation strategy for County consideration.
- Calculate a ratio of cost to environmental benefit for each strategy in consideration of carbon reduction per \$1,000 invested, return on investment, life cycle costs, and simple payback.

Meetings and Work Products:

- ✓ Technical memoranda for inclusion within Planning Commission and Board of Supervisors report
- ✓ Meetings with groups of representatives from non-County institutions, cities, agencies, and community organizations (up to 3)
- ✓ Summary notes from each meeting
- ✓ Public education meetings (3) to introduce climate change and the CAP
- ✓ Facilitation of brainstorming session to develop preliminary GHG reduction and climate change adaptation strategies and measures
- ✓ Summary notes from brainstorming session
- ✓ Preliminary matrix of CAP strategies and measures
- ✓ Reduction measures matrix
- ✓ PowerPoint presentation for use in public meetings
- ✓ Provide content for climate change website

<p>Task 3. Prepare Climate Action Plan</p> <ul style="list-style-type: none"> • Prepare the following versions of the CAP: Administrative Draft, Screencheck Draft, Public Review Draft, Final Draft, and Final CAP. Organize the CAP according to following chapters: Chapter 1, Introduction to Climate Change and Yuba County; Chapter 2, Baseline GHG Emissions Inventory and Forecast; Chapter 3, Strategies and Measures, and Chapter 4, Benchmarks and Next Steps for Implementation. <p><i>Meetings and Work Products:</i></p> <ul style="list-style-type: none"> ✓ 5 versions for the CAP as described above 15 hard copies (1 unbound) & 25 disk copies of Public Draft & Final Plan ✓ Public meetings (3) and outreach to EDC through representative organizations ✓ Planning Commission and Board of Supervisors workshop on draft CAP (1 each) ✓ Planning Commission and Board of Supervisors hearings on final CAP (1 each) 	<p>5 – 6 (Admin./Screencheck Draft)</p> <p>7 – 8 (Public Review Draft)</p> <p>9 – 10 (Final Draft/Final)</p>
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Tasks/Milestones	Fee
1. Project Kick-Off & Baseline Data	\$35,000
2. GHG Reduction & Adoption Strategy	\$30,000
3. Prepare Climate Action Plan	
Admin./Screencheck Draft CAP	\$44,000
Public Review Draft CAP	\$17,000
Final Draft/Final CAP	\$8,000
Subtotal, CAP	\$134,000
ADMINISTRATIVE COSTS	
Expenses (copying, travel, materials, etc.)	\$1,250
TOTAL COST/FUNDING	\$135,250

Personnel	Title	Hourly Rate	Est. Hours	Cost
Jeff Goldman	Principal	\$185	135	\$24,975
Culley Thomas	Project Manager	\$125	310	\$38,750
Technical Staff	Planners	\$110	280	\$30,800
Technical Staff	Air Quality	\$115	135	\$15,525
Technical Staff	Economists	\$130	145	\$18,850
Support Staff	Doc Production/ Graphics/Admin	\$85	60	\$5,100
<i>Subtotal, Personnel</i>				\$134,000
Other Direct Costs				
Supplies, Travel, Equip., Misc.				\$1,250
TOTAL, CONSULTANTS				\$135,250

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed One Hundred forty-eight thousand, seven hundred and seventy-five dollars (\$148,775); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed One Hundred forty-eight thousand, seven hundred and seventy-five dollars (\$148,775) which includes a \$13,525 (10%) contingency without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT 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 CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

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

ATTACHMENT C

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.

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 CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT 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. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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. CONSULTANT 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 misconduct or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT 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. CONSULTANT 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 CONSULTANT to perform services pursuant to this Agreement, CONSULTANT 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. CONSULTANT 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 CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT'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. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

D.11.1 CONSULTANT 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 CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement

not to exceed the amount documented by CONSULTANT 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 CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT 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 CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, 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.

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT 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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT 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 CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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":

Community Development & Services Agency
County of Yuba
Attn: Wendy Hartman, Planning Director
915 8th Street
Suite 123
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street
Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Jeff Goldman, AICP, Principal
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT 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 and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <u>\$2,000,000</u> | 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: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | <u>\$2,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease. |

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 designated volunteers; or the CONSULTANT 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 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 designated volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT's insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and designated volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or designated volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. Excluding Professional Liability Insurance, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, 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 if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONSULTANT 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 affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2011

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson 213-346-5464 06510B-PROF2-RETRO-11_12 Sacram CA Yvonne 4/13		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED AECOM Technical Services, Inc. 2020 L Street, Suite 400 Sacramento, CA 95811		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: N/A</td><td>N/A</td></tr><tr><td>INSURER C: N/A</td><td>N/A</td></tr><tr><td>INSURER D: N/A</td><td>N/A</td></tr><tr><td>INSURER E: N/A</td><td>N/A</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: N/A	N/A	INSURER C: N/A	N/A	INSURER D: N/A	N/A	INSURER E: N/A	N/A	INSURER F:	
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INSURER E: N/A	N/A																
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** LOS-001468214-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GLO 5965891 03	04/01/2011	04/01/2012	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
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PERSONAL & ADV INJURY	\$ 2,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 4,000,000																			
	\$																			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP 5965893 03	04/01/2011	04/01/2012	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/>					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<table border="1"><thead><tr><th>WC STATUTORY LIMITS</th><th>OTHER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></tbody></table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

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

RE: AECOM Project No: 60219906

THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND DESIGNATED VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED FOR GL & AL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE CONSULTANT. SEVERABILITY OF INTEREST/CROSS LIABILITY WORDING IS INCLUDED FOR GL & AL COVERAGES. SUCH INSURANCE AFFORDED SHALL BE PRIMARY INSURANCE AND ANY INSURANCE CARRIED BY CERTIFICATE HOLDER & ADDITIONAL INSURED SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE FOR GENERAL LIABILITY AN AUTO LIABILITY COVERAGE.

CERTIFICATE HOLDER

County of Yuba
915 8th Street, Suite 123
Marysville, CA 95901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
David Denihan

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



406-11

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

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director *WH*

DATE: September 20, 2010

SUBJECT: Dyett & Bhatia Agreement for Professional Services –
Development Code Update (OA2011-0001)

RECOMMENDATION:

The Board of Supervisors authorizes the Chairman to sign the Agreement for Professional Services between Dyett & Bhatia and County of Yuba for the preparation of a comprehensive update to the Yuba County Zoning Ordinance and Development Codes (Development Code)

BACKGROUND/DISCUSSION:

The County Zoning Ordinance was adopted 55 years ago and the last comprehensive update occurred in 1983. Since that time the zoning ordinance has been amended as needed. This has resulted in an ordinance that lacks internal consistency, is sometimes contradictory, and is not easy to use by either the public or staff. Currently, there are separate ordinances for zoning, environmental review, subdivisions, grading, and other development related regulations.

The Yuba County Community Development & Services Agency applied for and was awarded a grant from the California Strategic Growth Council for the preparation of a comprehensive update to our zoning ordinance and development codes (County Code Chapters 11-12). On June 7, 2011, the Yuba County Board of Supervisors adopted the 2030 General Plan. The General Plan included several action items to implement the goals and policies of the 2030 General Plan. There are several Action items that require zoning and development regulations to be reviewed and updated to meet General Plan Goals (such as Actions CD 2.1, 5.1, 21.1).

The Development Code Update (DC) will combine ordinances related to land use development into one chapter encompassing all development regulations. In addition to specific goals and policies requiring changes to the County's zoning and development code regulations, the 2030 General Plan also established new land use designations which, in some instances, do not

correspond directly to current zoning designations. Therefore, this project will also include a new zoning map and potentially new zoning classifications.

On August 10, 2010, the Board directed staff to submit the grant application and if successful finalize all required contracts, applications, and agreements necessary for the completion of the project. Dyett & Bhatia Urban & Regional Planners was selected as consultant to the County to assist in preparation of the Development Code. The attached Agreement for Professional Services includes the scope of work and schedule for preparation and completion of the plan (Attachment 1).

The proposed work schedule includes the appointment of an advisory committee (joint committee with the Climate Action Plan), workshops with the community, and public hearings with the Planning Commission and the Board of Supervisors. These items will be discussed further with the Board at a kick-off workshop that is anticipated to take place in October once the Professional Service Agreements have been approved.

COMMITTEE:

This agreement is in response to board action directing staff to accept the grant award for the zoning and development code update (Development Code).

FISCAL IMPACT:

This grant has a \$43,500 local match which will be a combination of in-kind services and cash. \$35,000 of the local match will be paid from development permit fees collected for the purposes of keeping the County's development codes updated.

Attachments:

1. Professional Services Agreement
2. BOS Resolution 2010-86
3. 2030 General Plan – Summary of Action Items

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

**RESOLUTION APPROVING THE)
APPLICATION FOR GRANT FUNDS FOR)
THE SUSTAINABLE COMMUNITIES)
PLANNING GRANT & INCENTIVE)
PROGRAM BOND ACT OF 2006)
(PROPOSITION 84): YUBA COUNTY)
UNIFORM DEVELOPMENT CODE &)
CLIMATE ACTION PLAN)**

RESOLUTION NO. 2010-86

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Sustainable Communities Planning Grant & Incentive Program Bond Act Of 2006 (Proposition 84); and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and,

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the filing of an application for the Yuba County Uniform Development Code and Climate Action Plan in order to become a sustainable community;
2. Certifies that applicant understands the assurances and certification in the application,
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so, and
4. Certifies that the Proposal will comply with any applicable laws and regulations.

5. Delegates authority to the Planning Director as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

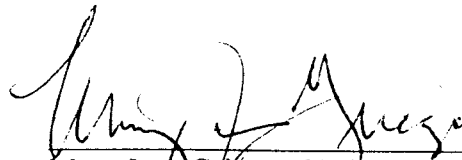
PASSED AND ADOPTED this 10 day of August
2010, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe and Stocker

NOES: None

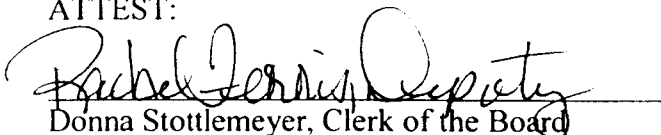
ABSENT: None

ABSTAIN: None



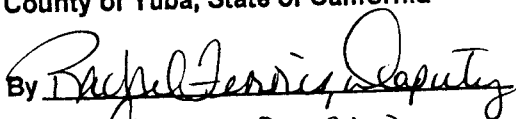
Mary Jane Griego, Chair
Yuba County Board of Supervisors

ATTEST:

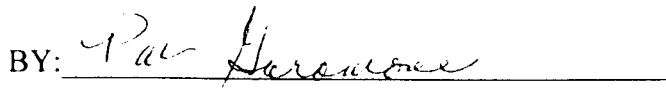


Donna Stottlemeyer, Clerk of the Board

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By 
Date: Aug 10, 2010

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

BY: 

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD1.1:</u> Review of Development Capacity in Valley Growth Boundary</p> <p>The County will review the Valley Growth Boundary at least every 8 years and make amendments, if necessary, to ensure that it continues to provide enough land for development for the next 20 years. The review of the Valley Growth Boundary will correspond with regional housing needs allocations and the County's Housing Element update cycle. The County will also periodically review the Planning Reserve Area and will consider adding areas to the Valley Growth Boundary based on an evaluation of 20-year forecasts of population and employment in unincorporated areas, the County's jobs-housing goals, and land needs for agriculture and other natural resource functions as well as consider removing lands from the Planning Reserve Area, assigning General Plan land use designations, and approving zoning and development standards, if needed, to accommodate population and employment growth consistent with the General Plan.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund	Every 8 years following adoption of the 2030 General Plan.	

<p><u>Action CD2.1:</u> Revise Standards</p> <p>Following the General Plan adoption, the County will review and revise zoning, development standards, impact fees for all County facilities (library, parks, jail, roads, etc.), and related plans and standards to ensure consistency with the General Plan.</p> <p>As a part of these amendments, the County will focus on removing constraints and creating incentives for mixed-use, infill development that is consistent with the General Plan.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund, federal and state funds, as available.	Update Zoning Ordinance and development standards by 2013	

406-11

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD3.1:</u> Compatibility Review and Conditioning of Projects and Plans</p> <p>The County will review projects against policies in this General Plan and analysis in the General Plan Environmental Impact Report (EIR) to reduce noise and air quality impacts. The County Zoning Ordinance and development standards should identify design and performance standards for noise, light, glare, air pollution, and other relevant issues. The County will use the General Plan to determine the adequacy of proposed buffering between residential land uses, and other potentially incompatible uses. The County will condition projects, as appropriate, to provide consistency with this General Plan and the General Plan EIR.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund; applicant funding for project-specific work	Ongoing	

<p><u>Action CD3.2:</u> Open Space Buffers along State Highways and Railroads</p> <p>The County will seek funding for design and implementation of air quality, noise, and visual buffers along regional transportation routes. The County will coordinate with regional transportation agencies and drainage providers to find opportunities to use these same buffer areas for natural drainage conveyance, multi-modal transportation routes, visual buffering, community gardens, and for other useful public purposes.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund; federal and state funds; other funding, as appropriate.	Ongoing, as funding opportunities arise	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD5.1:</u> Update Zoning Ordinance</p> <p>The County will ensure the updated Zoning Ordinance accommodates compact growth patterns, consistent with the General Plan. The County will consider provisions in the Zoning Ordinance that focus more on building form, function, and placement; lot design; and the relationship of buildings to the public realm (streets, plazas, public parks, etc.) and less emphasis on regulating specific land uses. The County will base performance standards in the Zoning Ordinance on General Plan policies for such topics as noise, vibration, light, glare, air pollution, and traffic. The ordinance will also be revised to address nuisances, such as blight, stockpiling, and other similar issues.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund; federal and state funds, as available.	Update Zoning Ordinance by 2013	

<p><u>Action CD7.1:</u> Corridor Planning</p> <p>The County will seek funding to support corridor planning efforts for McGowan Parkway, Olivehurst Avenue, Lindhurst Avenue, North Beale Road, the northern section of Feather River Boulevard, surrounding areas and other Mixed-Use Corridors. Mixed-Use Corridor Plans would be designed to guide mixed-use, infill development consistent with the applicable land use designation/s and zoning district/s; identify multimodal transportation improvements to support development; describe public infrastructure and facilities needed to encourage private investment; and identify incentives that would induce private investment in these areas.</p> <p>The Plans would be structured to provide a mix and density of development with adequate transportation facilities such that walking, bicycling, or taking transit is viable for daily needs of the residents of surrounding neighborhoods.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund; federal and state funds.	Ongoing, according to funding opportunities as they arise.	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD9.1:</u> Rural Community and Rural Center Plans</p> <p>The County anticipates landowner and community initiated Rural Community Plan updates, new Rural Community Plans, and planning for Rural Centers. The County will provide staff support to these efforts, wherever feasible.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency	<u>Funding Source:</u>	<p>General Fund; grant funds; applicant funding</p> <p><u>Time Frame:</u></p> <p>According to property owner requests and as funding is available</p> <p><u>Status:</u></p>
<p><u>Action CD10.1:</u> Economic Development Work Program and Strategic Plan</p> <p>The County will collaborate with other agencies to implement, monitor success, and revise the County's Economic Development Work Program and Strategic Plan. The County will also consider revisions to the Zoning Ordinance, where feasible, to promote home-based businesses and other employment-generating uses consistent with the 2030 General Plan.</p> <p>The Work Program and Strategic Plan will facilitate the location of businesses and industries that provide local employment opportunities. Job growth would be focused in the Yuba/Sutter Enterprise Zone, as well as other appropriate unincorporated areas. The County's Work Program and Strategic Plan could include, but is not limited to; business recruitment and retention; infrastructure and industrial/business park planning; incentive programs, including those that address both up-front impact fees and ongoing costs for employment generating uses; streetscape and façade improvement programs; utilities, renewable energy generation and use, and energy conservation plans and projects; and coordinate employment recruitment strategy with local community college districts and schools for training and curriculum development.</p>			
<u>Agency/Department:</u>	Economic Development Coordinator, Enterprise Zone Director, Community Development and Services Agency	<u>Funding Source:</u>	<p>General Fund; grant funding; low-interest loans</p> <p><u>Time Frame:</u></p> <p>Ongoing</p> <p><u>Status:</u></p>

