

BOARD OF SUPERVISORS

AGENDA

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



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

APRIL 24, 2012

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Board of Supervisors
 1. Adopt resolution approving grant application to California Arts Council and designating authority to Yuba-Sutter Arts Council to execute all associated documents with grant. (141-12)
 - B. Clerk of the Board of Supervisors
 1. Reappoint Alma Amaya to the Sutter-Yuba Mental Health Board for a term to end May 5, 2015. (142-12)
 2. Reappoint Donald Rae to the Plumas Lake Specific Plan Design Review Committee for a term to expire April 24, 2013. (143-12)
 3. Appoint Kuldip S. Atwal to the Yuba County Assessment Appeals Board No. II as an Alternate for a term to end September 7, 2015. (144-12)
 - C. Community Development and Services
 1. Approve resolution certifying the 2011 County Maintained Mileage. (145-12)
 2. Adopt resolution directing deposit of road maintenance fee pursuant to Recology Franchise Agreement into Fund 102 - Road Fund." (146-12)
 - D. District Attorney
 1. Adopt resolution authorizing the District Attorney to enter agreements with the United State Bureau of Justice Assistance for grant funding and to execute required documents. (147-12)
 - E. Health and Human Services
 1. Adopt resolution to authorizing Health and Human Services Department to implement the Coast2Coast RX Discount Prescription Card Program for Yuba residents and authorize the Chairman to execute any related documents and acceptance of funds. (Human Services Committee recommends approval) (148-12)
 2. Authorize Budget Transfer in the amount of \$276,352 from Account No. 100-5200-461-62-00 (Fixed Assets) to Account No. 100-5200-451-22-00 (Office Supply) for software upgrades of C-IV computers. (Human Services Committee recommends approval) (149-12)

F. Probation

1. Adopt resolution authorizing application for, and enter into agreements with California Emergency Management Agency and First Five Yuba for grants relating to Victim and Program Services, and authorizing the County Probation Officer to execute documents, accept transfer of funds, and extensions and amendments. (150-12)
2. Adopt resolution approving agreement with Corrections Standard Authority/Board of State and Community Corrections (CSA/BSCC) grant relating to the delivery of Juvenile Program Services and authorizing Chief Probation Officer to execute documents as required to authorize acceptance and transfer funds and any and all extensions and amendments. (151-12)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation to Feather River Air Quality Management District proclaiming May 2012 as "May is Bike Month." (Five minute estimate) (152-12)

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

VI. **COUNTY DEPARTMENTS**

A. Human Resources and Organizational Services

1. Adopt resolution amending the departmental position allocation schedule effective May 1, 2012 as it relates to the Auditor-Controller. (Ten minute estimate) (153-12)

B. Probation

1. Adopt resolution proclaiming April 22 - 29, 2012 National Crime Victims' Rights Week in celebration of service to victims of crime and commending Yuba County Probation and other units of government for providing exemplary service to victims of crime; and authorize temporary pictorial memorial in various county buildings. (Twenty minute estimate) (154-12)

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

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting various chapters of the Yuba County Consolidated Fee Ordinance Code relating to departmental fees. (Finance and Administration Committee recommends approval) (Second Reading) (Continued from April 17, 2012) (Fifteen minute estimate) (138-12)
- B. Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Section 2.25.010 relating to a regular Board of Supervisors meeting held outside the County seat. (Second Reading) (Continued from April 17, 2012) (Ten minute estimate) (110-12)

VIII. **ITEM OF PUBLIC INTEREST**

- A. Consider request to close Shad Road May 4 through 6, 2012, waiving road closure fee of \$2,400 per day, and take action as appropriate. (Fifteen minute estimate) (155-12)

IX. **CORRESPONDENCE** – (156-12)

- A. Notices from California Fish and Game Commission regarding receipt of petition to list the gray wolf as an endangered, proposed regulatory action regarding ocean salmon, and Klamath-Trinity Rivers salmon sport fishing,

and proposed emergency regulatory action relating to Blue Cavern State Marine Conservation Area. (Copy provided to Yuba County Fish and Game Advisory Commission)

- B. Letter from Yuba-Sutter Veterans Stand Down requesting letter of support for organization.
- C. Letter from Department of Veterans Affairs commending Veterans Service Officer Marvin King for work done securing benefits for local veterans and their families. (Copy provided to Human Resources)
- D. Letter from Mental Health Services Oversight and Accountability Commission enclosing a policy paper on transformation of the mental health system titled, "Client-driven, Family-focused Transformation of the Mental Health System Through the California Mental Health Services Act"
- E. Letter from California State Rural Health Association regarding organization and member/sponsorship.
- X. **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.
- XI. **ADJOURN**

COMMITTEE MEETINGS

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

- A. Consider agreement with Water Pollution Control Services, Inc. for operation and maintenance of the Gold Village wastewater treatment plant - Community Development and Services (Ten minute estimate) (157-12)

04-27-2012 - 8:30 A.M. Bi-County Juvenile Hall/Mental Health Committee

Juvenile Hall Administration Building
Conference Room
1023 Fourteenth Street
Marysville, Ca 95901

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting.

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

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



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



114-12

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

TO: Human Services Committee
Yuba County Board of Supervisors

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

DATE: April 17, 2012

SUBJECT: Resolution of the Board authorizing the Health and Human Services Department to implement the Coast2Coast Rx Discount Prescription Card Program

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to implement the Coast2Coast Rx Discount Prescription Card Program and authorizing the Chairman to execute documents required by Financial Marketing Concepts (FMC), Inc. for program participation and accept funds is recommended.

BACKGROUND: The County of Yuba currently participates in the National Association of Counties (NACo) Caremark Prescription Drug Discount Program which offers an average of twenty-two percent discount on prescriptions to uninsured and underinsured Yuba County residents.

DISCUSSION: A comparison of the NACo Prescription Discount Card Program to other similar programs including the Coast2Coast Rx Discount Prescription Card Program was conducted. It was determined that it is in the best interest of Yuba County and its residents to participate in the Coast2Coast Program provided by FMC. Like the NACo program, the Coast2Coast Program also provides prescription discounts for uninsured and underinsured county residents and participation is at no charge to the County of Yuba, county residents, and county taxpayers. However, the Coast2Coast Program provides a higher discount of up to sixty-five percent to cardholders and provides discounts on dental and vision needs, hearing aids, diabetes supplies, and lab and imaging tests.

FISCAL IMPACT: Participation in the Coast2Coast Rx Discount Prescription Card Program is at no cost to the County. On a monthly basis, FMC will pay the County a nominal royalty of \$1.25 for every prescription claim paid to FMC.

Comparison of Prescription Discount Cards

| | Caremark (NACo) | Coast2Coast |
|-------------------------------------|---|--|
| Cost for County/Residents | Free | Free |
| Discount | Average 20-24% | Up to 65%, Current Average 55% |
| Brand/Generic Drugs | Both | Both |
| Medicare Gap | No | Yes |
| Dental Needs | Pay for Service | Yes |
| Vision Needs | No | Yes |
| Hearing Needs | No | Yes |
| Pet Prescriptions | Yes | Yes |
| Print Card Online | Yes | Yes |
| Pharmacies | Leading Chains including Wal-Mart, Save Mart, Rite Aid, and others | Leading Chains including Wal-Mart, Walgreens, Rite Aid, and others |
| Revenue Sharing | The new contract provides revenue sharing - \$1 per prescription filled when the discount card gives the best price vs. the pharmacy's price. | Participating counties receive \$1.25 per prescription filled when the discount card gives the best price vs. the pharmacy's price. |
| Other | Diabetic supplies | Discounts on lab and imaging tests, and diabetic supplies |
| How does County participate? | Currently Yuba County has an agreement through NACo. We have an option to enter into a new contract for revenue sharing. | Counties may participate through an agreement with Coast to Coast. |
| Participating Counties | Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Imperial, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Nevada, Plumas, Riverside, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Yuba | Alameda, Amador, Contra Costa, Fresno, Humboldt, Kings, Placer, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, Tulare, Ventura, Yolo |

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**AUTHORIZE THE YUBA COUNTY HEALTH)
AND HUMAN SERVICES DEPARTMENT)
TO IMPLEMENT THE COAST2COAST RX)
DISCOUNT PRESCRIPTION CARD)
PROGRAM FOR YUBA RESIDENTS AND)
AUTHORIZE THE CHAIRMAN TO EXECUTE)
ANY RELATED DOCUMENTS AND)
AUTHORIZE ACCEPTANCE OF FUNDS)**

Resolution No. _____

WHEREAS, in July 2008, the Board of Supervisors adopted Resolution 2008-78 which authorized the Yuba County Health and Human Services Department (HHSD) to implement the National Association of Counties (NACo) Discount Card Program for Yuba residents and authorized the Chairman to execute any related documents; and

WHEREAS, the County of Yuba entered into agreement with NACo to provide a prescription discount card with an average twenty-two percent discount to uninsured and underinsured county residents at no cost; and

WHEREAS, the NACo Prescription Discount Card Program was recently compared to other similar programs including the Coast2Coast Rx discount prescription card provided by Financial Marketing Concepts, Inc.; and

WHEREAS, the Coast2Coast Rx discount prescription card provides uninsured and underinsured cardholders a higher prescription discount of up to sixty-five percent discount on an individual prescription and twenty to forty percent annual savings on

prescription medications, dental needs, vision needs, hearing aids, diabetes supplies, and lab and imaging tests; and

WHEREAS, participation in the Coast2Coast Rx Discount Prescription Card Program is at no charge to the County of Yuba, county residents, and county taxpayers; and

WHEREAS, Financial Marketing Concepts, Inc. will pay the County of Yuba a nominal royalty of one dollar and twenty-five cents per prescription claim paid to Financial Marketing Concepts, Inc.; and

WHEREAS, it is in the best interest of the County of Yuba and its residents that the County change program participation to the Coast2Coast Rx Discount Prescription Card Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that HHSD is authorized to initiate participation in the Coast2Coast Rx Discount Prescription Card Program.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that the Chairman is hereby authorized to execute, upon review and approval of the County Counsel, documents and agreements as required by Financial Marketing Concepts, Inc. for the Coast2Coast Rx Discount Prescription Card Program participation and accept royalty funds received from Financial Marketing Concepts, Inc.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of
the County of Yuba, State of California, on the _____ day of _____, 2012, by
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba

By: _____
Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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

By: Pan Garamou

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The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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




115-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Health and Human Services Committee
Yuba County Board of Supervisors

FROM: 
Suzanne Nobles, Director
Health and Human Services Department

DATE: April 17, 2012

SUBJECT: Authorize budget transfer in the amount of \$276,352 from 100-5200-461-62-00 (Fixed Assets) to 100-5200-451-22-00 (Office Supply) for refresh of C-IV Computers

RECOMMENDATION: Board of Supervisors approval to transfer funds in the amount of \$276,352.00 from 100-5200-461-62-00 (Fixed Assets) to 100-5200-451-22-00 (Office Supply) for refresh of C-IV computers is recommended.

BACKGROUND: Health and Human Services Department was informed by the C-IV Project that all counties will need to upgrade to Internet Explorer 10. In preparation for this upgrade, all counties need to migrate their C-IV computers to the Windows 7 operating system. The Windows 7 operating system is required to run Internet Explorer 10. Computers need to be replaced so that the program functions can continue uninterrupted when the C-IV Project implements this upgrade.

DISCUSSION: At mid-year the Health and Human Services Department appropriated \$276,353.00 to 100-5200-461-62-00 (Fixed Assets) for 272 C-IV computers. Originally, the computer quotes were over \$1,000 and therefore a fixed asset. Since this time, additional quotes have been received and the lowest quote is below \$1,000 and not a fixed asset.

FISCAL IMPACT: Approval of this Budget Transfer will have no fiscal impact to county funds. State and Federal funds will be used for these purchases.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: March 21, 20 12

DEPARTMENT Health & Human Services - Human Services Division 100

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

| ACCOUNT NO. | NAME | AMOUNT |
|--------------------|--------------|-----------|
| 100-5200-451-62-00 | Fixed Assets | \$276,352 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

☒ APPROPRIATION INCREASED

| ACCOUNT NO. | NAME | AMOUNT |
|--------------------|-----------------|-----------|
| 100-5200-451-22-00 | Office Supplies | \$276,352 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

RECEIVED

MAR 30 2012

COUNTY OF YUBA
AUDITOR - CONTROLLER

FUND TRANSFERS

FUNDS TO BE REDUCED:

| FUND | AMOUNT |
|------|--------|
| | |
| | |

FUNDS TO BE INCREASED:

| FUND | AMOUNT |
|------|--------|
| | |
| | |

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

| FUND | ACCOUNT | AMOUNT | | | FUND | ACCOUNT | AMOUNT | |
|------|---------|--------|--------|--|------|---------|--------|--------|
| | | DEBIT | CREDIT | | | | DEBIT | CREDIT |
| | | | | | | | | |
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REASON FOR TRANSFER:

Originally budgeted in line item 62-00 because Department estimated costs of over \$1,000.00 per unit, but actual price came in under \$1,000.00 per unit.