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD10.2:</u> Land Use Monitoring</p> <p>The County will monitor progress toward the jobs-housing goal and, as necessary, amend the General Plan, Zoning Ordinance, Specific Plans, Community Plans, and other relevant plans and codes.</p> <p>Any amendments shall address imbalances between job and population growth, and may include revisions to allowable land uses or development standards, financial/regulatory incentives to accelerate the development of job-generating uses, and other actions.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency and Economic Development Coordinator.	<u>Funding Source:</u>	General Fund
		<u>Time Frame:</u>	Report in jobs-housing balance at least once per year to the Board of Supervisors
		<u>Status:</u>	

<p><u>Action CD12.1:</u> Facility Planning</p> <p>As funding allows, the County will seek to draft and/or update long range facility plans for relevant County departments. The Community Development and Services Agency will provide detail on population growth assumptions for different parts of the County to assist with the facility planning effort. Facility master plan projects would be a part of the County's ongoing capital improvements programming and the subject of grant applications. For example, the County should coordinate facility master plan updates with applications for the US Department of Agriculture's Rural Development low-interest loan and grant programs for rural parts of the County.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency; Administrative Services Department; Library Department	<u>Funding Source:</u>	Impact fees; federal and state funds; General Fund
		<u>Time Frame:</u>	Update facility master plans by 2015
		<u>Status:</u>	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD12.2:</u> Planning for School Sites and Facilities</p> <p>During buildout of the 2030 General Plan, the County will work cooperatively with school districts in monitoring housing, population, and school enrollment trends. The County will assist school districts in locating appropriate sites for new schools and in ensuring that infrastructure provided by new development is in place to serve newly constructed schools. The County will coordinate with residential developers and school districts to ensure that needed school facilities are available for use in a timely manner and that, to the extent feasible, new school facilities are operating prior to the occupation of the residences served.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency; County school districts	Impact fees; federal and state funds	Ongoing	

<p><u>Action CD14.1:</u> Impact Fees and Tax/Revenue Agreements</p> <p>Following General Plan adoption, the County will coordinate with the cities and other public service agencies on revenue sharing, redevelopment pass-through funding, development impact fees, and other important fiscal arrangements to implement General Plan policies.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency and County Administrator's Office.	General Fund	Ongoing during General Plan buildout	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD14.2:</u> Infrastructure Planning for Highway 65 Corridor</p> <p>The County will consult with property owners, interested developers, and relevant special districts to comprehensively plan and finance infrastructure in the Highway 65 Corridor to accommodate basic (exporting) employment-generating development. The County will consider LAFCO recommendations regarding services in this area, and will consult with Beale Air Force Base, the City of Wheatland, and special districts regarding efficient infrastructure planning. The County will determine phasing of development with infrastructure improvements and the need for an overall specific plan or master plan for comprehensive infrastructure provision in the Highway 65 Corridor area.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund; grant funding and low-interest loans for employment-generating areas; project applicant funding	As needed based on the need for development capacity and timing of development proposals	

<p><u>Action CD15.1:</u> Revise Impact Fees</p> <p>The County will have prepared a Nexus Fee Study following the 2030 General Plan update to support revised development impact fees. One focus would be to ensure that compact development that makes efficient use of land has lower fees, where this approach to development is shown to have lower costs. The County will consider basing fees on an equivalent dwelling unit (EDU) basis, a per-capita basis, or per-acre basis, depending on the type of fee. The per-EDU, per-capita, or per-acre approach would be considered rather than presenting fees on a flat-rate, per unit basis. Different types of dwelling units have different demands for services and different associated costs. The County will also consider reduced fees for infill development that has access to existing infrastructure with adequate capacity to serve that development.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency.	General Fund	Nexus Fee Study and revised fees by 2014	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD15.2:</u> Drainage Planning and Funding</p> <p>Continued implementation of the Yuba County Stormwater Management Plan and South Yuba Drainage Master Plan. The County will pursue funding to improve drainage facilities in existing developed portions of Linda and Olivehurst.</p> <p>The County will examine opportunities to revise drainage and levee impact fees, particularly in targeted reinvestment and employment development areas. The County will coordinate with special districts that provide drainage services, to assist with fee updates in these areas.</p> <p>The County will consider the feasibility of a “reverse drainage fee” that provides funding to projects that convert surface parking areas, roadways, and other impervious surfaces to parkspace, natural drainage swales, and other features that could detain stormwater, filter runoff, and provide other benefits. It is anticipated that this incentive would be consistent with a fair-share assessment of the cost of providing drainage services in the surrounding area during implementation of the General Plan.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency.	General Fund, impact fees, grant funding	Ongoing implementation of Stormwater Management Plan and South Yuba Drainage Master Plan, report to Board of Supervisors on feasibility of incentives for greening by 2014.	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD16.1:</u> Capital Improvements Planning</p> <p>During General Plan buildout, the County will adopt and implement capital improvement plans designed to provide and maintain transportation facilities needed to serve local travel needs, consistent with the General Plan.</p> <p>The County will monitor land use change in unincorporated areas compared to the assumptions used for the General Plan transportation analysis. If the assumptions used for the General Plan transportation analysis vary substantially from what actually transpires during buildout of the General Plan, the County will consider revising the list of roadway improvement projects necessary to serve the County at buildout.</p> <p>Capital improvement planning will be structured to achieve desired levels of service specified by the General Plan, where feasible. All projects identified in capital improvements plans will be consistent with General Plan goals and policies.</p>			
<p><u>Agency/Department:</u></p> <p>Public Works Department</p>	<p><u>Funding Source:</u></p> <p>Capital improvement funds to fund capital improvement plan development; various local, state, and federal funds to construct improvements identified in capital improvement plans.</p>	<p><u>Time Frame:</u></p> <p>Update capital improvement planning annually and consider substantial revisions, every 5 years; Public Works staff will prepare an annual report for the Board of Supervisors of recent trends, and planned improvements for County roadways.</p>	<p><u>Status:</u></p>

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD16.2:</u> Traffic Impact Fees</p> <p>The County will revise its Countywide Traffic Mitigation Fee Program based on a nexus study meeting state law requirements. The County will continue to require specific plans to identify funding for transportation facilities needed to serve development within each subject specific plan. The countywide program would focus on improvements needed to serve development within the unincorporated County not within a specific plan.</p> <p>The County's impact fee programs will be sensitive to elements of proposed projects that reduce their per-unit and per-employee trip generation rates. Commercial traffic impact fees should take into account whether the commercial project is designed to attract drivers or oriented toward providing services to neighborhoods.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Public Works Department	Capital improvement funds	Update Countywide Traffic Mitigation Fee Program by 2014	

<p><u>Action CD17.1:</u> Travel Demand Management Ordinance</p> <p>The County will develop a Travel Demand Management ordinance that provides options for large employers in mitigating the traffic related impacts of proposed projects. Reducing travel demand could be used in-lieu of providing traffic impact fees, where demonstrated to reduce trips, particularly during peak demand periods. Options for reducing travel demand in this ordinance could include, but are not limited to providing incentives for employees to commute via transit, bicycle, on foot, or by carpool, rather than the single-occupant vehicular commute. The County will periodically review the approaches provided under this ordinance to ensure their effectiveness and make revisions, as appropriate. The County may promote, as a part of this Ordinance, membership in the Yuba-Sutter Transportation Management Association.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Public Works; Yuba-Sutter Transit	General Fund	Ongoing	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD18.1:</u> Regional Traffic Fee Program</p> <p>The County will coordinate with cities and surrounding counties to develop and implement a regional fee program to address non-County transportation facilities, including vehicular, bicycle, pedestrian, and public transit. The regional mitigation fee program should be designed to address cumulative regional transportation needs on a fair-share basis for new specific plans and new developments. This program should address state highway facilities, as appropriate, and account for outside funding sources for state highway facilities, including but not limited to: State Transportation Improvement Program and State Highway Operation and Protection Plan funding.</p> <p>The traffic impact fees will be used to fund improvements that will be needed in the future as development occurs. If feasible, the County will use provisions of Streets and Highways Code sections 114 and 130 to bank fees for future highway projects.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	County mitigation fees, funding from aggregate sales, federal and state funds	Nexus Fee Study and revised by 2014	

<p><u>Action CD19.1:</u> Pedestrian and Bikeway Master Planning</p> <p>The County will collaborate with other agencies during buildout of the General Plan to maintain pedestrian/bicycle master plans designed to meet growth needs. The master plan updates should be designed to improve bicycle and pedestrian connections between each city in the County, cities in adjacent counties, and each unincorporated community.</p> <p>Bicycle/pedestrian master planning efforts should be coordinated with local irrigation districts, special districts, and public agencies with easements and rights-of-way, the railroad, other property owners, and other agencies and interested parties to acquire and/or use existing easements and rights-of-way for development of off-street pedestrian and bicycle pathways. Master plans will focus on improving links between neighborhoods and important destinations, such as schools, shops, commercial services, public services, and recreational opportunities</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Grant funding; regional funding	Adopt Yuba County Bikeway Master Plan by 2013	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD19.2:</u> Revise Development Code & Improvement Standards</p> <p>Following adoption of the 2030 General Plan, the County will revise its development code and improvement standards, where necessary, to encourage a high level of pedestrian, bicycle, and transit-friendliness in new development. In general, the County will consider revisions to its codes and standards to reduce road widths, reduce the amount of paved areas of roadways and parking lots, reduce pedestrian crossing distances, and reduce curb radii at intersections, in consideration of pedestrian and bicycle comfort and safety, while also considering turning templates needed for service and emergency vehicles. The County will consider revisions to its codes and standards that require wider sidewalks in areas where higher pedestrian and bicycle activity would be anticipated.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Grant funding; regional funding	Revise zoning, development codes, and improvement standards by 2013	

<p><u>Action CD19.3:</u> Transit Planning & Facilities Expansion</p> <p>During buildout of the General Plan, the County will proactively pursue funding for transit designed to meet the needs of Yuba County children, seniors, persons with disabilities, low-income, and all transit-dependent persons. The County will pursue air quality mitigation efforts that fund transit in coordination with Feather River Air Quality Management District and other interested agencies and nonprofits. The County will plan for, and implement expansion of transit service, as funding is available. Transit projects will be included in the County's capital improvements planning, as appropriate. The County will examine the need for intermodal transit transfer facilities as the transportation system expands. The County will proactively coordinate with Yuba-Sutter Transit on grant funding opportunities to fund transit expansion, consistent with the General Plan, with a focus on transit in areas with at least 20 persons plus employees per acre.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Grant funding	As funding is available	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action CD21.1:</u> Revise Development Code & Improvement Standards</p> <p>The County will revise its development code and improvement standards. The County will consider reduced surface parking in areas where pedestrians and bicyclists are concentrated and where transit service is planned. The County will consider strategies to optimize parking supply through shared parking; use of on-street parking to meet demand of nearby properties; and other strategies. The County will consider establishing parking maximums, as well as minimums, as part of the development code and improvement standard revisions.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund; grant funding	Revise zoning and development codes by 2013, revise improvement standards by 2014	

<p><u>Action CD22.1:</u> Airport Strategic Plan Updates and Master Planning</p> <p>The County will periodically review and, if necessary, revise the Airport Strategic Plan section of the Yuba County Economic Development Strategic Plan. The County will review economic studies related to the airport to guide updates. The County will coordinate with SACOG on funding and updating of the Yuba County Airport Master Plan</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency, Economic Development Coordinator, Airport Manager, Administrative Services Department	General Fund; regional funding sources	As needed and as funding is available	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS1.1:</u> General Plan and Zoning Updates</p> <p>The County will monitor maps issued by the State Department of Water Resources and the Federal Emergency Management Agency and will amend the General Plan, as necessary, to ensure compliance with state and federal standards for development in flood hazard areas.</p> <p>The County will communicate with the Central Valley Flood Protection Board to ensure that local policies and standards are consistent with state law and regulations and to ensure adequate flood protection is provided in areas anticipated for urban development or to provide demonstration of adequate progress toward the requisite level of flood protection.</p> <p>Following flood-related updates to the General Plan, the County will, if necessary, amend applicable development standards, including the Zoning Ordinance, Subdivision Ordinance, improvement standards, and other codes to ensure consistency with flood protection policies. Subdivision approvals, development agreements, permits, and other County and special district approvals should incorporate amended flood policies and regulations.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund and/or Permit fees	Annually, following issuance of official updated flood hazard maps from the Federal Emergency Management Agency and the State Department of Water Resources	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS1.2:</u> Flood Emergency Plan</p> <p>The County will collaborate with the cities of Wheatland and Marysville to develop a flood emergency plan, consistent with the adopted Central Valley Flood Protection Plan. The flood emergency plan should also be consistent with local hazard mitigation plans and the local flood protection planning.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency	<u>Funding Source:</u>	General Fund
		<u>Time Frame:</u>	Within 24 months of the adoption of the Central Valley Flood Protection Plan, which is required to be adopted by July 1, 2012
		<u>Status:</u>	

<p><u>Action HS2.1:</u> Fire Standards</p> <p>The County will maintain a planning and entitlement review process that documents compliance with state and local standards for fire safety. The County will update zoning, development, improvement standards, and building standards to maintain compliance with relevant fire codes, including those maintained by Cal Fire. County codes would be anticipated to address such topics as landscaping standards and fire-resistant plant materials, fire resistant building materials for exterior walls and other exterior features of structures, defensible space standards for different topographic conditions, sprinklers, emergency access, water supply and pressure for firefighting, building and road construction in areas prone to fire risk and greater slopes, and other relevant topics.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency; Office of Emergency Services; Yuba Watershed Protection and Fire Safe Council	<u>Funding Source:</u>	Grants, development fees, and other funding sources, and if necessary, General Fund
		<u>Time Frame:</u>	Ongoing, as necessary to maintain consistency with relevant fire codes
		<u>Status:</u>	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS2.2:</u> Yuba County Wildfire Safety Plan</p> <p>The County will prepare, adopt, and implement a comprehensive wildfire safety plan for foothills portions of the County with high and very high wildfire risk. This plan will be designed to reduce fuel loads, ensure emergency access and evacuation routes, and provide incentives for property owners to improve properties in order to reduce wildfire risk and improve fire resiliency for existing developed areas. The County will collaborate with other public agencies and land owners to improve fire safety conditions and reduce combustibility.</p> <p>Planning for emergency access and evacuation routes will take into account records of historic fire activities affecting foothills portions of the County and will also take into account fire behavior modeling, including consideration of wildfire driven by winds that could limit the use of existing evacuation routes. The County will analyze and consider planning and fair-share funding of improvements needed to provide for emergency access and evacuation routes generally leading away from the head of a wildfire.</p> <p>The County would examine fair-share funding approaches and grant funding approaches for improvements needed to provide adequate emergency access and evacuation.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency; Office of Emergency Services; Yuba Watershed Protection and Fire Safe Council	State and federal grants, other State or federal funding, and private funding from landowners of affected properties	As funding is available	

<p><u>Action HS3.1:</u> Ongoing Monitoring and Corrective Actions</p> <p>During General Plan buildout, the County may conduct water quality monitoring along key waterways and watersheds. The County may require more stringent water quality standards for developments that may affect waterways or watersheds with identified water quality problems.</p> <p>The County, in collaboration with regional water supply providers, will conduct ongoing monitoring to ensure the application and effectiveness of construction and environmental policies and standards. Ongoing monitoring would be designed to identify problems that may require corrective actions. The County will collaborate with regional and state agencies on the need for corrective actions for ongoing uses that pollute the County's water supply.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	State and federal grants, other State or federal funding, and private funding or projects near the County's waterbodies	Ongoing, with corrective actions, as needed	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS3.2:</u> Improvement Standards and Design Guidelines</p> <p>The County will revise its development, subdivision, grading, and improvement standards to allow or require natural drainage systems and low impact development drainage strategies for new developments. The County will revise its improvement standards to encourage naturalized drainage swales, pervious driveways, pervious parking areas, tracked (or "Hollywood") driveways, and other stormwater management and landscaping best practices that maximize on-site infiltration and treatment of stormwater. The County's standards and guidelines will be designed to limit disturbances to natural water bodies, reduce short- and long-term water pollution, and incorporate natural drainage systems.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General fund, applicable fees	Adopt by 2013	

<p><u>Action HS4.1:</u> Airport Land Use Compatibility Planning</p> <p>During General Plan buildout, the County will collaborate with the Airport Land Use Commission and local airports to update compatibility plans. The County will regulate and condition new development according to restrictions of local airport land use compatibility plans.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	State and federal grants, other State or federal funding, General Fund	Adopt Yuba County and Beale CLUPs by 2012 with periodic revisions during General Plan buildout	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS4.2:</u> Beale Air Force Base Coordination</p> <p>The County, along with the cities and other public service agencies, will coordinate with Beale Air Force Base representatives to ensure continued land use compatibility between County lands and base operations. The County will involve Beale representatives in development project review and conditions.</p>			
<u>Agency/Department:</u> Community Development and Services Agency	<u>Funding Source:</u> General Fund, project applicant funds	<u>Time Frame:</u> Ongoing, in response to project proposals near Beale AFB	<u>Status:</u>

2030 GENERAL PLAN ACTION ITEM MATRIX

Action HS5.1: Greenhouse Gas Reduction Plan

The County will prepare and adopt a Plan to reduce greenhouse gas (GHG) emissions. The County will choose a GHG reduction target for countywide emissions (existing and new growth) that is consistent with state and regional regulations and plans, such as those adopted to implement The California Global Warming Solutions Act of 2006 (AB 32) and California's Sustainable Communities and Climate Protection Act (SB 375).

The GHG reduction target may need to be revised occasionally as new legislation or regulations become effective. With emerging transportation modeling tools, it may become necessary to re-analyze the County's GHG emissions to better account for the benefits of transit investment, infill and mixed-use development, roadway connectivity, and other elements of the 2030 General Plan and implementing actions.

The County's GHG Reduction Plan will identify additional plans, policies, projects, actions, mitigation measures, and regulations that are necessary to reduce GHG emissions to a level consistent with the County's GHG reduction target. The GHG Reduction Plan may include, but is not limited to: Regulations; Infrastructure investment strategies; Development streamlining and other incentives; Contributions to (and/or local use of) carbon offset programs; Infill and redevelopment plans and projects; Affordable housing projects or other higher-density housing and mixed-use projects near existing or planned future transit stops and along existing or planned pedestrian/bicycle networks; Bicycle and pedestrian master plans and infrastructure projects; and Financing programs for installation and use of renewable energy infrastructure in new and/or existing development.

The County will prioritize and seek grant funding to promote planning and development projects that increase housing/employment density, place homes in closer proximity with destinations, increase accessibility to transit, or otherwise decrease vehicle miles traveled (per household, per capita, per job).

The County will periodically monitor progress toward its GHG reduction target and, consider revisions to the GHG Reduction Plan and implementing actions. As a part of ongoing monitoring, the County will follow changes in the regulatory environment and technology, as well as grant and other funding programs that could be used to fund different components of the County's GHG Reduction Plan.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund, project applicant funds	Adopt by 2013, monitoring reports and needed revisions in coordination with Housing Element updates and updates to the Regional Transportation Plan	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS5.2:</u> Assist Farmers to Reduce Greenhouse Gas Emissions</p> <p>The County will meet with local agricultural groups, such as the Yuba-Sutter Farm Bureau, UC Davis Extension representatives, local organic farming groups, and other public and private groups representing farmers to discuss programs to reduce agricultural greenhouse gas (GHG) emissions. Methods to be explored may include, but are not limited to reduction strategies from changes in crop management, animal wastes, energy use, crop residue burning, livestock management, soil management, solid waste management, fertilizers, and off-road equipment. The County will seek funding, through carbon offsets or other sources, to provide incentives that encourage farmers to participate in consensus GHG reduction programs for agriculture.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency and Agricultural Commissioner, in collaboration with local farming groups	General fund, grant funding, carbon offset fees	Ongoing, as funding is available	

<p><u>Action HS7.1:</u> Revise County Standards for Camp Beale Area</p> <p>The County will revise its standards to address the potential for residual buried munitions in the former Camp Beale area. The intent of these revisions would be to ensure that public safety is considered in County approvals for any type of earth disturbance, such as grading, installation of foundations, trenching for underground utilities, installation of septic systems, and other actions. The County would revise its Ordinances to clarify the process for entitlements in areas identified as having a high probability to contain munitions or other hazardous materials associated with the former Army Base.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General fund	Adopt by 2015	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS8.1:</u> Grading Permits, Erosion Control Plans, Drainage Studies, and Geotechnical Evaluations</p> <p>The County will update and maintain standards designed to avoid geologic hazards, mitigate for soils related constraints, reduce impacts to hydrological and drainage conditions, and minimize erosion resulting from site grading and preparation, construction, and ongoing operations. Projects will be conditioned to include measures to avoid geologic and soils related impacts, as necessary.</p> <p>The County will require a geotechnical evaluation prior to construction of buildings meant for public occupancy in areas with potential risk related to geologic condition or soil limitations, as identified on maps maintained by the County. The geotechnical evaluation shall evaluate all relevant risks, which may include but are not limited to liquefaction, erosion, landslide, expansive soils, subsidence, and seismic activity. Recommendations from the geotechnical evaluation shall be incorporated into the subject project or plan in order to reduce risk to levels acceptable to the County. The County will also incorporate geotechnical evaluations and recommendations into its own public investments, as appropriate.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Project applicant funding	Ongoing, as projects are proposed	

<p><u>Action HS9.1:</u> Emergency Access and Evacuation Routes</p> <p>The County will seek funding to implement Action Items listed in the Multi-Hazard Mitigation Plan and future revisions to this Plan, including those actions intended to avoid flooding over emergency access routes. The County will consider, as a part of future revisions to the Multi-Hazard Mitigation Plan, whether new growth accommodated under the General Plan will require improvements to circulation or drainage in order to ensure adequate emergency access and evacuation egress, even in the event of a flood. As noted in Action HS1.2, the County will collaborate with Wheatland and Marysville on development of a flood emergency plan.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
County Office of Emergency Services	Grant funding	Ongoing, as funding is available	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS10.1:</u> Airport Land Use Planning</p> <p>The County will coordinate development requests in areas addressed by Airport Comprehensive Land Use Plans (CLUPs) according to the land use restrictions embodied in those plans and will initiate amendments to the General Plan and revisions to zoning, if necessary, following updates to local CLUPs.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency	<u>Funding Source:</u>	<u>Status:</u>
	Project applicant funding	<u>Time Frame:</u>	
		Ongoing, as projects are proposed within zones addressed by local CLUPs	

<p><u>Action HS10.2:</u> Noise Generating Projects</p> <p>Where development projects or roadway improvement projects could potentially create noise impacts, an acoustical analysis shall be required as part of the environmental review process so that noise mitigation may be included in the project design. Such analysis shall be the financial responsibility of the applicant and be prepared by a qualified person experienced in the fields of environmental noise assessment and architectural acoustics. Mitigation strategies shall emphasize site planning and design over other types of mitigation.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency	<u>Funding Source:</u>	<u>Status:</u>
	Project applicant funding	<u>Time Frame:</u>	
		Ongoing, as projects are proposed	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action HS10.3:</u> Revise County Noise Standards</p> <p>The County will maintain noise control regulations consistent with the stated policies of this plan and within the capacity of the County to equitably enforce. The County's building, zoning, subdivision, and public peace & safety codes will be revised to incorporate these policies. The County's code updates will provide construction noise guidance and will define special public events that are exempt from noise policies and standards.</p>			
<u>Agency/Department:</u> Community Development and Services Agency	<u>Funding Source:</u> General fund	<u>Time Frame:</u> Adopt by 2013, update as needed	<u>Status:</u>

2030 GENERAL PLAN ACTION ITEM MATRIX

Action NR1.1: Regional Park Authority or District

The County will initiate the process for forming the regional authority/district in collaboration with partner agencies, City of Marysville, Olivehurst Public Utilities District, City of Wheatland, Yuba Feather Community Services District, school districts, levee districts, and community service groups and the Yuba Local Agency Formation Commission.

The new park and recreation authority should take on regional-scale projects within Yuba County. The regional authority should provide assistance to community groups, county and city staff, and any other interested parties regarding how to improve their local and regional parks. The regional authority should circulate information about potential park funding sources to these interested parties. It is anticipated that the regional authority's staff would be an important resource for connecting local parks and recreation projects to available funding sources.

Following the creation of the regional authority, Yuba County could continue to plan for local parks in unincorporated areas, using in-lieu fees and other funding approaches.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund, grant funding, fees, and other funding sources, as available	Initiate regional discussions regarding feasibility of regional authority by 2013	

Action NR2.1: Urban Greening Projects

The County will identify and seek funding for urban greening projects that provide for a range of benefits, such as: Reducing greenhouse gas emissions; Decreasing air and water pollution; Reducing the consumption of natural resources and energy; Increasing the reliability of local water supplies, and/or Increasing adaptability to climate change. The County's urban greening projects will be designed to promote infill development and social equity, protect environmental resources, including agricultural lands, and encourage efficient development patterns. The County will coordinate with local school districts, local utility providers, cities, and other local and regional agencies, where appropriate, for Urban Greening Projects of mutual benefit.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Grant funding, as available	Throughout General Plan implementation, as funding is available	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action NR3.1:</u> Agricultural Zoning</p> <p>As a part of the comprehensive Zoning Ordinance update the County will establish minimum parcel sizes on Cropland and Grazing Land designed to promote their long-term viability for agricultural use. County staff will collaborate with local experts from UC Cooperative Extension, the Yuba-Sutter Farm Bureau, and other organizations, as well as local farmers for guidance on minimum parcel sizes required to support ongoing viable operations within the context of local crop types and grazing operations. The County's Zoning Ordinance will be revised to regulate land use and parcel size on Cropland and Grazing Lands outside the Valley Growth Boundary and Rural Communities, based on this guidance.</p>			
<u>Agency/Department:</u>	Community Development and Services Agency; Agricultural Commissioner	<u>Funding Source:</u>	General Fund and/or permit fees
		<u>Time Frame:</u>	The County's zoning and development standards will be revised following the General Plan update. The target date for approving a revised zoning code is 2013.
		<u>Status:</u>	
<p><u>Action NR3.2:</u> Agricultural/Urban Interface</p> <p>The County will develop and approve guidelines for the required location and design of agricultural buffers. Allowed land uses within buffer areas would include drainage swales, trails, roads, other facilities and infrastructure, community gardens, native landscaping, linear parkland, and other uses that are compatible with ongoing agricultural operations. Buffer guidelines will illustrate methods to avoid conflicts between ongoing agricultural uses and encroaching urban development. Buffers will be designed to avoid nuisance complaints related to dust, spraying, noise, and other relevant issues. The width will depend on such factors as prevailing winds, crop types, agricultural practices, and other relevant factors. The width of roads, trails, drainage ways, other rights-of-way, and easements may count as part of the buffer</p>			
<u>Agency/Department:</u>	Community Development and Services Agency; Agricultural Commissioner	<u>Funding Source:</u>	General Fund and/or fees
		<u>Time Frame:</u>	The target date for approving guidelines for agricultural buffers is 2013.
		<u>Status:</u>	

2030 GENERAL PLAN ACTION ITEM MATRIX

Action NR4.1: Carbon Sequestration Programs

The County will proactively coordinate with local and regional agencies to investigate the feasibility of setting up a carbon offset program. The County will coordinate with the U.S. Forest Service, Bureau of Land Management, Yuba County Water Agency and water districts, and private timber companies and nonprofits to encourage local development of state-certified carbon sequestration projects. The County should encourage local application of regional greenhouse gas (GHG) offset fees, if feasible. Local GHG fees collected for projects that do not achieve GHG efficiency policies on a per-capita, per-employee, or per-service population basis should be able to mitigate impacts using local, verified, GHG offset programs, if feasible.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Mitigation fees, grant funding, other available funding sources	Implement program, if feasible, by 2020	

Action NR5.1: Environmental Review and Mitigation

The County will maintain information on biological resources, including data gathered for this General Plan and the NCCP/HCP, and will use this information to determine whether projects could have potentially significant impacts on biological resources, and whether project-level biological assessments would be required prior to project approval. Private and public projects will be required to comply with provisions of the California Environmental Quality Act (CEQA), including documentation and mitigation of potentially significant impacts. The County will identify a range of exemptions and streamlining for infill development projects where the County is the CEQA lead agency, including streamlining of biological resource information that is necessary to entitle such development projects.

For projects that would affect the function and value of river, stream, lake, pond, or wetland features, each of these features shall be delineated. For wetlands, the delineation shall be conducted in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and verified by USACE.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Project applicant funding for private plans and projects, various sources of funding for public projects	Ongoing, as projects are proposed under the 2030 General Plan	

2030 GENERAL PLAN ACTION ITEM MATRIX

Action NR5.2: Conservation Planning

The County, in collaboration with other participating agencies, will participate in development, adoption, and implementation of a Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). Mitigation and conservation measures from the NCCP/HCP will be incorporated into the County's monitoring and implementation of the General Plan, Specific Plans, and Community Plans, as appropriate.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency, partnering with other regional agencies	Mitigation fees, grant funding, General Fund, other appropriate funding sources	The County's goal is to have an adopted NCCP/HCP by 2015, although many other agencies and stakeholders are involved in regional conservation planning efforts, and the timeline is beyond the County's direct control.	

Action NR5.3: Wetlands and Riparian Buffers

Through review of proposed private and public projects near wetlands and riparian areas, the County will require buffering to protect these important habitats. Setbacks are expected to range from 33 to 150 feet in width. Where stream courses are contained within levees, as in the case of the Bear, Feather, and Yuba rivers, required setbacks shall be measured from the outside toe of the levee. Where levees are not present, the buffer shall be measured from the edge of the active floodway.

Setbacks will be included as a part of conditions of approval for proposed projects. The depth of the setback shall be determined based upon site-specific conditions and communication with appropriate trustee and responsible agencies, such as the California Department of Fish & Game, the U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service. Depending on the vegetation type, ongoing management of buffers may be necessary to address invasive species, human disturbance, and to sustain habitat and water quality functions.

In the case of vernal pool wetlands, sufficient area shall be preserved to maintain the hydrologic integrity of each vernal pool to be preserved. Low-impact recreation could be allowed in buffer areas so long as impacts to these sensitive habitats are avoided or fully mitigated. Human and pet disturbance in sensitive habitat areas should be discouraged as a part of buffer and project design.