APPROVED:

☒ AUDITOR - CONTROLLER [Signature] 3/30/12

Signature

Date

Signature Suzanne Nobles by K Cole
DEPARTMENT OR PUBLIC OFFICIAL

DEPARTMENT OR PUBLIC OFFICIAL

☐ COUNTY ADMINISTRATOR [Signature] 3/30/12

Signature

Date

Director

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy – Director



116-12

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

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

April 10, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: APPROVE RENEWAL OF OFF-AIRPORT OPERATOR AGREEMENT AND USE PERMIT BETWEEN THE COUNTY OF YUBA AND YOUNG FAMILY LIVING TRUST

Recommendation:

It is recommended that the Board approve the attached "Off-Airport Operator Agreement and Use Permit" between the County of Yuba and Young Family Living Trust, and authorize the Chairman to execute the same.

Background:

An "off the airport" operation (known as "through the fence") is the use of a public landing area by aircraft based on land adjacent to, but not a part of the airport property. A perimeter fence may be or may not be imaginary or actually exist. In some cases, special taxiways have been built for this type of operation. The owner of a public airport is entitled to seek recovery of its initial and continuing costs of providing a public use landing area.

The subject agreement allows Young Family Living Trust, to access the Yuba County Airport from privately-owned property. The Young Family Living Trust aircraft hangar is located in the Corporate Hangar Area, along Sky Harbor Drive.

Discussion:

The subject agreement is a renewal for an additional five years of the existing use permit that the permittee has been operating under for the past fifteen years. The use permit fee is paid by all airport operators, both on the field and off the field to allow for use of airport facilities. The use of the access is for commercial business uses, and therefore the fee is set at the standard commercial rate for business operations or \$125 per month, generating \$1,500 per year airport revenue.

Committee Action:

This item was not considered by the Public Facilities Committee as it is a renewal of an existing agreement that has been previously before the committee for similar permittee operations and considered routine.

Fiscal Impact:

The general fund is not affected by approval of this agreement. The permit fee is a continuing part of the revenue stream for the Airport used for airport operations and administration.

Attachments

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**YUBA COUNTY AIRPORT
OFF-AIRPORT OPERATOR AGREEMENT
AND USE PERMIT**

This Agreement and Use Permit, made and entered into this ____ day of March, 2012, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as County, and **YOUNG FAMILY LIVING TRUST**, located at 1417 Sky Harbor Drive, herein after referred to as "Permittee."

WITNESSETH:

WHEREAS, County is the owner of Yuba County Airport, hereinafter referred to as "Airport," in the County of Yuba, State of California, said airport being a general purpose airport owned and maintained by County for the use and benefit of the public; and

WHEREAS, Permittee wishes to conduct certain commercial activities at said Airport on real property owned by Permittee adjacent to said Airport (see Exhibit A). Said real property has been developed for commercial and business uses which require access to the Yuba County Airport; and

WHEREAS, YOUNG FAMILY LIVING TRUST desires to obtain for itself the right to move aircraft between the taxiway systems of the Yuba County Airport and the adjacent property; and

WHEREAS, the Federal Aviation Administration recommends that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport; and

WHEREAS, the owner of an airport is entitled to seek recovery of initial and continuing costs of providing a public use landing area; and

WHEREAS, the development of aeronautical enterprises on land uncontrolled by the owner of the public airport can result in a competitive advantage for the "through-the-fence" operator to the detriment of on-airport operators. To equalize this imbalance, the airport owner shall obtain from any off-base enterprise a fair return for its use of the landing area.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. OPERATIONS: Permittee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Permittee is authorized to conduct helicopter operations in accordance with current "Airport FBO Standards," in regard to its operation at Airport. No other services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Permittee in connection with its aircraft.

All of Permittee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this permit and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable

time within which to comply with such change. Permittee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Permittee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

2. TERM: The term of this Agreement and Use Permit shall be five (5) years commencing March 1, 2012, and terminating February 28, 2017. This Agreement and Use Permit can be renewed prior to the expiration of the term for an additional five (5) years by mutual agreement of the County and the Permittee. This Agreement may be terminated by the County for any reason at any time upon not less than ninety (90) days advance written notice to Permittee.

3. CONSIDERATION: Permittee agrees to make the following payments to County in consideration for the rights granted to Permittee under this Agreement and Use Permit:

A. Permittee shall pay to County an annual commercial use permit fee as set by the Yuba County Board of Supervisors. The current rate is One Hundred Twenty-five Dollars (\$125.00) per month and can be paid monthly or annually. The use permit fee is adjusted annually with an effective date of July 1.

B. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Permittee at least thirty (30) days prior to the effective date of such change.

4. INTEREST PENALTY: In the event Permittee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess interest at the rate of eighteen percent (18%) annual percentage rate.

5. OTHER CHARGES AND FEES: Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for services not referred to herein.

6. SPACE: This Agreement and Use Permit does not allow Permittee to possess any portion of Airport, and rents no space for Permittee's operation as described in this Agreement and Use Permit.

7. ASSIGNMENT OR TRANSFER: This Agreement and Use Permit and the rights granted to Permittee hereunder are not assignable or transferable, and shall not run with the land, but rather shall inure solely to the personal benefit of Permittee. Any attempted assignment or transfer, or if a transfer occurs by operation of law, shall be null and void, and shall render the Agreement and Use Permit immediately terminated at County's sole option.

8. INSURANCE: Permittee shall throughout the existence of this Agreement and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limits as follows:

A. See Exhibit B, attached hereto.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Permittee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

9. INDEMNITY: Permittee shall indemnify and defend the County and its officers, agents and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

10. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

11. SIGNS. Permittee shall not, without the prior written approval of County, erect, maintain, or display any signs on the Airport. Any conditions, restrictions, or limitations, with regard to signing as stated by County in writing, shall become conditions of this Agreement.

12. FAA CERTIFICATION: Permittee shall not engage in any operations at Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

13. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County at:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Permittee at:

YOUNG FAMILY LIVING TRUST
1417 Sky Harbor Drive
Olivehurst, CA 95961

Copy to:

Yuba County
County Counsel
119 8th Street, Suite 123
Marysville, CA 95901

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first
above written.

YOUNG FAMILY LIVING TRUST


"Permittee"


COUNTY OF YUBA

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Angil Morris-Jones, County Counsel


MARTHA K. WILSON
RISK MANAGER

Property location - ACP hangar

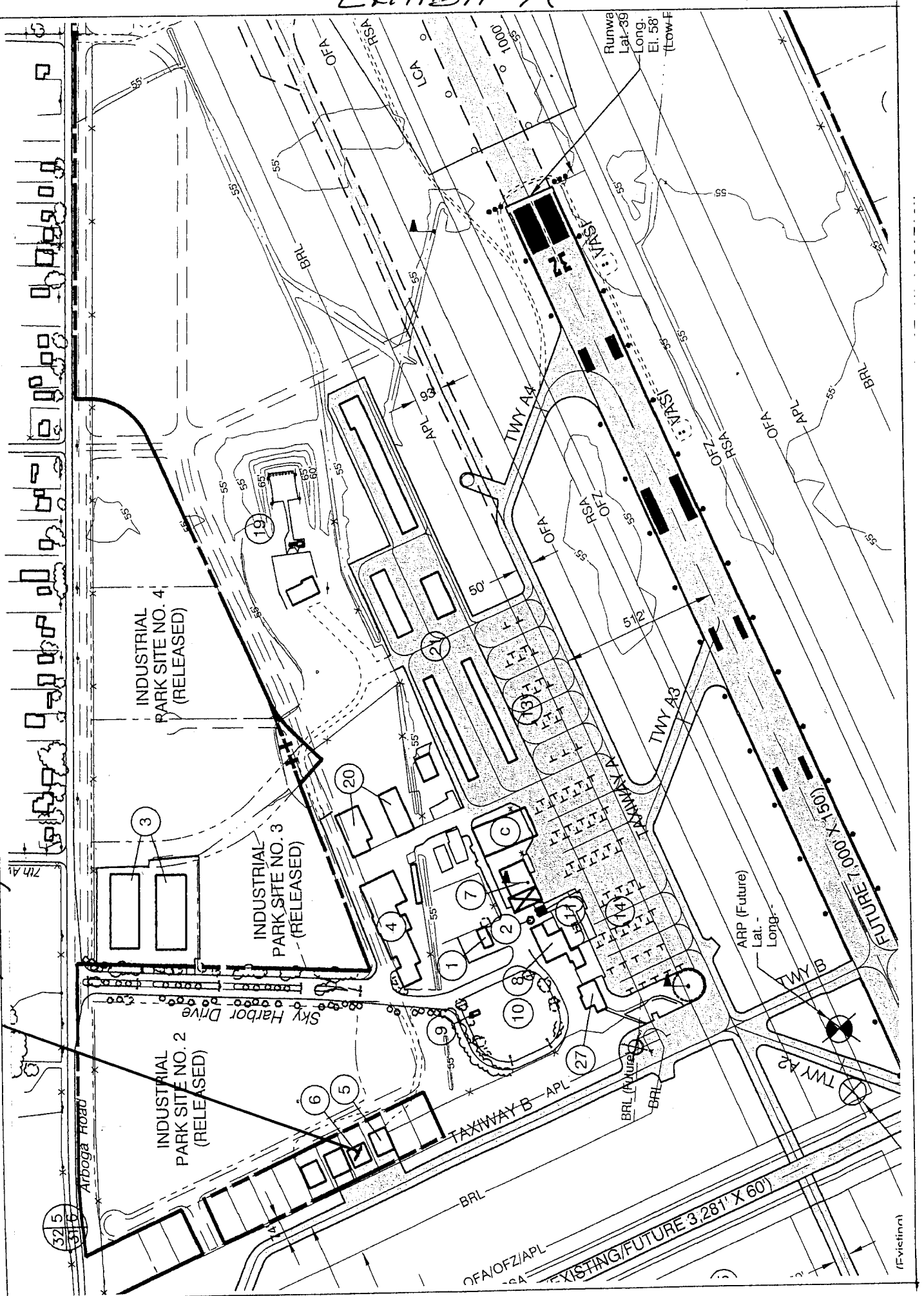


EXHIBIT B

COUNTY of Yuba Insurance Requirements

B.1 INSURANCE. LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

B.2 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for LESSEEs with employees).
- (c) Property insurance against all risks of loss to any tenant improvements or betterments.

B.3 MINIMUM LIMITS OF INSURANCE. LESSEE shall maintain limits no less than:

- 1. General Liability: **\$1,000,000** 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. Workers' Compensation: As required by the State of California
- 3. Employer's Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit
bodily injury by disease, **\$1,000,000** each
employee bodily injury by disease
- 4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

B.4 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 LESSEE shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B.5 OTHER INSURANCE PROVISIONS. The general liability policy is 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 ownership, maintenance or use of that part of the premises leased to the LESSEE.
- (b) The LESSEE'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 LESSEE'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, except after thirty (30) day's prior written notice has been provided to the COUNTY.

B.6 SUBLESSEES. In addition to the above requirements, if LESSEE hires a SUBLESSEE under this Agreement LESSEE shall include all SUBLESSEES as insureds under its policies or shall furnish separate certificates and endorsements for each SUBLESSEE. All coverages for SUBLESSEES shall be subject to all of the requirements stated herein. If LESSEE requires SUBLESSEES to provide insurance coverage, then LESSEE shall be named as additional insureds under such policy or policies.

B.7 ACCEPTIBILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by the COUNTY.

B.8 VERIFICATION OF COVERAGE. LESSEE shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:** To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Permittee, licensee, Permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet.

In the event the aforesaid covenants are breached, the County reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

The County of Yuba

Department of Administrative Services

Doug McCoy, Director



117-12

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

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

April 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: AUTHORIZE THE CHAIRMAN TO EXECUTE AIRPORT LEASE AGREEMENTS
FOR CORPORATE HANGAR LEASE SITE NO. 5, GROUND SITES NO. 4 AND 6

Recommendation:

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject airport lease agreement.

Background:

The attached are new ground leases with Gordon Murdoff. Mr. Murdoff has retained ownership of the aircraft hangar facilities located on the ground sites from the previous owner that held similar ground leases. The lease rate of \$.035 cents per square foot is consistent with similar leases and will generate \$1,361 annually in new airport revenue.

Discussion:

The location of the hangar ground lease sites are shown on the attached layout as Exhibit A to the lease. Each ground lease site accommodates a privately-owned 3,600 sf aircraft hangar.

Committee Action:

This item was not presented to the committee as it is a standard ground lease that has been before the board a number of times for other new tenants and considered routine. The agreement was reviewed and approved by County Counsel.

Fiscal Impact:

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

Attachments

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of March, 2012, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and GORDON MURDOFF, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

WHEREAS, said real property is devoted to and held for airport development, and

WHEREAS, pursuant to the provisions of Section 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; and

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. **LEASED PREMISES:** Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Yuba County Airport Terminal Area
Master Lease Map
Corporate Lease Site Number 5 / Hangar #4 (3,000 sq ft)

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location

of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. **TERM:** The term of this Lease shall be five (5) years commencing on the 1st day of March, 2012. Lessee shall have the first right to negotiate to obtain a new lease for an additional five (5) year term before this Lease has expired. The new lease rate to be negotiated shall not exceed the average of the CPI Index over the past five years. The new lease rate will be mutually agreed upon by both the Lessor, and the Lessee.

3. **CONSIDERATION:** Lessee hereby agrees to pay as rent for said premises the sum of \$.035 cents per square foot of building area or One Hundred Five Dollars (\$105.00) per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

A. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Ten Dollars (\$210.00).

4. **OTHER CHARGES AND FEES:** Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or

property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. **PENALTIES:** In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate (APR) of the payment due or 1.5% for each month unpaid or any portion of a monthly payment which is left unpaid.

6. **LEASEHOLD IMPROVEMENTS:**

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 60 ft x 50 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

B. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned, leased or hired by Lessee and for no other purpose.

C. In the event that Lessee shall fail or refuse to construct said hangar or complete said hangar in a timely manner, the Lessor shall have the right to demand a final date of completion. The Lessee shall make every attempt to construct the hangar within the first year of the lease.

D. Lessee shall submit to Lessor for approval all detailed plans and specifications for all leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

E. In the event that Lessor requires revisions of the original plans and specifications,

Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

F. Upon receiving final Lessor approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

G. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanics lien or encumbrance of any kind or nature.

H. This Lease shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

8. **OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:**

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration there for.

9. **OPERATIONS:** Lessee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Aircraft operated may be owned by Lessee or others. Lessee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any

such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

10. **USE OF COMMON AREAS:**

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

11. **USE OF PREMISES:** Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i)

will increase the premiums (unless Lessee pays such increase) or cause cancellation or any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be in nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this Paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

12. **SIGNS:** During the term of this Lease, Lessee shall have the right, at Lessee's expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said signs(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease.

13. **INSURANCE:** Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

- A. See Exhibit B attached hereto.
- B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Lessee as required by law in the State of California.
- C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.
- D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.
- E. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

14. **INDEMNITY:** Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

15. **MAINTENANCE AND REPAIR:** Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

16. **TAXES:** Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

17. **UTILITIES:** Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

18. **ASSIGNMENT OR SUBLEASE:**

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the approval of the Airport Manager, but sublessee will be required to pay appropriate use and fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessee.

C. If Lessee, without securing prior written approval of Lessor, attempts to

effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

19. **DEFAULT:** In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

20. **BANKRUPTCY:** In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

21. **FIRE DAMAGE:** It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises is destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event of total loss, Lessee furthers agrees to return property to its original condition. In the event such restoration can be made within ninety (90) days, Lessee agrees to restore said premises; and provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

22. **BREACH OR NONCOMPLIANCE:** The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

23. **ATTORNEY'S FEES:** In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

24. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:**
To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

25. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, First-Class airmail. Such matters shall be addressed to the other party at the following address:

To County at:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

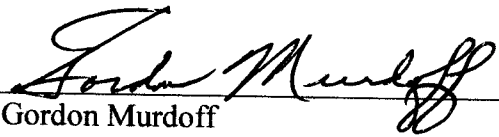
To Lessee at:

Gordon A. Murdoff
14206 N Bolivar Dr.
Sun City, AZ 85351


Copy to:

Yuba County
County Counsel
119 8th Street, Suite 123
Marysville, CA 95901

IN WITNESS WHEREOF, the parties have signed this Lease the day and year first above written.

By: 
Gordon Murdoff
"Lessee"

COUNTY OF YUBA

By: 
Hal Stocker, Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

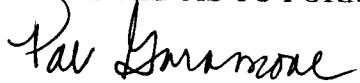
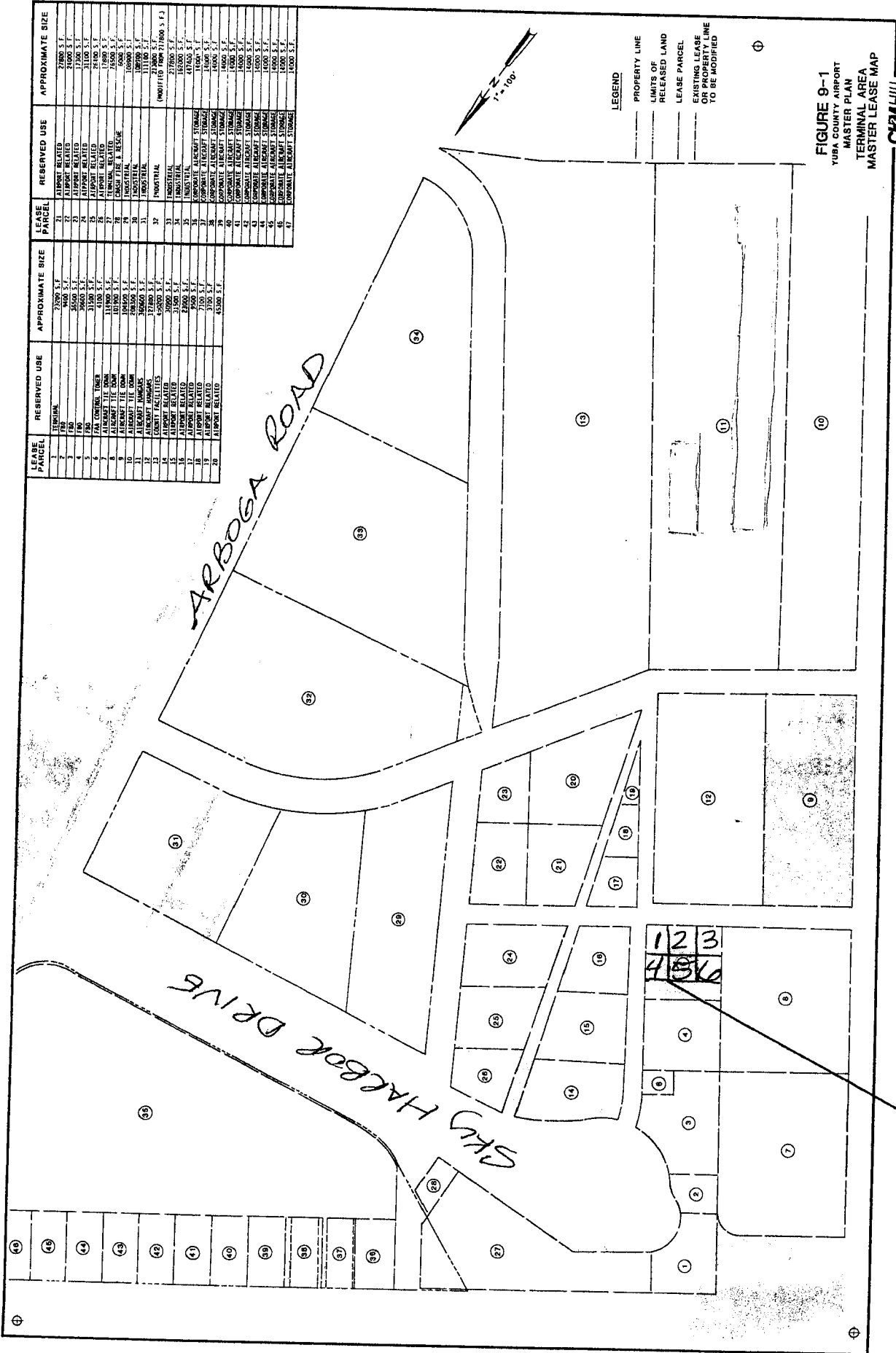

County Counsel

EXHIBIT A



Lease Site 5
Hangar 4

ATTACHMENT B
INSURANCE REQUIREMENTS

B.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.

B.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.

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

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

B.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.

B.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.

B.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.

B.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.

B.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.

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

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:** To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

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AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of March, 2012, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and GORDON MURDOFF, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

WHEREAS, said real property is devoted to and held for airport development, and

WHEREAS, pursuant to the provisions of Section 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; and

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. **LEASED PREMISES:** Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Yuba County Airport Terminal Area
Master Lease Map
Corporate Lease Site Number 5 / Hangar #6 (3,000 sq ft)

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location of

the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. **TERM:** The term of this Lease shall be five (5) years commencing on the 1st day of March, 2012. Lessee shall have the first right to negotiate to obtain a new lease for an additional five (5) year term before this Lease has expired. The new lease rate to be negotiated shall not exceed the average of the CPI Index over the past five years. The new lease rate will be mutually agreed upon by both the Lessor, and the Lessee.

3. **CONSIDERATION:** Lessee hereby agrees to pay as rent for said premises the sum of \$.035 cents per square foot of building area or One Hundred Five Dollars (\$105.00) per month, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

A. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or Two Hundred Ten Dollars (\$210.00).

4. **OTHER CHARGES AND FEES:** Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole

expense and cost, contest any tax, fee, or assessment.

5. **PENALTIES:** In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate (APR) of the payment due or 1.5% for each month unpaid or any portion of a monthly payment which is left unpaid.

6. **LEASEHOLD IMPROVEMENTS:**

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 60 ft x 50 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

B. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned, leased or hired by Lessee and for no other purpose.

C. In the event that Lessee shall fail or refuse to construct said hangar or complete said hangar in a timely manner, the Lessor shall have the right to demand a final date of completion. The Lessee shall make every attempt to construct the hangar within the first year of the lease.

D. Lessee shall submit to Lessor for approval all detailed plans and specifications for all leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

E. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and

specifications shall not be withheld unreasonably.

F. Upon receiving final Lessor approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

G. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanics lien or encumbrance of any kind or nature.

H. This Lease shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

8. **OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:**

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration there for.

9. **OPERATIONS:** Lessee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Aircraft operated may be owned by Lessee or others. Lessee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to

comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

10. **USE OF COMMON AREAS:**

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

11. **USE OF PREMISES:** Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation or any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in

conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be in nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this Paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

12. **SIGNS:** During the term of this Lease, Lessee shall have the right, at Lessee's expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said signs(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease.

13. **INSURANCE:** Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

- A. See Exhibit B attached hereto.
- B. Full Worker's Compensation and Employers' Liability Insurance covering all

employees of Lessee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Lessee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

14. **INDEMNITY:** Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

15. **MAINTENANCE AND REPAIR:** Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

16. **TAXES:** Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code

Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

17. **UTILITIES:** Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

18. **ASSIGNMENT OR SUBLEASE:**

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the approval of the Airport Manager, but sublessee will be required to pay appropriate use and fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessee.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and

such assignment, transfer, or sublease shall be void.

19. **DEFAULT:** In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

20. **BANKRUPTCY:** In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

21. **FIRE DAMAGE:** It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises is destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event of total loss, Lessee furthers agrees to return property to its original condition. In the event such restoration can be made within ninety (90) days, Lessee agrees to restore said premises; and provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

22. **BREACH OR NONCOMPLIANCE:** The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

23. **ATTORNEY'S FEES:** In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable

attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

24. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:**

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

25. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, First-Class airmail. Such matters shall be addressed to the other party at the following address:

To County at:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

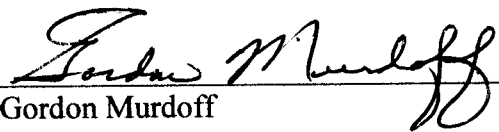
To Lessee at:

Gordon A. Murdoff
14206 N Bolivar Dr.
Sun City, AZ 85351

Copy to:

Yuba County
County Counsel
119 8th Street, Suite 123
Marysville, CA 95901

IN WITNESS WHEREOF, the parties have signed this Lease the day and year first above written.