2030 GENERAL PLAN ACTION ITEM MATRIX

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Project applicant funds	Ongoing, as projects are proposed	

Action NR5.4: Voluntary Restoration on Agricultural Lands

The County will coordinate with other service providers and the Yuba Conservation District to seek funding for projects in existing agricultural areas including: planting native vegetation around the edges of farms, around structures, and along roads and driveways; and maintaining or improving irrigation and drainage canals to provide enhanced habitat value.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency and Agricultural Commissioner, partnering with other regional agencies	Mitigation fees, grant funding, General Fund, other appropriate funding sources	Ongoing, as funding is available	

Action NR5.5: Yuba River Recreation & Wildlife Enhancement Plan

The County will coordinate with the City of Marysville, local citizen groups, the Bureau of Land Management, the Yuba County Water Agency, and local mining companies to prepare and implement a Recreation and Wildlife Enhancement Plan for the Yuba River. The County will appoint a staff person to coordinate and oversee this planning effort. The Plan will be designed to develop public access, recreational opportunities, cultural amenities, and other appropriate uses, while restoring and conserving important habitat along the Yuba River.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency, partnering with other regional agencies	Mitigation fees, grant funding, General Fund, other appropriate funding sources	Ongoing, as funding is available	

2030 GENERAL PLAN ACTION ITEM MATRIX

Action NR6.1: Environmental Review and Mitigation

Building on the analysis in the General Plan Program EIR, new development projects that could have significant adverse impacts to prehistoric or historic resources will be required to assess impacts and provide mitigation. The following steps, or those deemed equally effective by the County, will be followed:

Request information from the Native American Heritage Commission, Involve the local Native American community in determining the appropriate mitigation of impacts to significant prehistoric sites, Consult the County's historic and cultural resources database and updated information from the North Central Information Center regarding cultural resource sites, structures, or landscapes that could be affected by project activities.

Where a cultural resources survey has not been performed: a pedestrian survey may be required in areas of low sensitivity; a pedestrian survey will be required in areas of moderate and high sensitivity; and based on findings of the pedestrian survey, additional technical studies may be required, such as geoaarchaeological sensitivity analysis, Native American consultation, ethnographic studies, or other analysis scaled according to the nature of the individual project.

If human remains are discovered during construction of projects occurring under General Plan buildout, the project proponent and landowner shall comply with California Health and Safety Code Section 7050.5 and California Public Resources Code Section 7050.5.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Project applicant funds	Ongoing, as construction occurs under the General Plan	

Action NR6.2: Paleontological Resources

If potential paleontological resources are detected during construction, work shall stop and consultation is required to avoid further impacts. Actions after work stoppage will be designed to avoid significant impacts to the greatest extent feasible. These measures could include construction worker education, consultation with a qualified paleontologist, coordination with experts on resource recovery and curation of specimens, and/or other measures, as appropriate.

<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	Project applicant funds	Ongoing, as construction occurs under the General Plan	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action NR7.1:</u> Energy Efficiency Retrofits in Buildings and the Public Realm</p> <p>The County will proactively track and apply for regional, state, and federal funding to be used for energy efficiency improvements and renewable energy systems installation in existing buildings and the public realm (public rights-of-way, etc.). The County will seek regional, state, and federal funding for energy efficient systems, energy-efficient appliances, insulation, energy-efficient doors and windows, and other improvements. The County will update zoning and development standards, as well as permit processes to encourage the use of renewable energy systems that are sited and designed to ensure public safety and reduce aviation conflicts.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Administrative Services, Community Development and Services Agency	Grant funding, low-interest loans, impact fees, General Fund, and other appropriate funding sources	Ongoing, as funding is available	

<p><u>Action NR8.1:</u> Planning and Regulating Land Use in Mineral Resource Areas</p> <p>The County will periodically review its regulations to ensure they remain consistent with the General Plan, account for changes in the environmental setting, promote a healthy local mineral extraction industry, and remain consistent with relevant state law. The County will review updates to Mineral Resource classifications and incorporate any needed revisions to the County's zoning and Open Space Diagram. The County will consider changes in designation/zoning of property when it can be demonstrated that mineral resources are not present or are not economically feasible. The County will consider modifications to its codes to allow mining operations on agricultural land if this is part of an ongoing agricultural operation and provided the land is returned to equivalent agricultural value.</p>			
<u>Agency/Department:</u>	<u>Funding Source:</u>	<u>Time Frame:</u>	<u>Status:</u>
Community Development and Services Agency	General Fund	Ongoing	

2030 GENERAL PLAN ACTION ITEM MATRIX

<p><u>Action NR10.1:</u> Oak Woodlands and Tree Preservation</p> <p>The County will adopt and implement a tree preservation and mitigation ordinance. This ordinance will implement state requirements for oak woodlands mitigation (as required by Public Resources Code Section 21083.4, including certain exemptions).</p> <p>The tree preservation ordinance will address native oak trees measuring 6 inches or more in diameter at breast height (dbh) and all other trees greater than 30 inches dbh. The ordinance will describe the process by which the County determines the significance of impacts related to tree removal. For oak woodlands, mitigation can occur through: conservation easements; planting (up to 50% of mitigation requirement); restoration; contribution to the Oak Woodlands Conservation Fund; or equally effective mitigation formulated by the County during development of this ordinance.</p>			
<p><u>Agency/Department:</u></p> <p>Community Development and Services Agency</p>		<p><u>Funding Source:</u></p> <p>General Fund and/or fees</p>	<p><u>Time Frame:</u></p> <p>Adopt ordinance by 2015</p>
		<p><u>Status:</u></p>	

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**AGREEMENT FOR
PROFESSIONAL SERVICES
(Unified Development Code)**

THIS AGREEMENT for land use/zoning consulting services for the preparation of a Unified Development Code ("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

Dyett & Bhatia
"CONSULTANT"

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 CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT 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: Upon execution of Proposition 84: Local Sustainable Community Planning Grant contract between the County and the California Strategic Growth Council (SGC).

Termination Date: 30 days after Board adoption of the Unified Development Code (UDC) and/or expiration of County contract with SGC whichever occurs first.

Notwithstanding the term set forth above, and unless this contract is terminated by either party 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 ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONSULTANT 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 CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT 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.

CONSULTANT 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 Director of Planning is the representative of the COUNTY and will administer this Agreement for the COUNTY. Michael Dyett is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party. Modifications to the terms of this agreement that do not exceed 10 percent of the contract amount may be approved by the Director of Planning.

8. ATTACHMENTS.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this

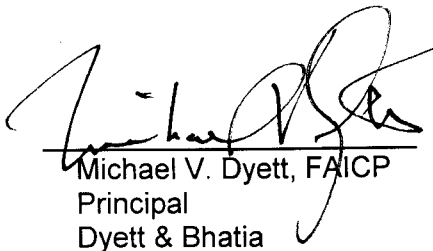
Agreement on _____, 2011.

"COUNTY"

"CONSULTANT"


COUNTY OF YUBA

Chairman of the Board
Yuba County Board of Supervisors




Michael V. Dyett, FAICP
Principal
Dyett & Bhatia

INSURANCE PROVISIONS APPROVED



Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil Morris-Jones,
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following: see pages 2 through 6 of Attachment A

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 CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, CONSULTANT 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.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

PROJECT SUMMARY

The UDC will combine the County's current zoning, subdivision, erosion control, grading/drainage, environment compliance, improvement, and related codes and standards into a single cohesive uniform document. The contents of these codes will be restructured to reflect guidance provided in the 2030 General Plan and to illustrate through design guidelines preferred approaches to development and open space conservation. The code will focus on design approaches that provide incentives for high-quality development, reflect market conditions, make Yuba County economically competitive, and meet a wide variety of housing, employment, service, and civic needs.

PROJECT OBJECTIVES

Air Quality. The UDC will contribute to improving air quality through more compact urban development in the Valley Growth Boundary along transportation corridors, mixed-use centers with greater connectivity, and other strategies that will aid in reducing VMT.

Water Quality. The UDC will include design guidance and development standards that encourage compact development patterns, site design, and building design that reduce water use and wastewater generation; where appropriate.

Promote Water Conservation. The UDC will include standards for incorporating water efficiency into new buildings.

Promote Public Health. The UDC will contribute to healthy community principles of meeting the basic needs of all residents, ensuring quality and sustainability of the environment, adequate levels of economic and social development, and supportive social relationships through all stages of life.

Promote Equity. The UDC will include design guidance focused on higher quality communities and amenities that would attract more employers and add certainty in the development process. The UDC is the next logical step to follow County's efforts to reinvest in existing communities along North Beale Road, East Linda, and Olivehurst. The UDC will also provide for a variety of housing types, ages, and incomes through design guidance for both infill development and new communities.

Increase Housing Affordability. The UDC will strive to increase housing affordability with measures to reduce energy and water related housing costs, design solutions that promote "affordability by design," and land use strategies that encourage more compact and higher density housing in mixed-use centers closer to services and jobs. The County has a state-certified Housing Element, and the UDC will include site planning and design approaches that illustrate how affordable housing projects can be built to meet the County's Regional Housing Needs Assessment allocation.

Promote Infill, Compact Development, Revitalization of Urban and Community Centers. The UDC will provide guidance for compact development and infill and revitalization of existing communities. In addition, neighborhood, mixed-use corridor, and commercial centers will be identified for existing communities to further incentivize reinvestment. UDC with design guidance and illustrated examples of such mixed-use neighborhoods and activity centers. The UDC is also anticipated to include a mixed-use designation for transportation and commercial corridors that will provide guidance for the revitalization of these corridors. A corridor designation will build upon the planning and transportation efforts along North Beale Road, in East Linda, and in Olivehurst.

By providing positive design guidance for infill development and re-use, the UDC will ensure the

compatibility and acceptability of such development within existing communities and result in new communities that better serve the needs of residents. When combined with the County's corridor and reinvestment strategies (North Beale, East Linda, and Olivehurst), the UDC can serve as another tool to incentivize infill and compact development.

Protect Natural Resources and Agricultural Land. The UDC will implement the growth and reinvestment strategies included in the 2030 General Plan. Implementation will reduce the urban development footprint in the Valley and promote more compact rural communities in the foothills and mountain regions of the County. In addition, the UDC will contain design guidance to better accommodate development compatible with natural and working (agricultural) landscapes, focusing on the conservation design principles that work with nature. These principles will be illustrated to show how natural buffers, stormwater management, habitat areas, agricultural lands, and other open spaces can be protected while meeting the County's economic and growth needs.

Reduce Automobile Use and Fuel Consumption. The UDC will promote smaller block sizes and higher connectivity ratios along with design guidance for mixed-use centers. The County's growth strategy will lead to development patterns that support enhanced transit service. Indicators include vehicle miles traveled, change in travel mode split, and connectivity of new development.

Improve Infrastructure Systems. The UDC will implement General Plan policies that seek to ensure efficient provision of infrastructure by focusing development along major transportation corridors, gathering density into mixed-use activity and employment centers to take further advantage of infrastructure efficiencies, and improving infrastructure in existing communities to promote infill development.

Promote Energy Efficiency and Conservation. The UDC will include illustrated building design and site planning guidance for natural space conditioning with passive solar, wind, vegetative shading, and other techniques; active solar and wind power generation; and building orientation in relation to natural terrain.

Strengthen the Economy. Consistent with General Plan Economic Development Goal CD10 (Community Development Element), the UDC will provide flexible development standards and streamlined entitlement review. Flexible development standards envisioned in the UDC and streamlined entitlement review will provide cost savings for development projects and encourage investment and job creation in targeted areas. The UDC will increase economic competitiveness by providing design guidance for the development of employment centers adjacent to major transportation corridors and other infrastructure and how these centers can take maximum advantage of locating along these corridors. In addition, the UDC will encourage sustainable growth, enhance development and redevelopment opportunities, provide for commercial and residential development in mixed growth scenarios, and encourage investment in infill areas and existing communities.

DYETT & BHATIA SCOPE OF WORK

Task 1. Analysis/Diagnosis of Existing County Development Codes (\$10,000)

- Attend kick-off meeting with County staff to review the goals and objectives of the UDC.
- Review the existing county codes (zoning, subdivision, grading, environmental protection, fire safe regulations, drainage/stormwater management, etc.) to identify potential revisions related to inconsistencies with state law, administrative regulations, and recent judicial interpretations; unclear sections, including areas where administrative procedures are not clearly defined; opportunities to incorporate illustrated design guidance and development standards; potential

modifications based on best practices in other, similar communities; and definitions and identifying terms in need of modification, as well as additional terms which need to be defined.

- Participate in introductory Technical Advisory Committee (TAC) meeting on project & code issues. Assist County staff with preparation of meeting materials (agenda, PowerPoint, etc...).
- Conduct County staff meeting/interviews with stakeholders on code issues and procedures.
- Participate in TAC meeting to review findings. Assist County staff with preparation of meeting materials (agenda, PowerPoint, etc...).

Meetings and Work Products:

- ✓ Project kick-off meeting
- ✓ Diagnosis Report (draft and final): one hard copy & one electronic copy (word)
- ✓ County staff meeting
- ✓ TAC meeting
- ✓ Meeting summaries: one electronic copy

Task 2. Administrative Draft Unified Development Code (\$58,500)

- Prepare preliminary draft table of contents and annotated outline that meet the County's goals for a streamlined, easy-to-use code. Build upon the current contents of existing codes that will comprise the UDC, with recommended additions and modifications.
- Attend TAC meeting and assist County staff with preparation of meeting materials.
- Assist County staff in the preparation of an administrative draft code with illustrated design guidance, development standards, environmental performance standards, and procedural/administrative requirements. Contents will include form-based development standards, conservation subdivision design, hillside development, fire-safe site planning and building design, energy conservation design, open space site planning, commercial signage, water sensitive site design, and stormwater quality site design. It is anticipated that a form-based code will be developed for urban areas and traditional Euclidean code with some form-based elements for several rural community areas.
 - Consultant will be responsible for creating all graphics included in the UDC, development of the design guidelines and form based development standards for select areas of the County.
 - Consultant will provide guidance and technical assistance to County staff in the preparation of the remaining sections of the UDC.
 - Consultant will combine County and consultant work products into a cohesive UDC document.
- Prepare Screencheck Draft UDC

Meetings and Work Products:

- ✓ Conduct a meeting with County staff to review administrative draft code
- ✓ Attend TAC meeting on administrative draft code and assist County with meeting preparation
- ✓ Administrative Draft UDC: One unbound hard copy, five bound hard copies, and one electronic copy
- ✓ Screencheck Draft UDC: One hard copy and one electronic copy
- ✓ Meeting materials

- ✓ Meeting summaries: one electronic copy

Task 3. Draft UDC (\$12,000)

- Prepare public review draft code, incorporating County staff and TAC comments.
- Participate in three (3) public workshops to explain the UDC and receive public comment. Assist County staff with preparation of meeting materials.
- Optional Tasks: attendance at one additional TAC meeting, Planning Commission and Board of Supervisors study sessions. Provide cost for these additional meetings on Attachment 1.

Meetings and Work Products:

- ✓ Public workshops (3) to explain the new UDC
- ✓ Public Review Draft UDC: One unbound hard copy, 17 bound hard copies, 50 disk copies(PDF), one electronic copy
- ✓ Meeting materials
- ✓ Meeting summaries: one electronic copy

Task 4. Final UDC (\$8,000)

- Prepare any changes to graphics, form based codes, design guideline sections of the administrative final UDC based on public and decision-maker comments. County staff will prepare edits to all other sections.
- Prepare screencheck draft final UDC based on County staff comments.
- Prepare final UDC for adoption.
- Optional Tasks: attendance at Planning Commission and Board of Supervisors public hearings (one each). Provide cost for these additional meetings on Attachment 1.