By: 
Gordon Murdoff
"Lessee"

COUNTY OF YUBA

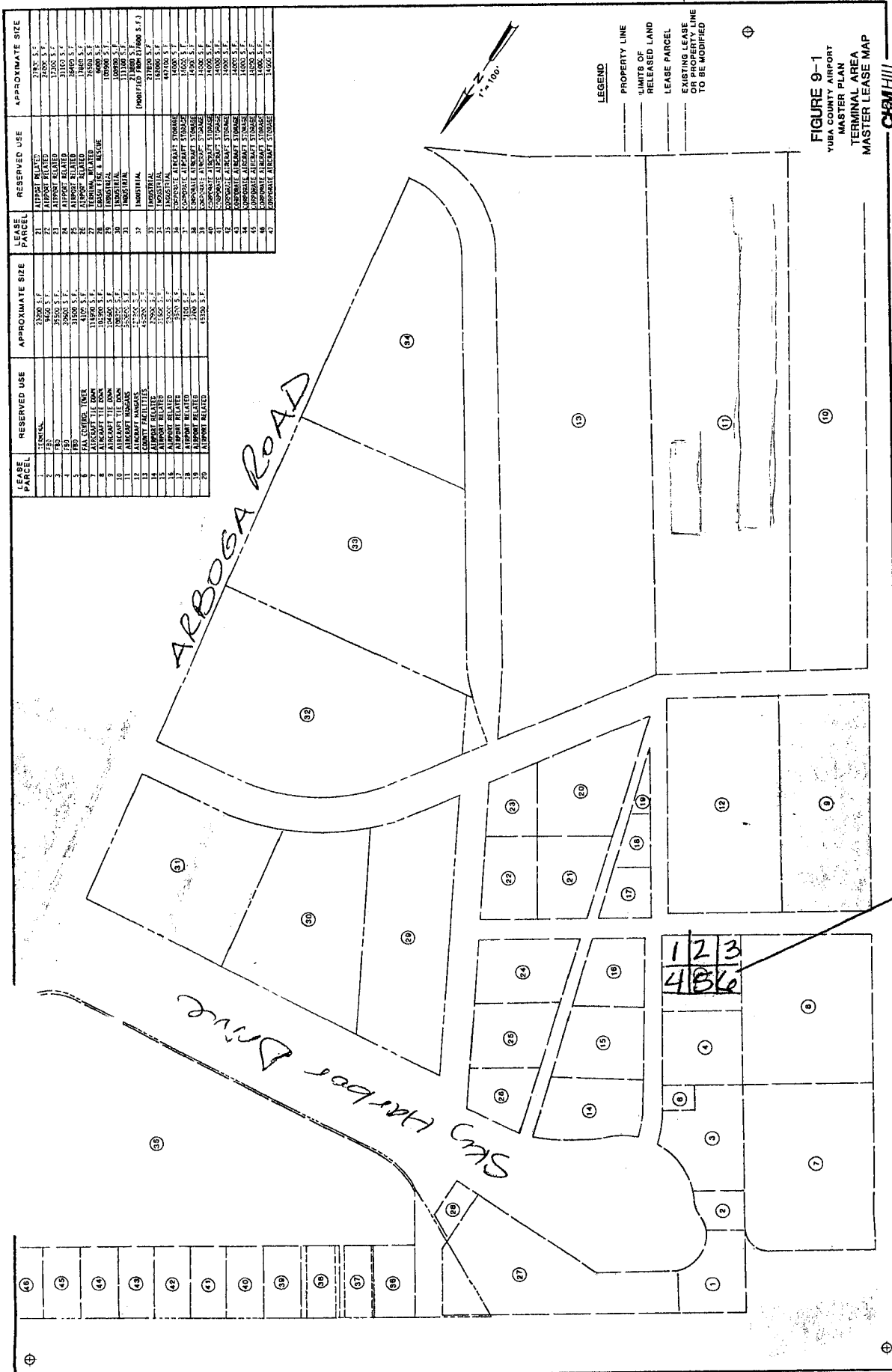
By: _____
Hal Stocker, Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


County Counsel

EXHIBIT A



ATTACHMENT B

INSURANCE REQUIREMENTS

B.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.

B.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.

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

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

B.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.

B.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.

B.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.

B.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.

B.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.

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

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

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The County of Yuba

118-12

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors, Yuba County

From: *LM* Louie B. Mendoza Jr., Agricultural Commissioner

Subject: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING AGRICULTURAL COMMISSIONER TO EXECUTE SPECIFIC ONGOING/NEW CONTRACTS, AGREEMENTS, COOPERATIVE AGREEMENTS, GRANTS AND/OR MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2012/2013 OR MULTIYEAR AND AUTHORIZE CHAIRMAN TO SIGN RESOLUTION.

Date: April 17, 2012

Recommendation:

Consider approval of Resolution authorizing the Yuba County Agricultural Commissioner to execute specified ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year on behalf of the County of Yuba and authorize chairman to sign resolution.

Background:

Yuba County Administrative Policy & Procedures Manual, Policy Number A-1, procedure 3 states, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head." In the past, the Agricultural Commissioner has been authorized through Resolution of the Board of Supervisors, to sign specific contracts and agreements.

Discussion:

The Agricultural Commissioner has historically sought out revenue sources to fund various activities of the department. These revenue sources typically require that Yuba County enter into contracts, agreements and cooperative agreements with the California Department of Food and Agriculture, Department of Pesticide Regulation, United States Department of Agriculture and other agencies/associations or private contractors. In the interest of efficiency the Yuba County Board of Supervisors has, in the past, authorized the Agricultural Commissioner to execute specified contracts and agreements on the behalf of Yuba County. In Fiscal Year 2011/2012 the Board of Supervisors made such authorization through their approval of Resolution No. 2011-28.

This is to request that the Yuba County Agricultural Commissioner be authorized to sign on behalf of Yuba County, specified revenue/expenditure contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year on behalf of the County of Yuba. Such documents shall be handled in accordance with Yuba County Administrative Policy & Procedures Manual, Policy Number A-1.

Fiscal Impact:

None - Authorizing the Agricultural Commissioner to execute ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year is an efficiency matter which will save time for both the Board of Supervisors and the Commissioner.

Committee Action:

On March 27, 2012, the Protective Inspection Committee recommended approval to the Board of Supervisors and authorization for the Chairman to sign the Resolution authorizing the Agricultural Commissioner to execute specific ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year. This item was also recommended to be placed on the consent agenda.

Enclosure: Resolution

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

**RESOLUTION AUTHORIZING THE AGRICULTURAL)
COMMISSIONER TO EXECUTE CERTAIN CONTRACTS/) RESOLUTION NO. _____
AGREEMENTS/COOPERATIVE AGREEMENTS/GRANTS/)
MEMORANDUM OF UNDERSTANDING FOR FY 2012/2013)
OR MULTI YEAR AS LISTED BELOW)**

WHEREAS, on a periodic basis certain governmental agencies request that the County Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for the provision of services to that governmental agency; and

WHEREAS, on a periodic basis certain private contractors/associations request that the County Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for the provision of services to that private contractor; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Agricultural Commissioner to execute certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding on behalf of Yuba County.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Agricultural Commissioner, be and hereby is authorized to execute on behalf of Yuba County certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for FY 2012/2013 or multi-year, as listed below and subject to approval of County Counsel and County Risk Management.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grants and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

| <u>Contract/Agreement/ Cooperative Agreement/Grant/ Memorandum of Understanding</u> | <u>Organization/Agency</u> |
|--|---|
| High Risk Pest Exclusion | California Department of Food & Agriculture (CDFA) |
| Japanese Dodder | CDFA and Private Contractors |
| Nursery Inspection | CDFA |
| California Organic Food | CDFA |
| Pierce's Disease Control Program/GWSS | CDFA |
| Asian Citrus Psyllid | CDFA and Private Contractors |
| Weed Management Area | CDFA |
| Egg Inspection | CDFA |
| Pest Detection Trapping | CDFA and Private Contractors |
| Sudden Oak Death (SOD) | CDFA |
| Light Brown Apple Moth (LBAM) | CDFA |
| Seed Certification/Inspection | CDFA and Cal. Crop Improvement Assoc. (CCIA) |
| Petroleum Program | CDFA - Measurement Standards |
| Weighmaster Program | CDFA - Measurement Standards |
| Pesticide Use Enforcement | California Environmental Protection Agency (Cal EPA) |
| Negotiated Work Plan | Department of Pesticide Regulation (CDPR) |
| Pesticide Use Reporting Agreement | CDPR/California Agricultural Commissioners and Sealers Association (CACASA) |
| Structural Fumigation Enforcement Agreement | Cal EPA, Department of Pesticide Regulation/Structural Pest Control Board |
| Small Hive Beetle (SHB) | California Bee Breeder's Association (CBBA) |
| Agricultural Products Certification | Private Contractors |
| Rice Pesticide Water Monitoring | California Rice Commission (CRC) |
| Heavy Capacity Weight Truck Agmnt -Weights & Measures- | County of Nevada/County of Sutter |
| U.S. Postal Inspection Program | County of Yolo |
| Annual Financial Plan for Wildlife Services (APHIS-WS) | United States Dept of Agriculture Animal & Plant Health Inspection Service Wildlife Svcs. (USDA APHIS -WS) |
| Wildlife Specialist "Trapper" Program Grant Agreement | Yuba County Water Agency |

PASSED AND ADOPTED this _____ **day of** _____
2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

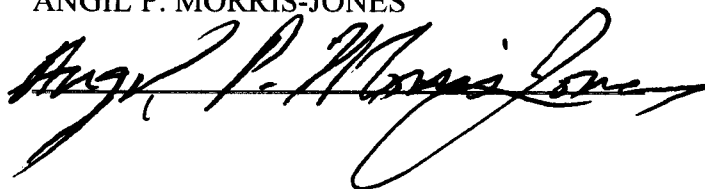
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

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The County of Yuba

119-12

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901


LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



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Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors

From:  Louie B. Mendoza Jr., Agricultural Commissioner

Subject: Consider approval of Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2012/2013 and 2013/2014 and Authorize Chair of the Board to sign the Agreement

Date: April 17, 2012

Recommendation:

Consider approval of Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2012/2013 and 2013/2014 and Authorize Chair of the Board to sign the Agreement.

Background:

The Board has approved this Agreement for Consultant Services for the Yuba Watershed Protection and Fire Safe Council for the past several years. This is a continuation of an existing agreement with Applied Forest Management Inc. that will provide consultant services for Fiscal Years 2012/2013 and 2013/2014. By way of this agreement, Applied Forest Management Inc. will provide the services of a Fire Safe Coordinator. In a separate action (April 17, 2012) the Board of Supervisors approved the Fire Safe Coordinator as a Title III project under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389).

Discussion:

Approval of this Agreement will provide for the continuing services of the currently contracted Fire Safe Council Coordinator position. This will allow continued fire education and planning to occur in high fire risk areas of Yuba County for fiscal years 2012/2013 and 2013/2014.

Fiscal Impact:

This project is funded by Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389) which are already on deposit with the Yuba County Auditor Controller and requires no County General Funds.

Committee Action:

On March 27, 2012, the Protective Inspection Committee recommended approval as a consent item by the Board of Supervisors and authorization for the Chair to sign the agreement.

Enclosure: Agreement

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**AGREEMENT FOR
CONSULTANT SERVICES FOR
THE YUBA WATERSHED PROTECTION AND FIRE SAFE COUNCIL**

THIS AGREEMENT for CONSULTANT Services ("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

APPLIED FOREST MANAGEMENT, INC.,
a California Corporation,
("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 (hereinafter, the "Services"). CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-1 through A-4.

2. TERM.

Commencement Date: July 1, 2012

Termination Date: June 30, 2014

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 Yuba County Agricultural Commissioner and HR2389 Project Director, is the representative of the COUNTY and will administer this Agreement for the COUNTY.

Stevan W. Andrews 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:

Disclosure Statement (page 4)
Attachment A – Services (page 5)
Attachment B – Payment (page 7)
Attachment C – Additional Provisions (page 8)
Attachment D – General Provisions (page 9)

9. **TERMINATION.** COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this
Agreement on _____, 2012.

"COUNTY"

COUNTY OF YUBA

Chairman, Yuba County
Board of Supervisors

"CONSULTANT"

APPLIED FOREST MANAGEMENT, INC.
A California Corporation



STEVAN W. ANDREWS
Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angel P. Martinez

RISK MANAGEMENT



Matthew Alisa

9. **TERMINATION.** COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this
Agreement on _____, 2012.

"COUNTY"

COUNTY OF YUBA

Chairman, Yuba County
Board of Supervisors

"CONSULTANT"

APPLIED FOREST MANAGEMENT, INC.
A California Corporation

STEVAN W. ANDREWS
Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



RISK MANAGEMENT



DISCLOSURE STATEMENT

COUNTY hereby discloses that this agreement was prepared as a component of the project funded by the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389). The maximum funding for this agreement is in the amount of \$64,000.00 for Fiscal Years 2012/13 & 2013/14 (\$32,000 each fiscal year).