Meetings and Work Products:

- ✓ Administrative Final UDC: One unbound hard copy, five bound hard copies, and one electronic copy
- ✓ Screencheck Final UDC: One hard copy and one electronic copy
- ✓ Final UDC: One unbound hard copy, 17 bound hard copies, 50 disk copies(PDF), one electronic copy

PERSONNEL	Title	Hourly Rate
Michael Dyett	Principal	\$200
Vivian Kahn	Associate Principal	\$180
Martha Miller	Senior Associate	\$130
Chris Ford	Associate	\$100
Melinda Hue	Planner / Urban Designer	\$95
COST		
TASK 1: Analysis/Diagnosis of Existing County Development Code		
	Staff Time	\$5,600
	Supplies	\$100
	Meetings/Workshops	\$4,000
	Travel	\$300
	Other (please specify)	n/a
	TASK 1 TOTAL	\$10,000
TASK 2: Administrative Draft UDC		
	Staff Time	\$55,000
	Supplies	\$100
	Meetings/Workshops	\$3,000
	Travel	\$200
	Other (please specify)	n/a
	TASK 2 TOTAL	\$58,500
TASK 3: DRAFT UDC		
	Staff Time	\$6,000
	Supplies	\$550
	Meetings/Workshops	\$5,000
	Travel	\$450
	Other (please specify)	n/a
	TASK 3 TOTAL	\$12,000
Task 4: FINAL UDC		
	Staff Time	\$7,250
	Supplies	\$750
	Meetings/Workshops	n/a
	Travel	n/a
	Other (please specify)	n/a
	TASK 4 TOTAL	\$8,000
OPTIONAL TASK (On a per meeting basis):		
	Task 3 TAC Meeting (Per meeting)	\$2,000
	Task 3 Commission Study Session (1)	\$4,000
	Task 3 Board Study Session (1)	\$4,000
	Task 4 Commission Hearing (1)	\$4,000
	Task 4 Board Hearing (1)	\$4,000
	TOTAL OPTIONAL TASKS	\$18,000
TASKS 1-4 TOTAL		\$88,500

Supplies: based on historical estimates for similar work; all costs are those actually recorded for out-of-pocket expenses or unit printing costs
Travel: mileage is normally calculated at the current IRS rate applicable to the date(s) of travel but will not exceed an adopted County rate.
All direct costs are billed with no administrative mark-up.
Other: no other cost items are expected.

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed One Hundred six thousand, five hundred dollars (\$106,500) which includes eighteen thousand dollars (\$18,000) in optional tasks; CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed One Hundred six thousand, five hundred dollars (\$106,500) which includes eighteen thousand dollars (\$18,000) in optional tasks without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT 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 CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

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

ATTACHMENT C

OTHER TERMS

If home office is located outside Yuba/Sutter area, reimbursement of meals when working in Yuba County shall be as follows:

Actual cost of meals including gratuities with receipt up to \$40 per day as follows:

Breakfast \$8.00

Lunch \$12.00

Dinner \$20.00

Without a receipt meals will be reimbursed as follows:

Breakfast \$5.00

Lunch \$5.00

Dinner \$10.00

Hotels: Consultant shall use hotels located within Yuba County (Marysville & Linda). Standard rooms only will be reimbursed.

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 CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT 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. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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. CONSULTANT 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 CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT 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. CONSULTANT 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 CONSULTANT to perform services pursuant to this Agreement,

CONSULTANT 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. CONSULTANT 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 CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT 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 CONSULTANT'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. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

D.11.1 CONSULTANT 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 CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT 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 CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT 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 CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, 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.

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT 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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT 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 CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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":

Community Development & Services Agency
County of Yuba
Attn: Wendy Hartman, Planning Director
915 8th Street
Suite 123
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street
Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Michael V. Dyett, FAICP
Principal
Dyett & Bhatia
755 Sansome Street, Suite 400
San Francisco, CA 94111

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT 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 and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <u>\$2,000,000</u> | 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: | <u>\$2,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | <u>\$2,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease. |

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 CONSULTANT 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 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT's insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, 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 if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONSULTANT 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 affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

Insert insurance certificate

Client#: 1710

DYETTBHAT

7/16/2011

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
07/06/2011
HUMAN RESOURCES

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Dyett & Bhatia 755 Sansome Street, Suite 400 San Francisco, CA 94111	INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Fire Ins. Co. INSURER C: Hudson Insurance Company INSURER D: INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	57SBAUZ6211	05/16/11	05/16/12	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	57UECIG7596	05/16/11	05/16/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	57SBAUZ6211	05/16/11	05/16/12	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECZO9756	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AEE7260000	04/08/11	04/08/12	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

GENERAL LIABILITY ADDITIONAL INSURED: County of Yuba, its officers, officials, employees and volunteers.
(See Attached Descriptions)

CERTIFICATE HOLDER County of Yuba Attn: Wendy Hartman 915 8th Street, Ste. 111 Marysville, CA 95901	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Naomi M. Bassett</i>
--	--

DESCRIPTIONS (Continued from Page 1)

Insurance is primary and non-contributory per policy wording.

WORKERS COMPENSATION WAIVER OF SUBROGATION IN FAVOR OF: County of Yuba,
its officers, officials, employees and volunteers.

BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 08.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. 57WECZO9756

Issued to: Dyett & Bhatia

By: Hartford Fire Ins. Co.

Premium (if any) TBD

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

County of Yuba
Attn: Wendy Hartman
915 8th Street, Ste. 111
Marysville, CA 95901

Job Description

WORKERS COMPENSATION WAIVER OF
SUBROGATION IN FAVOR OF: County of Yuba,
its officers, officials, employees and
volunteers.

Naomi M. Barrett

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

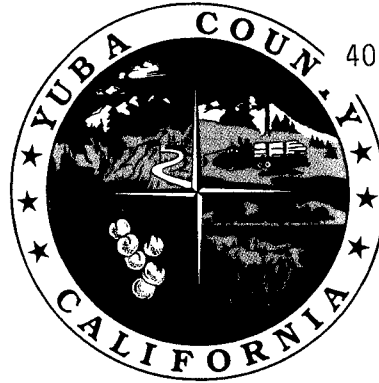
Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

To: Yuba County Board of Supervisors

From: Yuba County Redistricting Committee
Kevin Mallen, CDSA Director

Date: September 13, 2011

Subject: Amend Chapter 2.05 of the Yuba County Ordinance Code
To Reflect New Supervisorial District Boundaries

Recommendation:

Adopt an ordinance amending Chapter 2.05, adjusting the boundaries of the supervisorial districts to reflect the selected Alternative 3B to achieve equal population representation subsequent to the 2010 Census.

Background:

At the August 2, 2011 Board of Supervisors meeting, the Board opened a public hearing and received comments on three Alternatives presented for public review by the Redistricting Committee. The Board then closed the public hearing on receiving comments on the Alternatives and then opened a second public hearing to discuss selection of a preferred Alternative. The Board then took action to narrow the focus to Alternative 3 and asked the Committee to bring back at the August 9th meeting a variation of Alternative 3 for consideration that provided representation by two Supervisorial Districts for the future employment area along Highway 65. Essentially, District 3 representing the western portion of the area and District 4 representing the eastern portion of the area. At the August 9, 2011 Board of Supervisors meeting the Board selected the revised Alternative 3, which was named Alternative 3B

Discussion:

As directed by the Board at the August 9, 2011 meeting, staff has prepared an amendment to Chapter 2.05 of the Ordinance Code to reflect the revised supervisorial district boundaries.

Once adopted by the Board, the new boundaries will go into effect 30 days after adoption. After the new boundaries go into effect, future elections and appointments will need to conform to the new boundaries. Existing elected and appointed officials will be able to finish their current terms.

Attachments:

- Ordinance amending Chapter 2.05
- Alternative 3B Map

ORDINANCE NO. _____

**AN ORDINANCE ADJUSTING THE BOUNDARIES
OF THE SUPERVISORIAL DISTRICTS
OF THE COUNTY OF YUBA, STATE OF CALIFORNIA**

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 _____, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Roger Abe, Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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



Angil P. Morris-Jones, County Counsel

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

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

Section 2. Repeal. All ordinances establishing the boundaries of the Supervisorial Districts of the County of Yuba in conflict herewith are hereby repealed.

Section 3. Chapter 2.05 of the Yuba County Ordinance Code is hereby amended to read in its entirety as follows:

CHAPTER 2.05

SUPERVISORIAL DISTRICTS - MAPS

Sections

- 2.05.010. Authority**
- 2.05.020. Supervisorial District No. 1**
- 2.05.030. Supervisorial District No. 2**
- 2.05.040. Supervisorial District No. 3**
- 2.05.050. Supervisorial District No. 4**
- 2.05.060. Supervisorial District No. 5**
- 2.05.070. Severability**

2.05.010. Authority. Pursuant to Section 21500 - 21506 of the Elections Code, and Title 42, Section 1973 of the United States Code annotated, the boundaries of the Supervisorial Districts of the County of Yuba are altered and changed as set forth herein.

2.05.020. Supervisorial District No. 1.

SUPERVISORIAL DISTRICT NO. 1 shall consist of the territories bounded as follows:

BEGINNING at the centerline intersection of North Beale Road and Alberta Avenue; THENCE northerly along the centerline of Alberta Avenue to the centerline of Hammonton-Smartsville Road; THENCE southwesterly along the centerline of Hammonton-Smartsville Road to the centerline of Dantoni Road; THENCE northerly along the centerline of Dantoni Road to the centerline of Simpson-Dantoni Road; THENCE southwesterly along the centerline of Simpson-Dantoni Road to the centerline of Simpson Lane; THENCE southerly along the centerline of Simpson Lane to the centerline of the Yuba River South Levee, also being the old Southern Pacific Railroad right of way spur; THENCE southwesterly and westerly along the centerline of the Yuba River South Levee to the centerline of the Southern Pacific Railroad right of way (Marysville to Roseville line); THENCE southeasterly along the centerline of the Southern Pacific Railroad right of way to the centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to its perpendicular intersection with the centerline Lindhurst Avenue; THENCE continue northwesterly along the centerline of North Beale Road to the centerline of Feather River Boulevard; THENCE southwesterly along the centerline of Feather River Boulevard to the centerline of Alicia Avenue; THENCE southeasterly along the centerline of Alicia Avenue to the centerline of Grand Avenue; THENCE southwesterly along the centerline of Grand Avenue to the centerline of Island Avenue; THENCE westerly along the centerline of Island Avenue to the centerline of Feather River Boulevard; THENCE southerly along Feather River Boulevard to the northerly line of Lot 9 of Block 36 of the Farm Land Colony No. 1 subdivision filed in Book 1 of Maps at Page 23, in the office of the Recorder of Yuba County; THENCE easterly along the northerly line of Lot 9 of Block 36 of said Farm Land Colony map to the centerline of the Union Pacific Railroad spur; THENCE northeasterly, southeasterly, and easterly along the centerline of the Union Pacific Railroad spur to the centerline of Arboga Road; THENCE northerly and northwesterly along the centerline of Arboga Road the centerline of Erle Road; THENCE easterly and southeasterly along the centerline of Erle Road to the North-South centerline of Section 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE northerly along said North-South centerline to the one quarter section corner common to Sections 27 and 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE easterly along the South lines of Sections 27, 26, and 25 of

Township 15 North, Range 4 East, M.D.B.M. and Section 30 of Township 15 North, Range 5 East, M.D.B.M. to the corner common to Sections 29, 30, 31 and 32 of Township 15 North, Range 5 East, M.D.B.M.; THENCE northerly along the east line of Section 30 of Township 15 North, Range 5 East, M.D.B.M. to centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to the centerline of Alberta Avenue and the POINT OF BEGINNING.

2.05.030. Supervisory District No. 2.

SUPERVISORIAL DISTRICT NO. 2 shall consist of the territories bounded as follows:
BEGINNING at the intersection of the centerline of Simpson Lane with the centerline of the Yuba River South Levee, also being the old Southern Pacific Railroad right of way spur;
THENCE southwestly and westerly along the centerline of the Yuba River South Levee to the centerline of the Southern Pacific Railroad line (Marysville to Roseville line); THENCE southeasterly along said railroad centerline to the centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to its perpendicular intersection with Lindhurst Avenue; THENCE continue northwestly along the centerline of North Beale Road to the centerline of Feather River Boulevard; THENCE southwestly along the centerline of Feather River Boulevard to the centerline of Alicia Avenue; THENCE southeasterly along the centerline of Alicia Avenue to the centerline of Grand Avenue; THENCE southwestly along the centerline of Grand Avenue to the centerline of Island Avenue; THENCE westerly along the centerline of Island Avenue to the centerline of Feather River Boulevard; THENCE southerly along Feather River Boulevard to the northerly line of Lot 1 of Block 1 of the Farm Land Colony No. 1 subdivision filed in Book 1 of Maps at Page 23, in the office of the Recorder of Yuba County, California; THENCE westerly along the northerly line of Lots 1 and 2 of said Block 1

and the westerly projection of the northerly line of said Lot 2 to the western boundary of Yuba County; THENCE northerly along the western boundary of Yuba county to the centerline of the Southern Pacific Railroad line (Marysville to Gridley line); THENCE southeasterly along said railroad centerline to the corporate limits of the City of Marysville; THENCE northerly and easterly along the northerly corporate limits of the City of Marysville to the centerline of State Highway 20; THENCE northerly along the centerline of State Highway 20 to its intersection with the westerly projection of the northern line of Parcel 1 of Parcel Map No. 9.11 filed in Book 29 of Maps at page 16 in the office of the Yuba County Recorder (being Assessor's Parcel Number 018-120-021); THENCE southeasterly along the westerly projection of, and the northern line of said Parcel 1 to the northeast corner thereof; THENCE southwesterly along the easterly line of said Parcel 1 to the most southerly corner thereof; THENCE southwesterly to the northernmost corner of Parcel 4 described in deed to Yuba River Farms, Inc., recorded October 10, 1991, at Document number 1991R-011702, Official Records of Yuba County (being Assessor's Parcel Number 018-130-023); THENCE southerly along the westerly line of said Parcel 4 and the southerly projection thereof to the centerline of the Yuba River; THENCE southwesterly along the centerline of the Yuba River to the centerline of the P.G. & E. Palermo-East Nicolaus transmission lines; THENCE southeasterly along the centerline of said transmission lines to the centerline of Simpson-Dantoni Road; THENCE westerly along the centerline of Simpson-Dantoni Road to the centerline of Simpson Lane; THENCE southerly along the centerline of Simpson Lane to the centerline of the Yuba River South Levee and the POINT OF BEGINNING.

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2.05.040. Supervisory District No. 3.

SUPERVISORIAL DISTRICT NO. 3 shall consist of the territories bounded as follows:

BEGINNING at the centerline intersection of Arboga Road and Erle Road; THENCE easterly and southeasterly along the centerline of Erle Road to the North-South centerline of Section 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE northerly along said North-South centerline to the one quarter section corner common to Sections 27 and 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE easterly along the south lines of Sections 27 and 26 of Township 15 North, Range 4 East, M.D.B.M. to the centerline of the United States Bureau of Reclamation, Western Area Power Administration transmission line; THENCE southerly along said transmission line to the centerline of Ostrom Road; THENCE westerly and southwesterly along the centerline of Ostrom Road and continuing southwesterly along the centerline of Forty Mile Road to the centerline of State Highway 65 right of way; THENCE southeasterly along the centerline of State Highway 65 right of way to the east line of the west one half of the southwest one quarter of Section 24 of Township 14 North, Range 4 East, M.D.B.M., also being the east line of that certain parcel described in deed recorded January 21, 1999, at document number 1999R-000681 (being Assessor's Parcel Number 014-280-089); THENCE southerly along said east line to the south line of said Section 24; THENCE westerly along the south lines of said Sections 24 and 23 to the centerline of Forty Mile Road; THENCE southerly along the centerline of Forty Mile Road and continuing southwesterly and westerly along the centerline of Plumas Arboga Road to Algodon Road; THENCE continuing westerly along the centerline of Algodon Road, also being the south line of Section 29 of Township 14 North, Range 4 East, M.D.B.M. to the easterly line of the lands of Reclamation District 784, formerly the Sacramento Northern Railroad line, as shown on Record of Survey 2011-0002 filed in Book 93 of Maps at Page 12, Official Records of Yuba County (being Assessor's Parcel Numbers 014-530-001 and 014-340-008, 334 O.R. 525); THENCE northwesterly along said easterly line of Reclamation District 784 lands the south line of Broadway Road; THENCE along the northwesterly projection of said Reclamation District 784 easterly line to the centerline of Broadway Road; THENCE easterly along the centerline of Broadway Road to the centerline of Arboga Road;

THENCE northwesterly and northerly along the centerline of Arboga Road the centerline of Ella Avenue;
THENCE westerly along the centerline of Ella Avenue to the centerline of Feather River Boulevard;
THENCE southerly along the centerline of Feather River Boulevard to the South line of Lot 4 of Block 6
of the Arboga Colony No. 2 filed in Book 2 of Maps at Page 15, in the office of the Recorder of Yuba
County, California, also being the southern line of that certain parcel described in deed recorded
December 30, 1997, at document number 1997R-013445 (being Assessor's Parcel Number 016-060-001);
THENCE westerly along said south line of Lot 4 and the westerly projection thereof to the western
boundary of Yuba County; THENCE northerly along the western boundary of Yuba County to a point on
the westerly projection of the northerly line of Lot 2 of Block 1 of the Farm Land Colony No. 1
Subdivision filed in Book 1 of Maps at Page 23, in the office of the Recorder of Yuba County, California;
THENCE easterly along said northerly line of Lot 2 and its projection and along the northerly line of Lot
1 of said Block 1 to the centerline of Feather River Boulevard; THENCE northerly along the centerline of
Feather River Boulevard to the northerly line of Lot 9 of Block 36 of said Farm Land Colony No. 1;
THENCE easterly along the northerly line of said Lot 9 to the centerline of the Union Pacific Railroad
spur; THENCE northeasterly, southeasterly, and easterly along the centerline of said railroad spur to the
centerline of Arboga Road; THENCE northerly and northwesterly along the centerline of Arboga Road to
the centerline of Erle Road and the POINT OF BEGINNING.