A handwritten signature in black ink, appearing to read "L. B. [unclear]", is written over a horizontal line.

Agricultural Commissioner/HR2389
Project Director

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties shall be to coordinate the activities of the Yuba Watershed Protection & Fire Safe Council (the "COUNCIL"), as directed by the HR2389 Project Director and the COUNCIL, under authority of the Yuba County Board of Supervisors, which held a Public Hearing on February 7, 2006 and approved funding of a Fire Safe Coordinator position as a Title III project. The Coordinator position is intended to conduct fire safe education and planning for high fire risk areas of Yuba County. Those duties include the following:

Responsibility: CONSULTANT will work under the direction of HR2389 Project Director and in cooperation with the COUNCIL in coordinating the activities of the COUNCIL.

Specific Duties: CONSULTANT agrees to perform the following Services, which Services may be modified from time to time by CONSULTANT, HR2389 Project Director and COUNCIL, as the time and funds set forth in Attachment "B" will provide for; said Services being as prioritized and approved by the COUNCIL for completion under its 2005-2006 strategic operating plan:

Operations

1. Assist the COUNCIL's Chair/Facilitator in preparing for meetings. Prepare and email agenda packets and all supporting reports and documentation, and attend all meetings.
2. Attend all committee and Task groups meetings and provide assistance as required.
3. Communicate with other county Fire Safe Councils.

Grants

1. Perform the tasks (deliverables) required and funded by grants. Report progress to the COUNCIL through written monthly reports. Prepare periodic reports to grant funders as required.
2. Prepare a monthly Executive Summary for the COUNCIL on all grants in progress.

Projects

1. Work with the COUNCIL, CDF, local Fire Districts, and the community to develop and implement Community Coordinated Landscape Plans including the Yuba County All-Hazards Mitigation Planning effort.
2. Reengage local communities with the COUNCIL.
3. Provide general oversight and assistance in implementing a Community Defensible Space Chipping and Shredding Program.

Outreach

1. Conduct community awareness campaigns by speaking to community groups, preparing press releases, planning and conducting community events, television and radio interviews. Coordinate all press and public relations activities and inquiries related to the activities of the Council. Reply to requests and inquiries from the community.
2. Prepare flyers, brochures, posters and other materials to educate the public about fire safety.

A.2. TIME SERVICES RENDERED.

CONSULTANT shall provide services in a timely basis within the term of this Agreement.

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.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. Pursuant to Operative Provision 2. above, COUNTY shall pay CONSULTANT on a monthly basis, a contract fee not to exceed Two Thousand Six Hundred, Sixty Six Dollars, Sixty Six Cents (\$2,666.66) per month for CONSULTANT to perform Forty One Hours (41) per month in the provision of the services set forth in Attachment "A". 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 Sixty Four Thousand Dollars (\$64,000) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

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 COUNTY 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

C.1 FUNDING AVAILABILITY. CONSULTANT acknowledges that COUNTY is the recipient of funds which are being used to pay for the services of CONSULTANT. Should the funds become unavailable, COUNTY shall have the right to immediately terminate this agreement upon giving written notice of termination to CONSULTANT. This notice shall be effective starting with the date it is mailed.

C.2 CONFLICT OF INTEREST.

a. CONSULTANT certifies that CONSULTANT is aware the Political Reform Act (California Government Code section 81000 and following) prohibits CONSULTANT from using its official position to influence the making of any decision that will affect a financial interest of the CONSULTANT. A violation of the Political Reform Act subjects the CONSULTANT to administrative, civil, and criminal penalties. Additionally, California Government Code section 1090 prohibits employees and officers of the County from being financially interested in any grant or contract made by them in their official capacity, and provides that any such grant or contract is void from its inception. A violation of Government Code section 1090 is a felony and a conviction results in depriving the officer or employee from holding any office in the State of California.

b. CONSULTANT shall be subject to the terms of the Yuba County Conflict of Interest Code and shall be required to file a Statement of Financial Interest with the Yuba County Clerk prior to providing services pursuant to this Agreement, annually during the term of this Agreement, and within thirty days after the Agreement terminates. CONSULTANT shall be required to disclose all investments and business positions in business entities, sources of income and interests in real property within the County of Yuba and within two miles of the exterior boundaries of Yuba County.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be responsible for their own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement. CONSULTANT shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to 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 Operative Provision No. 9.

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 INSURANCE. CONSULTANT shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the 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.

D.4.1 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

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

D.4.2 MINIMUM LIMITS OF INSURANCE. CONSULTANT shall maintain limits no less than:

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

If the CONSULTANT maintains higher limits than the minimums shown above, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

D.4.3 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.

D.4.4 OTHER INSURANCE PROVISIONS. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the 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.

2. 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.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

D.4.5 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.

D.4.6 ACCEPTIBILITY 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.

D.4.7 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 effecting the coverage required by these specifications at any time.

D.4.8 SUBCONTRACTORS. CONSULTANT shall require and verify that all SUBCONTRACTORS maintain insurance meeting all the requirements stated herein.

D.5 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, or employees, provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of COUNTY, its elected and appointed councils, boards, commissions, officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

COUNTY shall defend, indemnify, and hold harmless CONSULTANT, its 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 COUNTY in the performance of its duties under this Agreement by COUNTY or any of COUNTY's elected and appointed councils, boards, commissions, officers, agents, or employees; provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of CONSULTANT, its officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

D.6 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.7 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.8 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.9 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.10 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 granting parties hereto. A taxable possessory interest may be created by this grant; 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.11 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.12 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.12.1 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.12.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.12.3 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 or CONSULTANT 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.13 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 handicap, medical condition, marital status, age or sex.

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.14 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.15 OWNERSHIP OF INFORMATION. Notwithstanding anything to the contrary contained herein, all professional and technical information and writings 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 or termination of the services hereunder. The COUNTY agrees to defend, indemnify and hold CONSULTANT harmless from any claim arising out of reuse of such documents for other than this project or arising out of any change in or alteration of such documents by COUNTY to which changes CONSULTANT has not previously consented to in writing.

D.16 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.17 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.18 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.19 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.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 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.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.30 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.31 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 knowingly be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

D.32 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":

Agricultural Commissioner
915 8th Street, Suite 127
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Stevan W. Andrews
Applied Forest Management
200 Litton Drive, Suite 310
Grass Valley, CA 95945

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The County of Yuba

120-12

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors, Yuba County
From: *LM* Louie B. Mendoza Jr., Agricultural Commissioner
Date: April 17, 2012
Subject: Title III Project Funding from the Secure Rural Schools and Community Self-Determination Act of 2000 - Recommendations

Recommendation: It is recommended the Board of Supervisors endorse this proposal which will set maximum funding limits, establish project funding priorities and serve as the spending plan for the remaining Federal Forest Reserve (HR2389- Title III) funds, provided under the Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act). The SRS Act was amended and reauthorized for Federal fiscal years 2008 through 2011 and most recently is pending congressional approval for 2012 through 2017. Proposed projects, priorities and maximum funding levels for each project are listed below for fiscal years 2012/2013 and 2013/2014.

| <u>Priority No.</u> | <u>Project</u> | <u>Maximum Funding</u> |
|---------------------|--|---------------------------|
| 1. | Fire Safe Council Education and Outreach - Coordinator | \$ 40,000 per fiscal year |
| 2. | Roadside Clearing | \$ 5,000 per fiscal year |

Background: On August 12, 2011, the County Administrator sent an "opt in" letter designating that fifteen percent (15%) of the HR 2389 - Forest Reserve Funds for Yuba County be allocated to Title III projects. The Board previously approved Resolution Number 2003-159 which authorized the Agricultural Commissioner to administer SRA Act (HR 2389) Fund payments; which were allocated for Title III projects and approved by the Yuba County Board of Supervisors. There will be an available balance of approximately \$59,000 remaining for allocation from previously approved projects listed above. The Board of Supervisors is being asked to approve a plan which sets maximum possible funding values for the above projects for fiscal years 2012/2013 & 2013/2014.

Discussion: It is recommended the Board of Supervisors endorse this proposed spending plan for fiscal years 2012/2013 & 2013/2014 which will establish a priority list of projects and set maximum funding limits each. The Board of Supervisors through their endorsement of these projects and funding limits will establish a recommended spending plan that will serve as the basis for expenditure of the remaining HR2389 – Title III funds. The two projects to be funded under this proposal have been previously approved by the Board of Supervisors in a properly noticed Public Hearing. The request before the Board of Supervisors is to set funding limits and not to consider new projects. The following is a brief description of each proposal. They are listed in order of recommended funding priority:

Project 1. Fire Safe Council Education and Outreach - Fire Safe Coordinator
Agency: Yuba Watershed Protection and Fire Safe Council
Purpose: Fund a Fire Safe Coordinator position for Fiscal Years 2012/2013 and 2013/2014. This position is critical to the ongoing efforts of the Council. There are currently no funding sources for this position other than the HR2389 funds. Coordinator sets up monthly meetings, develops annual strategic plan to direct the work of the Council on fire prevention education, works with Yuba County OES on fire prevention activities, additionally, coordinator will assist in the development and implementation of GIS activities.
Cost: \$32,000 for 12 month agreement
Information: Eligible Title III project - Fire prevention planning.
Recommendation: Approve not more than \$40,000 per fiscal year in case of additional projects or additional funding

Project 2. Roadside fuel reduction - vegetation management.
Agency: Public Works
Purpose: Work with Fire Safe Council to identify roads and clear vegetation within the county right of way to provide protective fuel breaks and reduce fuel load along county roads.
Cost: To be estimated (historically it has been \$10,000 per linear mile).
Information: This is the lowest priority project proposed for funding under HR2389. Funding for this activity is considered to be a backup project to be funded only if project 1 can be completed for less expense than is allocated. The goal is to exhaust all HR2389 funds during FY2012/ 2013 and 2013/2014.
Recommendation: Approve not more than \$5,000 per fiscal year.

Fiscal Impact: No direct impact to the County General Fund. Funds allocated as per SRS Act

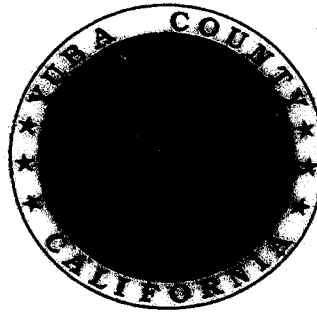
Committee Action: The Protective Inspection Committee approved the recommendation for maximum funding limits, project funding priorities and spending plan on March 27, 2012 and has referred this item to the Board of Supervisors for approval on the consent agenda.

Encl: Yuba County Administrator's letter dated August 11, 2011
SRS Act - HR2389 Informational Document

The County of Yuba

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

August 12, 2011

USDA Forest Service
Attn: Christine Nota
650 Capitol Mall, Room 8-200
Sacramento CA 95814

YUBA COUNTY DEPT

2011

DEPARTMENT OF AGRICULTURE

Dear Ms. Nota:

As per the Secure Rural Schools and Community Self Determination (SRS) Act, as amended and reauthorized by Public Law 110-343 (the Act), the County of Yuba selects the "state payment" under the SRS Act. In particular, we request to set aside and allocate 15% to Title III funds from the 2011 payment.

Thank you for your attention to this matter. Please do not hesitate to contact this office if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read "RB", is written over a horizontal line.

Robert Bendorf
County Administrator

CC: Board of Supervisors
Mike Lee - Public Works Director
Agricultural Commissioner

Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act Public Law 106-393)

Federal Forest Reserve Payment Election – HR2389

Background: Since 1908, counties and school systems adjacent to national forests have received 25 percent of the gross receipts from the management of these lands (federal timber sales). These payments were established to compensate communities for the lack of taxes that would have otherwise been generated had the lands been in private ownership. As the volume of timber sales began to fall on national forest and BLM lands in the late 1980's, so did the amount of these payments, leaving many rural communities in severe economic straits.

The Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act), also known as "HR2389" changed the way counties received a portion of national forest revenue receipts annually generated by the federal government. The SRS Act was amended and reauthorized for fiscal years 2008 through 2011 and is pending amendment for fiscal years 2012 through 2017. SRS Act or HR 2389 is intended to reduce state dependence on natural resources to fund education and roads. The legislation identifies two ways a county can receive payment:

1. An annual "Safety Net Payment" based upon the State's average of its highest three years of forest receipts from 1986 through 1999, (individual payments to counties are allocated by State Controller's office). With this option, counties must elect to reserve (15-20%) of their full payment amount for special forest projects under Title II of the Act, county projects under Title III, or both. This option is guaranteed from 2008 through 2011.
2. Receive the traditional 25% of actual timber harvest receipts as specified in the 1908 legislation.