2.05.050. Supervisory District No. 4.

SUPERVISORIAL DISTRICT NO. 4 shall consist of the territories bounded as follows:
BEGINNING at the intersection of the centerline of State Highway 70 and the southern boundary of Yuba
County; THENCE northeasterly along the southern boundary of Yuba County to the southeast corner of
Yuba County; THENCE northerly along the eastern boundary of Yuba County to the northeast corner of
Parcel 15 as shown on Parcel Map 2005-0036, filed in Book 86 of Maps at Page 20 in the office of the
Recorder of Yuba County; THENCE westerly along the northern line of said Parcel 15 to the centerline of

Boulder Way; THENCE northwesterly along the centerline of Boulder Way to the centerline of Mosswood Lane; THENCE northwesterly along the centerline of Mosswood Lane to the centerline of Daugherty Road; THENCE northwesterly along the centerline of Daugherty Road to the centerline of Chuck Yeager Road; THENCE northerly along the centerline of Chuck Yeager Road to the centerline of Hammonton-Smartsville Road; THENCE westerly along the centerline of Hammonton-Smartsville Road to the Range line between Range 4 East and Range 5 East, Township 15 North, M.D.B.M.; THENCE southerly along said Range line to the corner common to Sections 13 and 24 of Township 15 North, Range 4 East M.D.B.M. and Sections 18 and 19 of Township 15 North, Range 5 East M.D.B.M.; THENCE westerly along the north line of said Section 24 to the North-South centerline of said Section 24; THENCE southerly along the North-South centerline of said Section 24 and its southerly projection to the centerline of North Beale Road; THENCE easterly along the centerline of North Beale Road to the east line of Section 30 of Township 15 North, Range 5 East, M.D.B.M.; THENCE southerly along the East line of said Section 30 to the corner common to Sections 29, 30, 31 and 32 of Township 15 North, Range 5 East, M.D.B.M.; THENCE westerly along the South line of Section 30 of Township 15 North, Range 5 East and the south line of Section 25 of Township 15 North, Range 4 East M.D.B.M. to the centerline of the United States Bureau of Reclamation, Western Area Power Administration transmission line; THENCE southerly along said transmission line to the centerline of Ostrom Road; THENCE westerly and southwesterly along the centerline of Ostrom Road and continuing southwesterly along the centerline of Forty Mile Road to the centerline of State Highway 65; THENCE southeasterly along the centerline of State Highway 65 to the east line of the west one half of the southwest one quarter of Section 24 of Township 14 North, Range 4 East, M.D.B.M., also being the east line of that certain parcel described in deed recorded January 21, 1999, at document number 1999R-000681 (being Assessor's Parcel Number 014-280-089); THENCE southerly along said east line to the south line of said Section 24; THENCE westerly along the south lines of said Sections 24 and 23 to the centerline of Forty Mile Road; THENCE southerly along the centerline of Forty Mile Road and continuing southwesterly and westerly along the centerline of Plumas Arboga Road to Algodon Road; THENCE continuing westerly along the

centerline of Algodon Road, also being the south line of Section 29 of Township 14 North, Range 4 East, M.D.B.M. to the easterly line of the lands of Reclamation District 784, formerly the Sacramento Northern Railroad line, as shown on Record of Survey 2011-0002 filed in Book 93 of Maps at Page 12, Official Records of Yuba County (being Assessor's Parcel Numbers 014-530-001 and 014-340-008, 334 O.R. 525); THENCE northwesterly along said easterly line of Reclamation District 784 lands to the south line of Broadway Road; THENCE along the northwesterly projection of said Reclamation District 784 easterly line to the centerline of Broadway Road; THENCE easterly along the centerline of Broadway Road to the centerline of Arboga Road; THENCE northwesterly and northerly along the centerline of Arboga Road to the centerline of Ella Avenue; THENCE westerly along the centerline of Ella Avenue to the centerline of Feather River Boulevard; THENCE southerly along the centerline of Feather River Boulevard to the South line of Lot 4 of Block 6 of the Arboga Colony No. 2 filed in Book 2 of Maps at Page 15, in the office of the Recorder of Yuba County, California, also being the southern line of that certain parcel described in deed recorded December 30, 1997 at document number 1997R-013445 (being Assessor's Parcel Number 016-060-001); THENCE westerly along said south line of Lot 4 and the westerly projection thereof to the western boundary of Yuba County; THENCE southerly along the western boundary of Yuba County to the most southern corner of Yuba County; THENCE northeasterly along the southern boundary of Yuba County to the centerline of State Highway 70 and the POINT OF BEGINNING.

2.05.060. Supervisory District No. 5.

SUPERVISORIAL DISTRICT NO. 5 shall consist of the territories bounded as follows:
BEGINNING at the most northerly corner of Yuba County, being the corner common to Yuba and Sierra County on the southerly boundary of Plumas County; THENCE southerly along the eastern boundary of Yuba County to the northeast corner of Parcel 15 as shown on Parcel Map 2005-0036, filed in Book 86 of Maps at Page 20 in the office of the Recorder of Yuba County; THENCE westerly along the northern line

of said Parcel 15 to the centerline of Boulder Way; THENCE northwesterly along the centerline of Boulder Way to the centerline of Mosswood Lane; THENCE northwesterly along the centerline of Mosswood Lane to the centerline of Daugherty Road; THENCE northwesterly along the centerline of Daugherty Road to the centerline of Chuck Yeager Road; THENCE northerly along the centerline of Chuck Yeager Road to the centerline of Hammonton-Smartsville Road; THENCE westerly along the centerline of Hammonton-Smartsville Road to the Range line between Range 4 East and Range 5 East, Township 15 North, M.D.B.M.; THENCE southerly along said Range line to the corner common to Sections 13 and 24 of Township 15 North, Range 4 East M.D.B.M. and Sections 18 and 19 of Township 15 North, Range 5 East M.D.B.M.; THENCE westerly along the North line of said Section 24 to the North-South centerline of said Section 24; THENCE southerly along the North-South centerline of said Section 24 and its southerly projection to the centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to the centerline intersection of North Beale Road and Alberta Avenue; THENCE northerly along the centerline of Alberta Avenue to the centerline of Hammonton-Smartsville Road; THENCE southwestly along the centerline of Hammonton-Smartsville Road to the centerline of Dantoni Road; THENCE northerly along the centerline of Dantoni Road to the centerline of Simpson-Dantoni Road; THENCE southwestly along the centerline of Simpson-Dantoni Road to the centerline of the P.G. & E. Palermo-East Nicolaus transmission lines; THENCE northwesterly along the centerline of said transmission lines to the centerline of the Yuba River; THENCE northeasterly along the centerline of the Yuba River to its intersection with the southerly projection of the westerly line of Parcel 4 described in deed to Yuba River Farms, Inc., recorded October 10, 1991, at Document number 1991R-011702, Official Records of Yuba County (being Assessor's Parcel Number 018-130-023); THENCE northerly along said projection and the westerly line of said Parcel 4 to the northernmost corner of said Parcel 4; THENCE northerly to the southernmost corner of Parcel 1 of Parcel Map No. 9.11 filed in Book 29 of Maps at page 16 in the office of the Yuba County Recorder (being Assessor's Parcel Number 018-120-021); THENCE northeasterly along the easterly line of said Parcel 1 to the northeast corner thereof; THENCE northwesterly along the northern line of said Parcel 1 and the projection thereof to the

centerline of State Highway 20; THENCE southerly along the centerline of State Highway 20 to the corporate limits of the City of Marysville; THENCE westerly along the northerly corporate limits of the City of Marysville to the centerline of the Southern Pacific Railroad line (Marysville to Gridley line); THENCE northwesterly along said railroad centerline to the western boundary of Yuba County; THENCE northerly and easterly along the western and northern boundary of Yuba County to the most northerly corner of Yuba County and the POINT OF BEGINNING.

2.05.070 Severability.

If any section, subsection, sentence, clause, phrase, provision or portion of this Chapter, or the application thereof to any person or circumstances, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or provisions of this Chapter, or their applicability to distinguishable situations or circumstances. In enacting this Chapter, it is the desire of the Board of Supervisors to validly regulate to the full measure of its legal authority in the public interest, and to that end, the Board of Supervisors declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, provision, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof might be declared invalid or unconstitutional in whole or in part, as applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.

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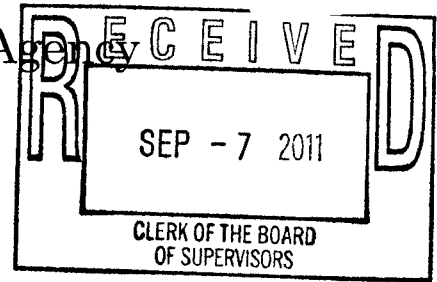


Federal Emergency Management Agency

Washington, D.C. 20472

August 30, 2011

407-11



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Roger Abe
Chair, Yuba County Board of Supervisors
915 Eighth Street, Suite 109
Marysville, CA 95901

IN REPLY REFER TO:

Case No.: 11-09-2610P
Community Name: Yuba County, CA
Community No.: 060427
Effective Date of
This Revision: **September 29, 2011**

Dear Mr. Abe:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Oakland, California, at (510) 627-7175, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

For: Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map

cc: The Honorable Enita Elphick
Mayor, City of Wheatland

Mr. Michael Lee
Director, Public Works
Yuba County

Mr. Stephen L. Wright
City Manager
City of Wheatland

Mr. Sean Minard, P.E., PLS
MHM, Inc.

Mr. Phil Rodriguez
Vice President Planned Community Development
Lewis Operating Corporation

BOS CORRESPONDENCE A



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Yuba County California (Unincorporated Areas)	DETENTION BASIN FILL	HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 060427		
IDENTIFIER	Heritage Oaks East - Grasshopper Slough South	APPROXIMATE LATITUDE & LONGITUDE: 39.007, -121.423 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 06115C0445D DATE: February 18, 2011		NO REVISION TO THE FLOOD INSURANCE STUDY REPORT	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map; ** FBFM - Flood Boundary and Floodway Map; *** FHBM - Flood Hazard Boundary Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Grasshopper Slough South - from approximately 1,470 feet downstream of State Highway 65 to immediately downstream of the railroad

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Grasshopper Slough South	Zone A	Zone A	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 060460

Name: City of Wheatland, California

AFFECTED MAP PANELS

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

TYPE: FIRM*

NO.: 06115C0445D

DATE: February 18, 2011

NO REVISION TO THE FLOOD INSURANCE STUDY REPORT

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Sally M. Ziolkowski
Director, Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway Street, Suite 1200
Oakland, CA 94607-4052
(510) 627-7175

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION

This revision will become effective 30 days from the date of this letter. Any requests to review or alter this determination should be made within 30 days and must be based on scientific or technical data.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Federal Emergency Management Agency

Washington, D.C. 20472

August 30, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Enita Elphick
Mayor, City of Wheatland
City Hall
111 C Street
Wheatland, CA 95692

IN REPLY REFER TO:

Case No.: 11-09-2610P
Community Name: City of Wheatland, CA
Community No.: 060460
Effective Date of
This Revision: **September 29, 2011**

Dear Mayor Elphick:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Oakland, California, at (510) 627-7175, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

For: Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map

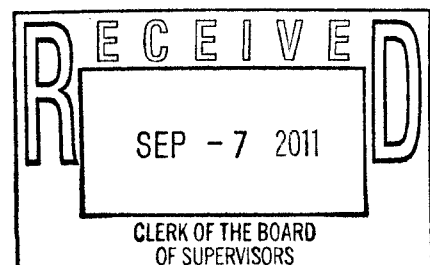
cc: The Honorable Roger Abe
Chair, Yuba County Board of Supervisors

Mr. Stephen L. Wright
City Manager
City of Wheatland

Mr. Michael Lee
Director, Public Works
Yuba County

Mr. Sean Minard, P.E., PLS
MHM, Inc.

Mr. Phil Rodriguez
Vice President Planned Community Development
Lewis Operating Corporation





Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Wheatland Yuba County California	DETENTION BASIN FILL	HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 060460		
IDENTIFIER	Heritage Oaks East - Grasshopper Slough South	APPROXIMATE LATITUDE & LONGITUDE: 39.007, -121.423 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 06115C0445D DATE: February 18, 2011		NO REVISION TO THE FLOOD INSURANCE STUDY REPORT	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map; ** FBFM - Flood Boundary and Floodway Map; *** FHBM - Flood Hazard Boundary Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Grasshopper Slough South - from approximately 1,470 feet downstream of State Highway 65 to immediately downstream of the railroad

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Grasshopper Slough South	Zone A	Zone A	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton
Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 060427

Name: Yuba County, California (Unincorporated Areas)

AFFECTED MAP PANELS

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

TYPE: FIRM*

NO.: 06115C0445D

DATE: February 18, 2011

NO REVISION TO THE FLOOD INSURANCE STUDY REPORT

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Sally M. Ziolkowski
Director, Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway Street, Suite 1200
Oakland, CA 94607-4052
(510) 627-7175