For the past several years the Yuba County Board of Supervisors has elected to receive the annual "Safety Net Payment" and selected 15% of Forest Reserve Funds received be allocated to county projects under Title III for fiscal years 2010/2011 and 2011/2012

In fiscal year 2001-2002 based on the full payment amount of \$231,268, the County School Service Fund received \$92,507, the County Road Fund received \$92,507 and the balance (20%) or \$46,254 went to trust fund #324 for Title III projects. Currently, there is approximately \$67,000 as fund balance that can be used for approved projects. Section 302 of the SRS Act

(HR 2389) identifies how the funds may be used by the County under Title III. The authorized uses are:

1. Search, Rescue, and Emergency Services: An eligible County or applicable Sheriff's department may use these funds as reimbursement for search and rescue and other emergency services, including fire fighting, performed on Federal lands and paid for by the County.
2. Community Service Work Camps: An eligible County may use these funds as reimbursement for all or part of the costs incurred by the County to pay the salaries and benefits of County employees who supervise adults or juveniles performing mandatory community service on Federal lands.
3. Easement Purchases: An eligible County may use these funds to acquire:
 - a. Easements, on a willing seller basis, to provide for non-motorized access to public lands for hunting, fishing, and other recreational purposes
 - b. Conservation easements; or
 - c. both
4. Forest Related Educational Opportunities: *A County may use the funds to establish and conduct forest-related after school programs.*
5. Fire Prevention and County Planning: *A County may use these funds for:*
 - a. *Efforts to educate homeowners in fire-sensitive ecosystems about the consequences of wildfires and techniques in home siting, home construction, and home landscaping, that can increase the protection of people and property from wildfires; and can increase the protection of people and property from wildfires; and*
 - b. *Planning efforts to reduce or mitigate the impact of development on adjacent Federal lands and to increase the protection of people and property from wildfires.*
6. Community Forestry: A County may use these funds towards non-Federal cost-share requirements of section 9 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2105).

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The County of Yuba

121-12

AUDITOR - CONTROLLER



C. RICHARD EBERLE

915 8th Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: C. Richard Eberle, CPA, Auditor-Controller
Date: April 5, 2012
Re: Budget Transfer

Recommendation

Authorize budget transfer in the amount of \$10,000 from Professional Services (101-0400-412-2300) to various Auditor-Controller accounts for the purpose covering necessary expenses.

Background

The Auditor-Controller's office originally budgeted at mid-year for a contract with consultant in the amount of \$50,000 for services performed through June 30, 2012. Based on conversations with the consultant and the current availability of the consultant through year end, we expect the actual charges to be closer to \$40,000. We will re-allocate the funds to cover expenses in memberships, training, and office expenses.

Discussion

The Auditor-Controller's office has reviewed our accounts and identified savings in professional services that can be reallocated to cover shortfalls in other areas.

Committee Action

This action is being presented to directly to the Board of Supervisors which, according to policy, must approve budget transfers relating to travel/training.

Financial Impact

There is no financial impact at this is a reallocation of previously approved budget amounts. There is no net increase to the General Fund.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT
DATE 3/30/2012

COUNTY OF YUBA

AUDITOR-CONTROLLER

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

DEPARTMENT AUDITOR CONTROLLER

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

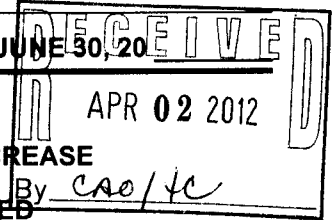
BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED



| ACCOUNT NO. | NAME | AMOUNT |
|-------------------|-----------|--------|
| 101-0400-412-2300 | PROF SVCS | 10,000 |
| | | |
| | | |
| | | |
| | | |
| | | |

| ACCOUNT NO. | NAME | AMOUNT |
|-------------------|-------------|--------|
| 101-0400-412-1700 | MAINT | 500 |
| 101-0400-412-2000 | MEMBERSHIPS | 1,000 |
| 101-0400-412-2200 | OFFICE EXP | 6,500 |
| 101-0400-412-2900 | TRAVEL | 2,000 |
| | | |
| | | |

FUND TRANSFERS

OPERATING TRANSFERS OUT

| ACCOUNT NO. | NAME | AMOUNT |
|-------------|------|--------|
| | | |
| | | |

OPERATING TRANSFERS IN

| ACCOUNT NO. | NAME | AMOUNT |
|-------------|------|--------|
| | | |
| | | |

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

| FUND | ACCOUNT | AMOUNT | | | FUND | ACCOUNT | AMOUNT | |
|------|---------|--------|--------|--|------|---------|--------|--------|
| | | DEBIT | CREDIT | | | | DEBIT | CREDIT |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

REASON FOR TRANSFER:

APPROVED:

☒ AUDITOR-CONTROLLER _____ Signature _____ Date _____ Signature _____ DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR Robert Bendry/CA 4/2/12 _____ Signature _____ Date _____ TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

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

Subject: First Five Yuba Commission – Two Representatives

Date: April 17, 2012

Recommendation

Appoint Gloria Rodriguez and Joginder Sekhon to the First Five Yuba Commission for terms to end April 28, 2014 and April 27, 2015 respectively.

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. There is one unscheduled vacancy due to the resignation of Ms. Esperanza Arellano and one scheduled vacancy. Applications have been received from Ms. Rodriguez and Ms. Sekhon, and are attached for your review and consideration along with recommendations for appointment from the First Five Yuba Commission.

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

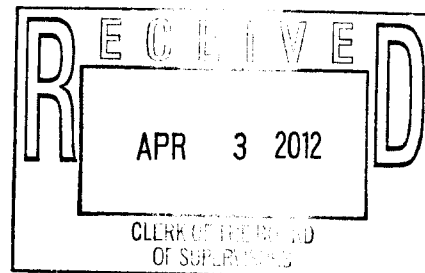
attachment

REFERRAL

TO: Jenny Sharkey/First Five Yuba Commission

CC:

FROM: Clerk of the Board of Supervisors



SUBJECT: Application for appointment/ Gloria J. Rodriguez **Copies Attached)**

- ☐ **INFORMATION:** NO ACTION OR RESPONSE NECESSARY.
- ☐ **STUDY/REPORT/RECOMMENDATION:** THIS MATTER WILL BE PRESENTED TO THE BOARD OF SUPERVISORS AS AN ITEM OF PUBLIC INTEREST ON _____.
- ☐ PLEASE SUBMIT ONE COPY OF WRITTEN RESPONSE TO THE CLERK OF THE BOARD OF SUPERVISORS BY _____ NO ADDITIONAL COPIES REQUIRED.
- ☐ **CLAIM AGAINST THE COUNTY:** (OR REQUEST FOR LEAVE TO FILE LATE CLAIM)
FOR REVIEW AND RECOMMENDATION TO THE BOARD OF SUPERVISORS (TO BE AGENDIZED BY RISK MANAGEMENT).
- ☐ **APPEAL:** PLEASE PREPARE ALL NECESSARY DOCUMENTS TO SET PUBLIC HEARING, AS WELL AS STAFF REPORT, AND FORWARD TO THE CLERK OF THE BOARD OF SUPERVISORS.
- ☐ **APPLICATION FOR CHANGED ASSESSMENT:** PLEASE REVIEW AND ADVISE AS TO TIMELY FILING AND LEGAL SUFFICIENCY.
- ☐ **AGENDA ITEM:** PLEASE REVIEW AND TAKE APPROPRIATE ACTION:
- ☐ **OTHER:** PLEASE REVIEW ATTACHED APPLICATION AND MAKE RECOMMENDATION FOR APPOINTMENT IF APPROPRIATE.

DATE: 6/10/2011

SIGNED: Rachel Ferris
Rachel Ferris, Deputy Clerk

REPLY

First Five Yuba Commission approved the above applicant on March 29, 2012 and was recommended to the Board of Supervisors for approval.

RECEIVED

DATE: April 2, 2012

SIGNED: Clayton JUN 13 2011



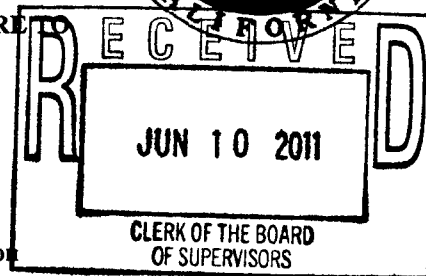
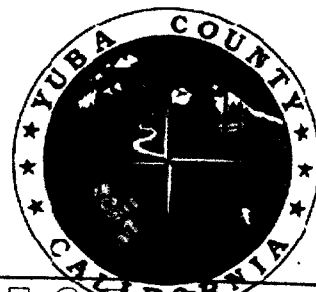
The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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

First 5 Yuba Commission



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

APPLICANT NAME:

Gloria J. Rodriguez

MAILING ADDRESS:

P.O. Box 1341

PHYSICAL ADDRESS:

1991 11th St. Olivehurst

TELEPHONE:

HOME: (530) 645-8743 WORK: (530) 741-6003

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Site Supervisor Preschool Teacher
District #3

REASONS YOU WISH TO

SERVE ON THIS BODY:

To be a positive advocate for young children
in our community.

QUALIFICATIONS:

30 yrs. experience in early years in
children's lives.

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

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

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

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

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

SIGNATURE

Gloria J. Rodriguez

DATE

6-7-11

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

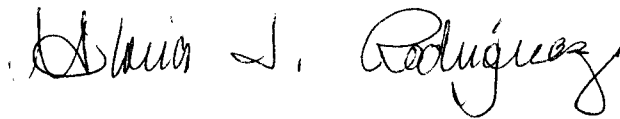
☐ OTHER: _____

To whom it may concern:

My name is Gloria Rodriguez , I was born here in Yuba County and have lived here my whole life . I have had the opportunity and very fortunate to have been able to see and experience many beautiful great changes within our community. I have been a Preschool Teacher within our community for 30 years enjoying those magical learning moments in our young children , our future of tomorrow. I'm recently a Site Supervisor Preschool Teacher at Olivehurst School , I have worked with Marysville Adult Education , in E.S. L, English as a Second Language, and Citizenship, preparation for naturalization classes , I have worked for Migrant Education as a Teacher in a summer program for students from Preschool to High School , I have been a Mentor Teacher for the Yuba College Program mentoring students in Early Child Development classes, I have been a Teacher for students in of all ages in the Catholic Church , I have been a part of the Hispanic Community of Yuba and I have enjoyed it and learned a lot throughout these many years of being involved in our community .

I 'm an advocate of young children , a strong believer that these are the most important and critical moments of their lives that will influence them for the rest of their lives .I'm bilingual Spanish – English and would love to be a part of this committee and I strongly believe that together as a team all things are possible and will happen in the best interest of all young children .

Gloria Rodriguez

A handwritten signature in cursive script that reads "Gloria Rodriguez". The signature is written in dark ink and is positioned below the printed name.

I

To Whom It May Concern:

I have known Gloria Rodriguez for about six years. She is a preschool teacher, who has connected with children and parents in a very unique way. She is very involved in the community, as a teacher. I have worked with her in a professional capacity. We have worked together in Kindercamp, a school readiness program for incoming kindergarteners. We have also worked together for the Marysville Adult Education, in ESL, English as a Second Language, and Citizenship, preparation for naturalization classrooms. Her teaching experiences in these roles have formed a learning connection between children with their parents, and parents with their children.

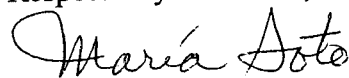
As a preschool teacher, she is very organized and prepared for the day's lessons everyday. She is very resourceful and creative in the development of the concepts in the lessons. She is very meticulous in setting up the classroom for learning. She shows her expertise in assessing children to determine their needs. Then she applies age-appropriate strategies to help the students learn and meet individual learning objectives. These include social as well as academic student objectives. She encourages them to practice and do their best. She is knowledgeable about preschoolers, and shares her insights and activities in the adult classes.

In the evening classes, she was very flexible and ready to help in any way, for the benefit of the students. Whether it was teaching or preparing for a class, or making copies. She made a difference in the adult classrooms. Many of the students, were parents of the children in her preschool classroom. She made them feel at ease and encouraged them whenever they needed it. She worked well with the staff and parents. It is very valuable, that she is bilingual in the Spanish language, since many of her students (children and parents) do not speak English. She is fluent and communicates effectively with the students. Gloria brings a warm, friendly, and caring attitude to the classroom.

Gloria is a very involved in the learning of her students, both children and parents in our community. She is an advocate for students and their learning. She demonstrates this advocacy by her involvement in community activities with children and their parents. One might say there is a cycle of learning going on, and Gloria Rodriguez is responsible for it.

Please contact me if you have any questions at (530)301-1514.

Respectfully submitted,



Maria Soto

Kindergarten Teacher

Ella Elementary School

Gloria Rodriguez

P.O Box 1341 Olivehurst, CA 95961

Cell Phone 530 645-8743

OBJECTIVE

To be a positive advocate of all young children in our community by serving as a member of the First 5 committee. Offering 30 Years of experience in Early Child Education.

California Community Development Corporation — February 1982- November 1985

Started as a Teacher Assistant and became a Preschool School Teacher in 1984.

Mother Goose Nursery — August 1986 - May 1987 and February 90- February 92

Preschool Teacher

Marysville Joint Unified School District — February 92- Present

-Teacher Assistant

-Site Supervisor Preschool Teacher

Job Title, Company Name; City, State — 1989-1990

EDUCATION

-Graduated from Lindhurst High School in 1980 - High School Diploma

-Fresno University - Certificate Early Child Education Program

-Chico State University - Certificate Early Child Education Continuing Program

-Yuba College - AA in Early Child Education

SKILLS AND CERTIFICATES

-Bilingual in Spanish and English (Speak, write and read)

-Involved in the Parent Summit

- Volunteer on the annual Children's Fair

- Certified in CPR and Safety for the American Red Cross

- Mentor of the R.O.P Program since 1997 For Marysville Student and Lindhurst

- Mentor Teacher for the Yuba College Students on Early Child Development

- Worked in the Marysville Adult Education in E.S.L and Citizenship preparation for Naturalization classes.

- Worked for the Migrant Education as a Teacher for the Summer Program. Teaching and assisting kids from Preschool to High School.

Additional Information :

*Yuba Collage Associate in Science with a major of
" Early Childhood Education "*

Child Development Site Supervisor Permit

*American Red Cross : Adult , Infant and Child CPR
CA Child Care First Aid*

Mentor Program since 2002 through Yuba Collage

R. O . P . Program since 1997 through Marysville/ Lindhurst

*Member of (NAEYC) National Association for the Education of
Young Children*

Certificate : Mandated Reporting Procedures Presentation (9/02)

Certificate : Early Childhood Environment Rating Scale (5/02)

Certificate : Let's Read Literacy Workshop (1/03)

Certificate : A Teacher's Handbook on ADHD (2/03)

Certificate : " At Circle Time " Workshop (2/03)

Certificate : Pre-Kindergarten Learning and Development Guidelines (9/03)

*Certificate : Caring For and Supporting the Growth of Little Ones (10/03)
An Infant / Toddler Conference*

*Certificate : Challenging Behaviors , ADD , and ADHD
" Autism , Spectrum Disorders and Speech and Language (11/03)*

Certificate : Professional Growth Plan and Portfolio Dev. Workshop (3/04)

*Certificate : " Why Don't They Hear Me " Communicating with
Parents about their children Workshop (9/04)*

Certificate : " Celebrating Children's Environment "
" Ooey Gooley " with Lisa Murphy (2/05)

Certificate : " The Ultimate Juggling Act " : Balancing the needs of
Children , Parents , and Providers (3/05)

- " * Focus on typical behaviors in children to
implement in classroom (8/05)
- * Goal setting for DBDP's (11/05)
- * Challenging Behaviors (11/05)
- " * Tobacco and our Teens (12/05)
- * Focus on parent communication (1/06)
- * Autism and other
Neurodevelopment Disorders (1/06)
- " * How to Build Community
and Support Healthy Parenting (2/06)
- * Play with Young Children (5/06)
- * Understanding E.C.E.R.S (10/06)
- * What's Feelings ? (10/06)
- " * A Violence Prevention Program (11/06)
- * Parenting / Caregivers Workshop (11/06)
- * Special Education Needs (11/06)
- " * Challenging Children (4/07)
- * Learning through Relationships
with Infants and Toddlers (4/07)
- " * Phonological Awareness (8/07)
- * Challenging Behaviors
(Resource, Recommendations and Relief) (9/07)
- * Dialogic Reading (9/07)

* "Professional Growth annual for
Child Development Permits" training (11/07)

* Mentoring: "A Leadership Strategy" (11/07)

* Social-Emotional Well-Being and
Learning (1/08)

* Getting the behavior I want, I (4/08)

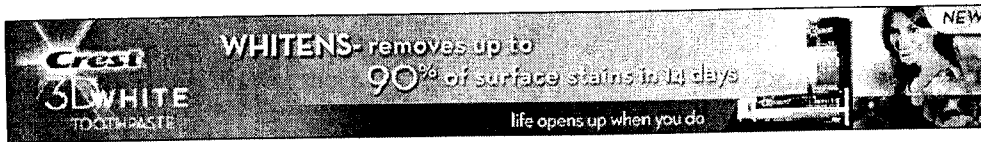
* Getting the behavior I want II (4/08)

* Science Safari Training (5/08)

* Outdoor Play Done a Whole
New Way Training (5/08)

* Preschool Training Foundations (9/08)

* Engaging Children in
Early Mathematics (4/10)



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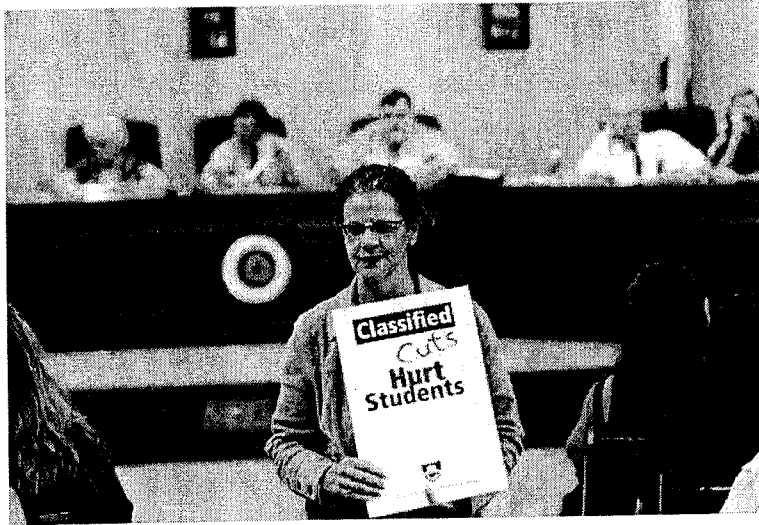
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No layoff notices for most MJUSD staff

1 of 2



Olivehurst preschool teacher Gloria Rodriguez returns to the crowd after addressing the Marysville Joint Unified School District board in support of classified employees Tuesday.

Chris Kaufman/Appeal-Democrat

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No layoff notices for most MJUSD staff



Yuba City man sentenced to 50 years to life in gang murder



Man accused of Yuba killings to represent himself

Related Article

No layoff notices for most MJUSD staff.

No layoff notices will be issued at this time to paraeducators, personal assistants and certain other classified staff in Marysville Joint Unified School District after employees pleaded with trustees Tuesday to save their jobs. The board failed to move a resolution to issue pink slip. Read No layoff notices for most MJUSD staff...

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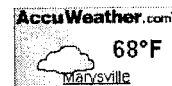
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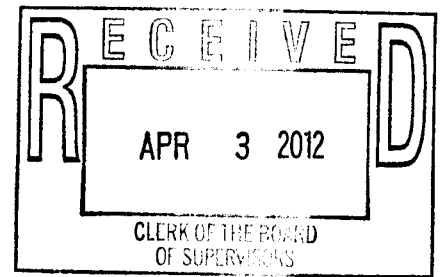
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REFERRAL



TO: First Five Yuba Commission

CC:

FROM: Clerk of the Board of Supervisors

SUBJECT: Application for appointment/Joginder Sekhon /application attached **Copies Attached)**

- ☐ **INFORMATION:** NO ACTION OR RESPONSE NECESSARY.
- ☐ **STUDY/REPORT/RECOMMENDATION:** THIS MATTER WILL BE PRESENTED TO THE BOARD OF SUPERVISORS AS AN ITEM OF PUBLIC INTEREST ON _____.
- ☐ **PLEASE SUBMIT ONE COPY OF WRITTEN RESPONSE TO THE CLERK OF THE BOARD OF SUPERVISORS BY** _____ **NO ADDITIONAL COPIES REQUIRED.**
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- ☐ **APPEAL:** PLEASE PREPARE ALL NECESSARY DOCUMENTS TO SET PUBLIC HEARING, AS WELL AS STAFF REPORT, AND FORWARD TO THE CLERK OF THE BOARD OF SUPERVISORS.
- ☐ **APPLICATION FOR CHANGED ASSESSMENT:** PLEASE REVIEW AND ADVISE AS TO TIMELY FILING AND LEGAL SUFFICIENCY.
- ☐ **AGENDA ITEM:** PLEASE REVIEW AND TAKE APPROPRIATE ACTION:
- ☒ **OTHER:** PLEASE REVIEW ATTACHED APPLICATION AND MAKE RECOMMENDATION FOR APPOINTMENT IF APPROPRIATE.

DATE: 11/07/11

SIGNED: Rachel Ferris
Rachel Ferris, Deputy Clerk

REPLY

First Five Yuba Commission approved the above applicant on March 29, 2012, was recommended to the Board of Supervisors for approval.

DATE: April 2, 2012

SIGNED:

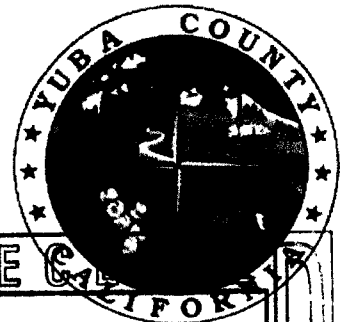
Claudia Catterall

The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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



OCT 25 2011

CLERK OF THE BOARD
OF SUPERVISORS

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: First 5 Yuba Commission

APPLICANT NAME: JOGINDER (Jinger) SEKHON
MAILING ADDRESS: P.O. Box - 935
PHYSICAL ADDRESS: 1330 - Gavin Drive, Marysville, CA 95901
TELEPHONE: HOME: (530) 743-8942 WORK: (530) 822-4440 EXT. 2083
EMAIL ADDRESS: jsekhon07@gmail.com

OCCUPATION/PROFESSION: Secondary School Advisor - Migrant Education
SUPERVISOR/ DISTRICT through Butte Co. office of Education - working in Yuba City unified
NUMBER: School Dist. - Andros Kerpner School - Maria Gallardo - 674-4900 ext. 3756

REASONS YOU WISH TO SERVE ON THIS BODY: Dedication to help young children & families to make a positive difference in their lives

QUALIFICATIONS: AS from Yuba College in Early Childhood Education & administrative in ECE
(30 years in Education) Serving children & families

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: Have worked w/ Elementary & middle school children in class room setting - Pre-school children & Parents in their homes

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

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

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

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

Joginder Sekhon
SIGNATURE

10/17/2011
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

Joginder (Jinger) Sekhon

1330 - Gavin Drive - Mailing P O Box - 935, MARYSVILLE, CA 95901
Home: (530) 743 - 8942 - Cell: (626) 487 -5101 : jsekhon07@gmail.com
Work: (530) 822-4440 # 2083: jsekhon@ycusd.k12.ca.us

Professional Summary

- 1) Secondary School Adviser, Migrant Education - 15 years
Advise migrant students on academics, attendance, higher education, career choices and field trips. I have worked with both high school and middle school students as per program requirements. Keep parent contacts to inform them of their children's progress in schools.
- 2) First Teacher, Migrant Education ECE Program in Yuba City Unified School District - worked with preschool age children and their parents in their homes - 5 years
Preparing children for Kindergarten and training their parents to become their children's First teachers.
- 3) Worked in Yuba City Unified School District's Elementary and middle school classrooms- 10 years Assisting students when and where they needed extra help in English, math and science in the assignments assigned by their teachers.
- 4) In the past, I have also worked at Marysville Joint Unified School District schools during Migrant Assisted Summer School Programs.

Core Qualifications

- Tri-lingual - proficient in English, Punjabi and Hindi - Excel in communication skills
- AS & Admin in Early Childhood Education from Yuba college
- Three years of University in Education from Punjab University in India
- Thirty years of experience in Education Teaching & Advising students
- Great team player - expert in conflict resolution
- Dedicated, Punctual and well organized
- Computer literate

Experience

Secondary School adviser

February 1981 to Current

Migrant Education, BCOE – Woodland, Ca. 95776

I can proudly say that I have made a difference in the lives of many migrant students in the 30 years of my career in education as I see them come back successful as teachers, counselors, engineers, doctors, pharmacists and lawyers etc. etc. It is a pleasure to hear them say we are what we are because of migrant education and you showed us the way and encouraged us to dream and achieve the impossible.