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION

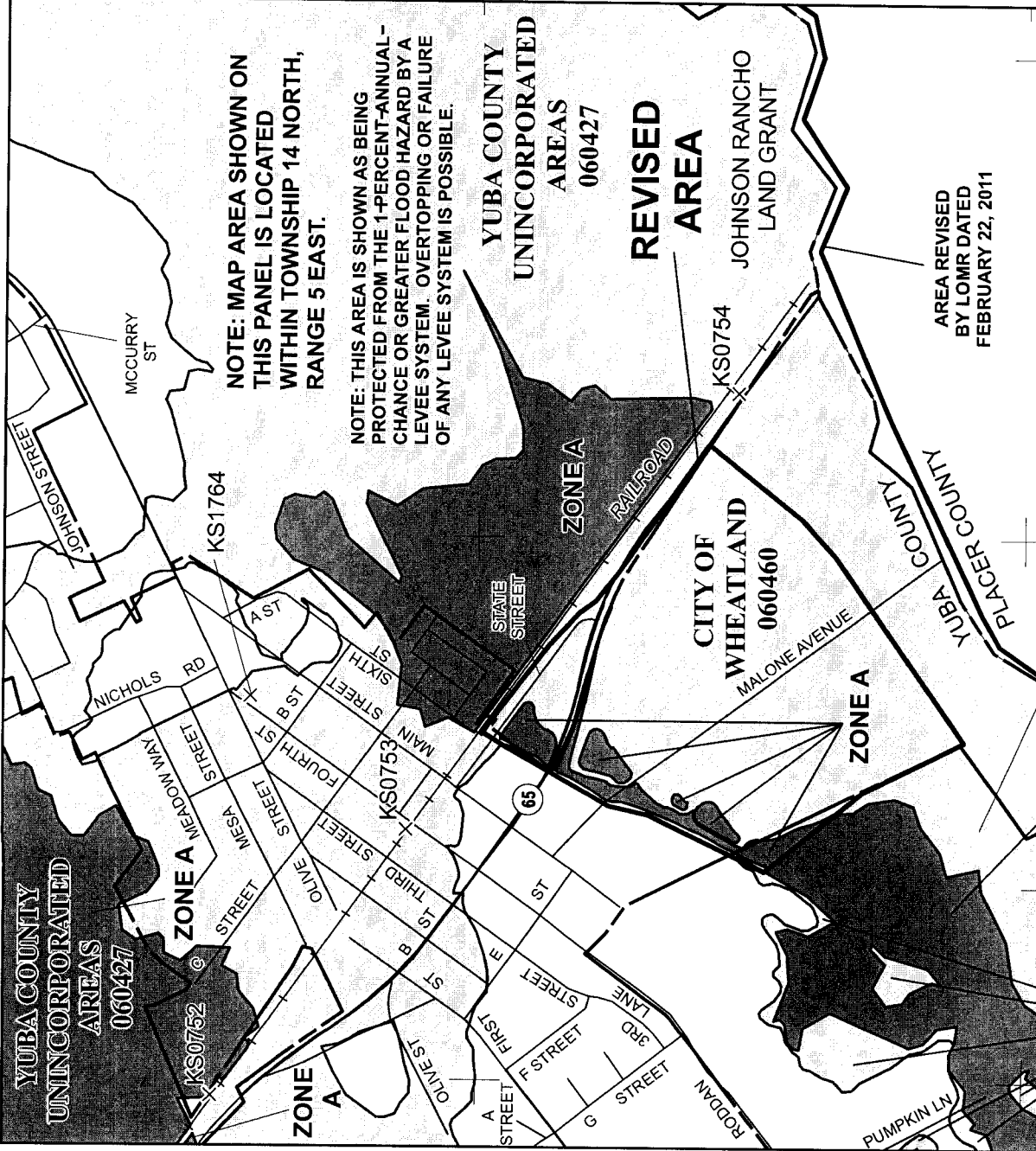
This revision will become effective 30 days from the date of this letter. Any requests to review or alter this determination should be made within 30 days and must be based on scientific or technical data.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

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Engineering Management Branch
Federal Insurance and Mitigation Administration

112451 PT202.02.BKR.11092610P.H15 102-IC



Legend

- 1% annual chance (100-Year) Floodplain
- 1% annual chance (100-Year) Floodway
- 0.2% annual chance (500-Year) Floodplain

MAP SCALE 1" = 1000'

500 0 1000 300 FEET

300 0 1000 300 METERS

NFIP

FIRM

FLOOD INSURANCE RATE MAP

YUBA COUNTY, CALIFORNIA

AND INCORPORATED AREAS

PANEL 0445D

PANEL 445 OF 510

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY YUBA COUNTY 060427

NUMBER 060460

PANEL SUFFIX 0445 D

REVISED TO REFLECT LOMR

EFFECTIVE: September 29, 2011

MAP NUMBER 06115C0445D

EFFECTIVE DATE FEBRUARY 18, 2011

NATIONAL FLOOD INSURANCE PROGRAM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Emergency Management Agency

YUBA COUNTY UNINCORPORATED AREAS 060427

REVISED AREA

JOINS PANEL 0510

AREA REVISED BY LOMR DATED FEBRUARY 22, 2011

NOTE: THIS AREA IS SHOWN AS BEING PROTECTED FROM THE 1-PERCENT-ANNUAL-CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM. OVERTOPPING OR FAILURE OF ANY LEVEE SYSTEM IS POSSIBLE.

NOTE: THIS AREA IS SHOWN AS BEING PROTECTED FROM THE 1-PERCENT-ANNUAL-CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM. OVERTOPPING OR FAILURE OF ANY LEVEE SYSTEM IS POSSIBLE.

FLOODING EFFECTS FROM GRASSHOPPER SLOUGH SOUTH

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BOARD OF SUPERVISORS

AGENDA

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



Agenda materials are available at the Yuba County Government Center, 915 8th Street, the County Library, 303 Second Street, Marysville, and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

SEPTEMBER 20, 2011

1:30 P.M. YUBA COUNTY BOARD OF SUPERVISORS FINAL BUDGET HEARINGS FISCAL YEAR 2011-2012 - (Budget Hearings may continue on a day-to-day basis through September 30, 2011)

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **PUBLIC HEARINGS - SPECIAL DISTRICTS**
 - A. County Service Areas
 1. Approve Fiscal Year 2011-2012 Budget for County Service Areas No. 2 through 70A. (409-11)
 - B. Gledhill Landscaping and Lighting Maintenance District
 1. Adopt resolution approving Fiscal Year 2011-2012 Budget in the amount of \$186,000. (410-11)
 - C. Linda Street Lighting Maintenance District
 1. Adopt resolution approving Fiscal Year 2011-2012 Budget in the amount of \$136,000. (411-11)
- IV. **PUBLIC HEARING - FINAL COUNTY BUDGET FISCAL YEAR 2011-2012**
 - A. County Administrator
 1. Present overview and recommended changes for Fiscal Year 2011-2012 Final Budget. (412-11)
 - B. County/Bi-County Departments
 1. Receive comments from County/Bi-County Department Heads.
 - C. Public Communications
 1. Receive public comments. Comments will be limited to five minutes per individual or group and may address only those items so identified with Final Budget Hearings.
 - D. Board of Supervisors
 1. Consider Fiscal Year 2011-2012 Final Budget, provide direction to staff, and take action as appropriate for Fiscal Year 2011-2012
- V. **RECESS TO DATE AND TIME CERTAIN OR ADJOURN**
- VI. **ADJOURN**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need a 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.

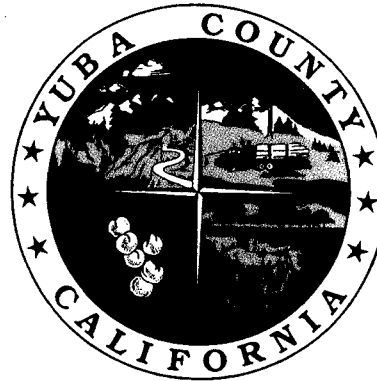
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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



409-11

BUII
749-5440 • Fax 749-5616

CODE ENFORCEMENT
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FINANCE AND ADMINISTRATION
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TO: Yuba County Board of Supervisors

FROM: Mike Lee, Director of Public Works

SUBJECT: Adopt the County Service Area Assessment Summary

DATE:

Recommendation

Adopt the attached County Service Area Assessment Summary.

Background

Every year the County Service Area Assessment Summary is brought before the Board of Supervisors to Adopt with the Budget. The Assessments for each CSA vary depending on new parcels (Parcel Maps, or Tract Maps), lot line adjustments, structures, vacant land, and/or the Consumer Price Index. The total annual revenue for all the CSA's combined is estimated at \$2,502,417 for the fiscal year 2011/2012.

Discussion

The assessments will provide revenue needed for services within each County Service Area.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact on the General Fund. CSA assessments are collected concurrently with the ad valorem taxes and the revenues are spent on services provided to CSA's from within which the assessments were collected.

Attachement

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Yuba County Department of Public Works
County Service Area Assessments
2011-2012

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
2	100.00	200.00	0	21,900.00
4	24.00	96.00	0	1,872.00
5	100.00	400.00	0	4,300.00
8	44.00	176.00	0	4,400.00
9	21.00	84.00	0	2,100.00
10	163.00	163.00	0	1,630.00
11	22.00	88.00	0	2,882.00
12	20.00	80.00	0	980.00
13	25.00	100.00	0	1,825.00
14	100.00	200.00	0	29,900.00
15	75.00	150.00	0	13,200.00
16	28.00	112.00	0	1,120.00
17	182.00	250.00	0	1,046.00
18	33.00	132.00	0	3,927.00
19	N/A	300.00	0	15,900.00
20	31.00	124.00	0	1,271.00
21	34.00	136.00	0	9,350.00
22	N/A	N/A	220	1,760.00
24	48.00	192.00	0	1,248.00
25	38.00	152.00	0	1,634.00
25A	N/A	75.00	0	2,325.00
26	18.00	72.00	0	864.00
28	20.00	80.00	0	600.00
29	21.00	84.00	0	861.00
30	60.00	240.00	0	840.00
31	10.00	10.00	0	70.00
32	15.00	60.00	0	360.00
33	43.00	172.00	0	1,935.00
34	20.00	80.00	0	1,020.00
36	48.00	192.00	0	864.00
37	38.00	152.00	0	2,888.00
38	90.00	360.00	0	13,410.00
39	25.00	100.00	0	2,675.00
40	84.00	336.00	0	3,948.00
42	27.00	108.00	0	1,539.00
43	15.00	60.00	0	405.00
44	110.00	440.00	0	2,640.00
45	60.00	240.00	0	1,920.00
46	45.00	180.00	0	1,575.00
48	60.00	60.00	0	12,720.00
52	23.00	148.00	20	96,699.00
52B	N/A	249.20	20	335,921.60
52C	N/A	393.40	20	18,883.20
53	100.00	200.00	0	900.00
54	100.00	200.00	0	1,300.00
55	18.00	72.00	0	234.00

Yuba County Department of Public Works
County Service Area Assessments
2011-2012

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
59	100.00	200.00	0	2,100.00
60	50.00	200.00	0	450.00
61	N/A	284.08	0	5,113.44
63	N/A	244.98	0	16,903.62
66A	N/A	415.38	20	1,246,615.40
66B	N/A	313.74	20	74,042.64
66C	N/A	513.66	20	228,065.04
66D	N/A	327.94	20	60,013.02
66E	N/A	548.74	20	54,325.26
69	N/A	249.84	20	20,486.88
70	N/A	151.08	0	83,547.24
70A	N/A	87.88	0	81,113.24
TOTAL =				2,502,417.58

The County of Yuba

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915 8th Street, Suite 123
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www.co.yuba.ca.us



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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Yuba County Board of Supervisors

FROM: Mike Lee, Director of Public Works

SUBJECT: Adopting the Budget for Gledhill Landscaping and Lighting District

DATE:

Recommendation

Adopt the attached resolution adopting the budget for Gledhill Landscaping and Lighting District.

Background

On April 12, 2011, your Board approved a resolution adopting the Engineer's Report and on May 10, 2011 a public hearing was held and the Board of Supervisors approved a resolution confirming the assessments within the Gledhill Landscaping and Lighting District.

Discussion

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for the fiscal year 2011/2012. There has been no change in the assessment rate from last year's rate and these funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

**RESOLUTION ADOPTING BUDGET)
FOR GLEDHILL LANDSCAPING AND)
LIGHTING DISTRICT)**

RESOLUTION NO. _____

WHEREAS, the attached budget for Gledhill Landscaping and Lighting District has been prepared for Board approval, and

WHEREAS, on May 10, 2011, Resolution No. 2011-_____, the Board of Supervisors held a public hearing to hear protest or objections to levy and collect assessments for fiscal year 2011/2012.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba hereby approves and adopts this budget.

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

AYES:

NOES:

ABSENT:

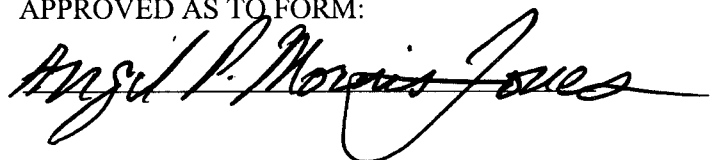
ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

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



**GLEDHILL LANDSCAPING AND LIGHTING DISTRICT
BUDGET FOR FISCAL YEAR 2011-2012**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REQUEST 2011-2012
784-9984-431-23-00	PROFESSIONAL SERVICES	\$136,000.00
	TOTAL	\$136,000.00

**BUDGET FOR THE FISCAL YEAR 2011-2012
ESTIMATED REVENUE**

784-0000-351-30-00	INTEREST	\$1,600.00
784-0000-371-98-99	SPECIAL DISTRICT ASSESSMENT	\$48,444.00
	TOTAL	\$50,044.00

Estimated Fund Carryover as of 6/30/2011 \$85,956.00

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

TO: www.co.yuba.ca.us
Board of Supervisors

FROM: Mike Lee, Director of Public Works

SUBJECT: Adopting the Budget for Linda Street Lighting Maintenance District

DATE:

Recommendation

Adopt the attached resolution adopting the budget for Linda Street Lighting Maintenance District.

Background

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with Section 5830). Annual assessments are imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

On May 10, 2011 the Board of Supervisors approved a resolution confirming the assessments within the Linda Street Lighting Maintenance District.

Discussion

Streets and Highways Code Section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code Section 54717, subdivision (c) authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment, and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2011-2012 is \$12 per unit, the same as for fiscal year 2010-2011. The assessments will provide revenue needed to operate the district for fiscal year 2011/2012.

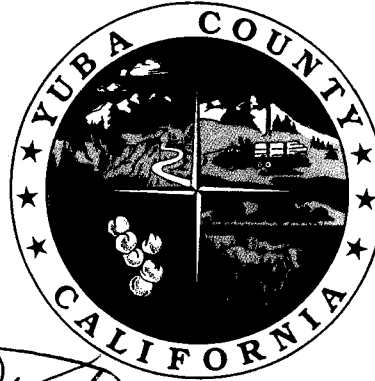
Committee Action

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact:

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment



411-11

749-5446 • Fax 749-5434

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

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FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

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

RESOLUTION ADOPTING BUDGET)
FOR LINDA STREET LIGHTING)
MAINTENANCE DISTRICT)

RESOLUTION NO. _____

WHEREAS, the attached budget for Linda Street Lighting Maintenance District has been prepared for Board approval, and

WHEREAS, on May 10, 2011, Resolution No. 2011-_____, the Board of Supervisors held a public hearing to hear protest or objections to levy and collect assessments for fiscal year 2011/2012.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba hereby approves and adopts this budget.

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

AYES:

NOES:


ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



**LINDA STREET LIGHTING MAINTENANCE DISTRICT
BUDGET FOR FISCAL YEAR 2011-2012**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REQUEST 2011-2012
785-9985-431-23-00	PROFESSIONAL SERVICES	\$100,000.00
	TOTAL	\$100,000.00

**BUDGET FOR THE FISCAL YEAR 2011-2012
ESTIMATED REVENUE**

785-0000-351-30-00	INTEREST	\$ 3,800.00
785-0000-371-98-99	SPECIAL DISTRICT ASSESSMENT	\$46,812.00
	TOTAL	\$50,612.00

Estimated Fund Carryover as of 6/30/11 \$170,000.00

The County of Yuba

412-11

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312




ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

Date: September 20, 2011
To: Board of Supervisors
From: Robert Bendorf, County Administrator 
By: Grace Mull, Management Analyst
Re: FY 2011-2012 Final Budget

Recommendation: It is recommended that the Board of Supervisors hold a public hearing for the FY 2011-2012 Final Budget, receive recommended changes and consider approval.

Background: On June 21, 2011, the Board of Supervisors adopted the FY 2011-2012 Proposed Budget as an interim spending plan. Since its adoption, several actions have occurred which have resulted in recommended adjustments for the Final Budget. Some of these actions were reported to your Board during a budget update presentation on August 9, 2011.

Discussion: Those actions and resulting final adjustments are as follows:

- **Fund Balance:** After closing out FY 2010/11, the Auditor-Controller reported that the County's General Fund balance after encumbrances was \$807,602. The Proposed Budget reflected \$0.
- **Health Insurance Savings:** Application of Health Insurance savings due to receipt of final premium rates to each budget unit resulted in additional general fund savings in the amount of \$171,096.
- **Revenue Estimates:** The Assessor completed the FY 2011/12 Property Tax Roll after the Proposed Budget was submitted to your Board for acceptance. Based on the new tax roll, the Auditor-Controller revised the estimate for Secured Property Taxes from \$8,997,396 to \$9,486,452. This reflects an increase of \$489,056.

Based on actual year end receipts for FY 10/11, revenue estimates for Unsecured Property Taxes, HOPTR, Sales Tax, Transient Occupancy Tax and General Fines were reduced by \$189,057. In addition, the Interest Earnings estimate was reduced by \$145,000 based on a recommendation by the Treasurer-Tax Collector.

- **General Fund Reserves:** General Fund Reserves are held in Trust 825 and are outside of the General Fund. The amount held in trust for FY 2010/11 was \$1,400,000. The Proposed Budget recommended use of \$300,000 leaving a balance of \$1,100,000. The Final Budget reduces the recommended use to \$49,369 which will leave the balance at the FY 2011/12 policy level in the amount of \$1,350,631.

- General Fund Contingencies: The Proposed Budget recommended an appropriation of \$140,000 for the 5th Street Bridge and \$0 for General Fund Contingencies. The Final Budget increases General Fund Contingencies from \$0 to the FY 2011/12 policy level of \$583,975.
- Capital Outlay: The Proposed Budget recommended use of General Government Capital Outlay funds in the amount of \$830,000. The Final Budget reduces the usage to \$490,309.

The attached Recommended Adjustments to the Proposed Budget FY 2011/2012 worksheet reflect the items noted above as well as other recommended adjustments. The following is a highlight of the additional recommended adjustments:

- Sheriffs-Court Bailiffs – A new budget unit was created to transfer Court Bailiffs from the Courts budget to the Sheriffs budget per AB 109. The total budget of \$487,815 will be reimbursed by state through realignment dollars.
- Information Technology – A budget adjustment was requested for a fixed asset replacement due to a failed UPS device located in Courthouse Computer Room as well as a salary correction for a Security Officer position. Costs for both requests are offset through increases in reimbursements by outside agencies in the amount of \$35,000.
- Buildings & Grounds – A budget adjustment was requested for a fixed asset replacement due to a failed air conditioner located in the Courthouse Computer Room. The request is offset by an increase in reimbursements by outside agencies in the amount of \$20,000.
- Sheriff – The Sheriff's Department has requested a budget adjustment due to additional funding approved by the state in the amount of \$30,000 for the Marijuana Eradication Program.

Summary: The Final Budget brought to you for approval today reflects a total budget of \$141,928,040 which is approximately \$6 million less than FY 2010/2011 and \$18 million less than FY 2009/2010. The budget includes General Fund Reserves and Contingencies budgeted at current policy levels, actual end of year General Fund balance amount, revised revenue estimates based on actual revenue received at year end, and reduced use of capital outlay funds.

There are still many uncertainties remaining with the California State budget that may impact counties, including transfer of state programs to counties that may not have adequate funding, unrealized state revenue that would initiate trigger cuts and legislative bills that may impact county costs. In order to address these issues as well as anticipated cost of business increases for FY 2012/2013, staff will work diligently to continue to seek ways to streamline business practices, cut costs where possible and locate additional revenue sources. Staff will provide updates to the Board throughout the year on budget related issues as we move forward.

Recommended Adjustments To The Proposed Budget FY 2011/2012

Adjustments 9/20/11 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Adjusted Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
Health Insurance Savings					
100-5200-451-02-04	\$ (97,562)		Health Insurance	\$ 2,429,168	\$2,526,730
100-5200-451-01-01	\$ 97,562		Salaries	\$ 12,349,302	\$12,251,740
101-0100-411-02-04	\$ (1,588)		Health Insurance	\$ 47,346	\$48,934
101-0200-411-02-04	\$ (2,935)		Health Insurance	\$ 68,289	\$71,224
101-0300-414-02-04	\$ (4,505)		Health Insurance	\$ 64,276	\$68,781
101-0400-412-02-04	\$ (4,555)		Health Insurance	\$ 73,261	\$77,816
101-0500-412-02-04	\$ (6,011)		Health Insurance	\$ 55,543	\$61,554
101-0600-412-02-04	\$ (5,669)		Health Insurance	\$ 132,208	\$137,877
101-0700-413-02-04	\$ (4,927)		Health Insurance	\$ 41,795	\$46,722
101-0800-415-02-04	\$ (774)		Health Insurance	\$ 10,470	\$11,244
101-0900-417-02-04	\$ (3,663)		Health Insurance	\$ 63,528	\$67,191
101-0950-417-02-04	\$ (4,858)		Health Insurance	\$ 101,107	\$105,965
101-1500-410-02-04	\$ (909)		Health Insurance	\$ 25,189	\$26,098
101-1600-410-02-04	\$ (8,403)		Health Insurance	\$ 134,084	\$142,487
101-1700-411-02-04	\$ (6,230)		Health Insurance	\$ 42,707	\$48,936
101-1701-411-02-04	\$ (1,216)		Health Insurance	\$ 14,072	\$15,288
101-1702-411-02-04	\$ (2,348)		Health Insurance	\$ 14,112	\$16,460
101-1800-410-02-04	\$ (6,111)		Health Insurance	\$ 52,713	\$58,824
101-1900-410-02-04	\$ (9,807)		Health Insurance	\$ 203,335	\$213,142
101-2701-422-02-04	\$ (572)		Health Insurance	\$ 18,879	\$19,451
101-3100-423-02-04	\$ (18,259)		Health Insurance	\$ 399,803	\$418,062
101-3102-423-02-04	\$ (455)		Health Insurance	\$ 12,481	\$12,936
101-3102-423-01-01	\$ 204		Salaries	\$ 128,690	\$128,486
101-3102-423-23-00	\$ 251		Professional Services	\$ 1,501	\$1,250
101-3105-423-02-04	\$ (727)		Health Insurance	\$ 20,085	\$20,812
101-3105-423-01-01	\$ 727		Salaries	\$ 94,314	\$93,587
101-3106-423-02-04	\$ (1,064)		Health Insurance	\$ 22,428	\$23,492
101-3106-423-01-01	\$ 1,064		Salaries	\$ 83,811	\$82,747
101-3117-423-02-04	\$ (734)		Health Insurance	\$ 20,556	\$21,290
101-3117-423-29-00	\$ 734		Travel	\$ 8,534	\$7,800
101-3150-423-02-04	\$ (662)		Health Insurance	\$ 3,675	\$4,337
101-3150-423-29-00	\$ 662		Travel	\$ 14,582	\$13,920
101-3400-426-02-04	\$ (6,894)		Health Insurance	\$ 101,859	\$108,753
101-3500-426-02-04	\$ (3,204)		Health Insurance	\$ 77,500	\$80,704
101-0000-331-12-00	\$ -	\$ (3,204)	Building Fees	\$ 1,446,892	\$1,450,096
101-3600-426-02-04	\$ (807)		Health Insurance	\$ 22,762	\$23,569
101-4100-427-02-04	\$ (573)		Health Insurance	\$ 17,687	\$18,260
101-4200-427-02-04	\$ (2,348)		Health Insurance	\$ 14,112	\$16,460
101-4300-427-02-04	\$ (3,457)		Health Insurance	\$ 47,589	\$51,046
101-4400-427-02-04	\$ (2,306)		Health Insurance	\$ 68,198	\$70,504
101-4800-441-02-04	\$ (5,653)		Health Insurance	\$ 109,277	\$114,930
101-0000-371-98-99	\$ -	\$ (5,653)	Misc Revenue-CUPA Trust	\$ 514,134	\$519,787
101-5800-455-02-04	\$ (441)		Health Insurance	\$ 15,576	\$16,017
101-0000-363-74-07	\$ -	\$ (221)	Veterans Services-Sutter Co	\$ 91,777	\$91,998
101-6000-462-02-04	\$ (3,874)		Health Insurance	\$ 48,526	\$52,400
101-6700-456-02-04	\$ (3,193)		Health Insurance	\$ 42,959	\$46,152
101-6700-456-90-00	\$ 3,193		Reimbursements	\$ (109,593)	(\$112,786)
102-9100-431-02-04	\$ (21,950)		Health Insurance	\$ 494,587	\$516,537
102-0000-361-42-02	\$ -	\$ (3,435)	State Hwy Users Tax 2104	\$ 1,129,003	\$1,132,438
102-0000-371-96-01	\$ -	\$ (18,515)	Contributions & Donations	\$ 873,970	\$892,485
106-4700-441-02-04	\$ (20,484)		Health Insurance	\$ 469,915	\$490,399
106-4700-441-01-01	\$ 20,484		Salaries	\$ 2,347,039	\$2,326,555
107-2600-421-02-04	\$ (15,522)		Health Insurance	\$ 410,278	\$425,800
107-2600-421-01-01	\$ 15,522		Salaries	\$ 2,063,924	\$2,048,402
108-2500-421-02-04	\$ (7,922)		Health Insurance	\$ 153,933	\$161,855
108-2700-422-01-04	\$ (43,606)		Health Insurance	\$ 1,075,471	\$1,119,077
108-2900-423-02-04	\$ (28,983)		Health Insurance	\$ 806,343	\$835,326
108-3000-423-02-04	\$ (21,943)		Health Insurance	\$ 466,090	\$488,033
130-9500-432-02-04	\$ (2,248)		Health Insurance	\$ 19,133	\$21,381
130-9500-432-18-00	\$ 2,248		Maintenance-Building & Improv	\$ 27,210	\$24,962

\$ (247,301) \$ (31,028)

Net Increase Appr/Rev \$ 216,273

Recommended Adjustments To The Proposed Budget FY 2011/2012

Adjustments 9/20/11 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Adjusted Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
<i>Miscellaneous Revenue</i>					
101-0000-371-98-99		\$ (45,177)	Miscellaneous Revenue	\$ 468,957	\$514,134
<i>Ag Commissioner</i>					
101-3400-426-01-03	\$ (13,000)		Extra Help	\$ -	\$13,000
101-3400-426-01-04	\$ 13,000		Overtime	\$ 13,000	\$0
<i>Building Inspection</i>					
101-3500-426-28-00	\$ 55,000		Special Department Expense	\$ 225,893	\$170,893
101-0000-331-12-00		\$ 55,000	Building Fees	\$ 1,501,892	\$1,446,892
<i>Environmental Health</i>					
101-4800-441-28-00	\$ 33,000		Special Department Expense	\$ 33,000	\$0
101-0000-371-86-01		\$ 33,000		\$ 720,486	\$687,486
<i>Sheriffs-Bailiffs (New)</i>					
108-7400-421-01-01	\$ 296,443		Salaries	\$ 296,443	\$0
108-7400-421-01-03	\$ 20,000		Extra Help	\$ 20,000	\$0
108-7400-421-01-04	\$ 2,200		Overtime	\$ 2,200	\$0
108-7400-421-01-05	\$ 2,359		Holiday	\$ 2,359	\$0
108-7400-421-02-02	\$ 83,475		Co Share PERS	\$ 83,475	\$0
108-7400-421-02-03	\$ 2,000		COPST	\$ 2,000	\$0
108-7400-421-02-04	\$ 59,689		Health Insurance	\$ 59,689	\$0
108-7400-421-02-05	\$ 4,375		Medicare	\$ 4,375	\$0
108-7400-421-02-06	\$ 10,350		Workers Comp	\$ 10,350	\$0
108-7400-421-02-07	\$ 174		Mgt Life Insurance	\$ 174	\$0
108-7400-421-02-08	\$ 1,470		Unemployment Ins	\$ 1,470	\$0
108-7400-421-11-00	\$ 5,280		Clothing & Personal	\$ 5,280	\$0
108-0000-361-62-05		\$ 487,815	Sheriff Court Security	\$ 487,815	\$0
<i>Secured Property Taxes</i>					
101-0000-311-01-00		\$ 489,056	Secured Property Taxes	\$ 9,486,452	\$8,997,396
<i>Unsecured Property Taxes</i>					
101-0000-311-02-00		\$ (26,428)	Unsecured Property Taxes	\$ 435,572	\$462,000
<i>HOPTR</i>					
101-0000-361-60-00		\$ (1,879)	HOPTR	\$ 158,681	\$160,560
<i>Sales Tax</i>					
101-0000-312-07-00		\$ (50,000)	Sales Tax	\$ 1,850,000	\$1,900,000
<i>Transient Occupancy Tax</i>					
101-0000-312-09-00		\$ (30,000)	Transient Occupancy Tax	\$ 249,433	\$279,433
<i>General Fines</i>					
101-0000-341-21-00		\$ (80,750)	General Fines	\$ 244,250	\$325,000
<i>Operating Transfers</i>					
101-0000-372-99-01		\$ (250,631)	Operating Transfers In (from 825 Trust)	\$ 1,044,048	\$1,294,679
101-0000-372-99-01		\$ (339,691)	Operating Transfers In (from 182 Trust)	\$ 704,357	\$1,044,048
<i>Contingencies</i>					
101-6900-410-71-01	\$ 583,975		Contingencies-General	\$ 723,975	\$140,000
<i>Fund Balance (Gen Fund)</i>					
Fund Balance (Gen Fund)		\$ 807,602	Fund Balance-General Fund	\$ 807,602	\$0

\$ 1,159,790 \$ 1,047,917

Net Increase Appr/Rev \$ (111,873)

Recommended Adjustments To The Proposed Budget FY 2011/2012

Adjustments 9/20/11 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Adjusted Account Total	Prev Adj Acct or Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
<i>Assessor</i>					
101-0600-412-01-07	\$ 3,400		Vacation Pay	\$ 3,400	\$0
<i>Sheriff</i>					
108-2700-422-28-03	\$ 30,000		MJ Erad-Special Dept Expense	\$ 40,000	\$10,000
108-0000-371-85-03		\$ 30,000	Marijuana Eradication	\$ 40,000	\$10,000
<i>Jail</i>					
108-2900-423-90-00	\$ (46,000)		Reimbursements	\$ (81,000)	(\$35,000)
<i>Boat Grant</i>					
101-0000-363-74-00		\$ (30,000)	Outside Agencies	\$ -	\$30,000
101-0000-363-74-15		\$ 30,000	YCWA MOU Boat Patrol	\$ 30,000	\$0
<i>Clerk of the Board</i>					
101-1701-411-22-00	\$ 2,000		Office Supplies	\$ 7,030	\$5,030
<i>Interest Earnings</i>					
101-0000-351-30-00		\$ (145,000)	Interest Earnings	\$ 320,000	\$465,000
<i>Buildings & Grounds</i>					
101-0900-417-62-00	\$ 20,000		Fixed Assets	\$ 20,000	\$0
101-0900-417-90-00	\$ (20,000)		Reimbursements	\$ (617,333)	(\$597,333)
<i>Information Technology</i>					
101-1900-410-01-01	\$ 15,000		Salaries	\$ 1,417,926	\$1,402,926
101-1900-410-62-00	\$ 20,000		Fixed Assets	\$ 40,000	\$20,000
101-1900-410-90-00	\$ (35,000)		Reimbursements	\$ (1,748,383)	(\$1,713,383)
<i>Administrative Services</i>					
101-1800-410-01-01	\$ 101,380		Salaries	\$ 474,228	\$372,848
101-1800-410-23-01	\$ (101,380)		Sheriff Facility	\$ 28,620	\$130,000

\$ (10,600) \$ (115,000)

Net Increase Appr/Rev \$ (104,400)

Net Incr Appr/Rev Pg 2 \$ (111,873) \$ -

Net Incr Appr/Rev Pg 1 \$ 216,273

Total Incr Appr/Rev \$ -

Note: For adjustment amounts, positive numbers reflect increases in appropriation or estimated revenue, and negative numbers reflect decreases in appropriation or estimated revenue.