Education

YUBA COLLEGE 1995

MARYSVILLE, CA 95901, USA

Early Childhood Education

Associate of Science

Graduated with honors and also took administrative classes in Early Childhood Education to become a director of a Pre-school program or to be able to open one of my own pre-school. Since I was happy with my job with Migrant Education, I decided to stay with it.

Professional Affiliations

Member of Tierra Buena Sikh Temple

Member of Friends of Yuba Co. Historical Society

Member of Friends of Yuba County Library

Keywords

I have good knowledge in Accounting, had taken a year of course work in Accounting @ New Westminster Business College in New Westminster, Canada and worked for two years in Accounting office for a Marathon Reality in Calgary, Alberta from 1972-1974 prior to immigrating to the United States of America in 1975. I have also done course work in Income Tax Preparation and acquired a certificate for certified Income Tax Prep from Yuba College.

Thank you for your time and consideration!



YUBA CITY UNIFIED SCHOOL DISTRICT

750 Palora Avenue · Yuba City · California · 95991 · (530) 822-5200 · Fax (530) 671-2454

Nancy H. Aaberg, Superintendent

GOVERNING BOARD

Herbert Cooley
James Ferreira
Mike Hudson
Sharman Kobayashi
Fred Northern
Lonetta Riley
Steven Scriven

October 17, 2011

Yuba First Five Commission
915 8th St, Suite 123
Marysville CA 95501

To Yuba First Five Commission,

Joginder Sekhon is applying for a position as Yuba First Five Commissioner and I am pleased to write this letter on her behalf. Joginder has worked for many years with Migrant Education. I first met her when she was a student in a Yuba College math class that I taught. Then, I went on to work with her for many years through Migrant Education where she assumes the role as Secondary School Advisor, with primary support to Yuba City Unified Middle Schools.

Joginder earned an AS degree from Yuba College and served Migrant Education in an administrative role with the Early Childhood Education (ECE) program. In addition, she also worked with young children in Migrant Education ECE Program before assuming the position as a Secondary School Advisor. Joginder Sekhon has years of extensive work with children of all ages, along with program support and development. She routinely demonstrates attributes of reliability, creativity, and dependability.

The First Five Commission would be well served to have her commitment to the Yuba County community, knowledge of child development, and extensive experience in support for student and family success.

The Yuba City Unified School District students and staff have worked with and learned from Joginder Sekhon through her role in Migrant Education. She holds student support and success as her top priority and works tireless in that regard. Her perspectives and experiences would be invaluable to the Yuba First Five Commission.

If I can be of further assistance, please feel free to call me at 530 822 7600.

Most sincerely,

Nancy Aaberg
Superintendent

Joginder Sekhon

1330 - Gavin Drive Mailing: P O Box - 935, MARYSVILLE, CA 95901
Home: 5307438942 - Cell: 6264875101 : jsekhon@ycusd.k12.ca.us

October 18, 2011

JOGINDER SEKHON
SECONDARY SCHOOL ADVISER - MIGRANT EDUCATION
1330 - GAVIN DRIVE Mailing: P O Box - 935
MARYSVILLE, CA 95901
(530) 743 - 8942
jsekhon@ycusd.k12.ca.us
or: jsekhon07@gmail.com
or: jsekhon@bcoe.org

Job Title:

First 5 Yuba Commissioner

To whom it may concern:

Dear Board Members of First 5 Yuba Commission

Please note a brief overview of my skills and experience. As a proud 35 year Yuba County resident, I am confident that I could bring value to First 5 Yuba Commission as a First 5 Yuba Commissioner to serve Yuba County children and families.

Please see my attached resume which outlines all that I could offer to First 5 Yuba Commission, given the opportunity to become a First 5 Yuba Commissioner.

I am enthusiastic to make a positive difference in the lives of young children and their families in Yuba County.

As we all know that Education is power, Early Education is the key to eradicate crime and poverty in Yuba County.

My Qualifications:

My enclosed resume will give you a better understanding of my background and skills. Please feel free to call me at any time to discuss the requirements of this position. I will appreciate the opportunity for a personal interview for this very important position of First 5 Yuba Commissioner.

Thank you very much for your time and consideration.

Sincerely,

Joginder (Jinger) Sekhon
Home: (530) 743 - 8942
Cell: (626) 487 5101
Work: (530) 822-4440 Ext. 2083
e-mail: jsekhon@ycusd.k12.ca.us
e-mail: jsekhon07@gmail.com
e-mail: jsekhon@bcoe.org

The County of Yuba

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

MARCH 27, 2012 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:43 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, Chief Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Stocker presided.

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

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

A. Administrative Services

1. Authorize Budget Transfer in the amount of \$16,110 from State Enterprise Zone Tax Credit program to various salaries and benefits line items to increase position of Administrative Technician from 50 percent to 100 percent funded for period January 1, 2012 to June 30, 2012. (083-12) Authorized.

B. Clerk of the Board of Supervisors

1. Approve minutes of the meeting of March 13, 2012. (085-12) Approved as written.

C. Clerk-Recorder/Elections

1. Adopt resolution authorizing agreement with State of California Secretary of State for HAVA Elections Assistance under Section 271 Program, Post-Elections Audit Program, and authorizing the Clerk-Recorder/Registrar of Voters to execute all documents required by the grant and any pertinent documents related and acceptance of funds. (086-12)
 Adopted Resolution No. 2012-17, which is on file in Yuba County Resolution Book No. 43 entitled: "AUTHORIZE THE YUBA COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS TO ENTER INTO AGREEMENT WITH THE CALIFORNIA SECRETARY OF STATE FOR HAVA ELECTIONS ASSISTANCE UNDER SECTION 271 PROGRAM FOR A POST-ELECTION AUDIT PROGRAM AND AUTHORIZE CLERK-RECORDER/REGISTRAR OF VOTERS TO EXECUTE DOCUMENTS

AS REQUIRED BY THE GRANT AND ANY PERTINENT DOCUMENTS RELATED TO THIS PROGRAM AND AUTHORIZE ACCEPTANCE OF FUNDS."

D. Community Development and Services

1. Approve Plans and Specifications and Estimate, authorize advertisement of bids for North Beale Shoulder Widening project, and authorize the Chair to execute same. (087-12) Approved.
2. Approve agreement with Nolte Associates, Inc., for Spring Valley Road and Waldo Road Bridge Replacement projects and authorize the Chair to execute same. (088-12) Approved.
3. Accept Draper Ranch North Phase 1 improvements as complete and release the performance bond #SU5019174, Tract Map 2003-26. (089-12) Approved.
4. Adopt resolution authorizing submission of revised transportation claim for funds from the Transportations Development Act of 1971 as amended to Sacramento Area Council of Governments. (090-12)
Adopted Resolution No. 2012-18, which is on file in Yuba County Resolution Book No. 43 entitled: "RESOLUTION AUTHORIZING SUBMISSION OF REVISED TRANSPORTATION CLAIM FOR FUNDS FROM THE TRANSPORTATION DEVELOPMENT ACT OF 1971 AS AMENDED."
5. Accept Honcut Bridge Replacement Project as complete and authorize the Public Works Director to sign and record the Notice of Completion. (091-12) Approved.

E. Sheriff-Coroner

1. Adopt resolution authorizing the Sheriff to execute the State application for financial aid for the boating program and approving contract with Department of Boating and Waterways for boating and safety enforcement activities for Fiscal Year 2012-2013. (092-12)
Adopted Resolution No. 2012-19, which is on file in Yuba County Resolution Book No. 43 entitled: "RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE THE STATE APPLICATION FOR FINANCIAL AID FOR THE BOATING PROGRAM FISCAL YEAR 2012-2013."

IV. SPECIAL PRESENTATION

- A. Present County employee service awards. (No background material) (Thirty minute estimate) (104-12)
Human Resources Director Martha Wilson and Board members presented Service Awards and congratulated employees for their years of County services.

10 Years Service

Michelle Arsenault
Gary Bradley
Janet Crocker
Rachel David
Laura Deshazer
Suzanne Dorsey
Brett Felion
Carmen Gonzales
Pamela Hallford
Chester Hendrix

Perminder Bains
Tamara Brown
Kim Crow
Lovena DeCamp
Scott Dewitt
Laura Downing
Lorena Foster
Catherine Goodson
Sharry Hasty
Jerry Henry

Bonnie Beck
Kayeng Cha
Craig Curtis
Shirley Derryberry
Rachelle Diamond
Karen Ewing
Shawna Gasque
Mary Jane Griego
Andrew Henderson
Lisa Holliman

10 Years Service

Carla Jara
Michael Kouhestani
Herminia Lopez
Joan MacKinnon
Jessica McAleer
Jesse Menchaca
Ron Naso
Debbie Olvera
Lorena Procsal
Joe Ramirez
Sheila Royce
April Sonnenburg
John Summers
Deedee Vaughn
Kathy Widener

Marilyn Johnson
Cindy Lavender
Brandt Lowe
Deana Manning
Deborah Meeker
Carla Meza
Marianne Nishimura
Vivian Page
Marc Provencal
Shannon Riney
Jerry Schicht
Brandon Spear
Peter Sweeny
Deborah Watson
Robert Wilkins

Cynthia Journagan
Christina Lay
Veronica Ludwig
Bonnie Maxwell
Linda Megehee
Jason Nakamura
Bonnie Noel
Pamela Pease
Courtney Pyse
Tim Roberson
Penelope Schrader-Rogers
Jennie Springfield
Cheryl Totten
Sheri West
Renee Wilson

15 years Service

Tara Breceda
Allan Garza
Richard Horak Jr.
Kimberly Ross-Pollard
Michael Wright

Tracy Bryan
Karen Geiger
Julie Mahon
Irma Serrano
Thelma Yanez

Theresa Dove-Weber
Robert Guerin
Michael Pugh
Charles Williams
Regina Zurakowski

20 Years Service

Darrell Brice
Tawnya Cross
David Geoia
Grace Mull
Tina Taylor

Bryan Bump
Victory Cruz
Jan Kile
Teng Saechao
Vicki Worthley

Michelle Cahoon
Rhonda Cuddy
Michele Mazerolle
Lois Stevenson

25 years Service

Monica Arcaranoy
Susan Johnson
Tejinder Maan
Jacqualine Watson

Donna Clark
Wencel Kemp
Glenda Magill

Margaret Hochestrasser
Alan Long
Grieg Sizelove

30 Years Service

Mark Chandless

Kenny Smith

Errol Storm

The Board recessed at 9:58 a.m. and reconvened at 10:13 a.m. with all present as indicated above.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. Adopt resolution designating Board of Supervisors to serve as the successor agency of the Yuba County Redevelopment Agency and elect to retain the assets and functions previously performed by the Yuba County Redevelopment Agency. (093-12) Community Development and Services Director Kevin Mallen recapped state action regarding redevelopment agencies and responded to Board inquiries.

Auditor-Controller Rich Eberle responded to specific questions regarding the establishment of an oversight committee and how committee would be staffed.

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

Adopted Resolution No. 2012-20, which is on file in Yuba County Resolution Book No. 43 entitled: "RESOLUTION DESIGNATING THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA TO SERVE AS THE SUCCESSOR AGENCY OF THE YUBA COUNTY REDEVELOPMENT AGENCY AND ELECT TO RETAIN THE ASSETS AND FUNCTIONS PREVIOUSLY PERFORMED BY THE YUBA COUNTY REDEVELOPMENT AGENCY."

2. Approve second amendment to agreement with WRA Environmental Consultants and authorize the Chair to execute same. (Five minute estimate) (094-12) Project Planner Dan Cucchi provided a brief recap, addressed concerns presented by YUGAG (Yuba Group Against Garbage), and responded to Board inquiries.

The following individual spoke:
Mr. Richard Paskowitz, Wheatland

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

B. County Administrator

1. Approve response to the 2011/2012 Grand Jury Reports entitled Unauthorized Changes in Building Permit Fees and Jail Inspection, and authorize the Chair to execute same. (095-12) County Administrator Robert Bendorf recapped responses and responded to Board inquiries.

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

C. Board of Supervisors

1. Appoint one individual to the Fish and Game Advisory Commission as an At-large Representative to fill the term ending May 5, 2013. (084-12) Chief Deputy County Counsel Pat Garamone responded to various questions regarding appointment.

The following individuals spoke:

- o Mr. Frank Cecil, Browns Valley
- o Mr. Buck Weckman, Brownsville
- o Mr. Larry Flynn, Olivehurst

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

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

VII. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance enacting Title VI, Chapter 6.76 relating to vendor permits in County parks and recreation area. (Second reading) (Continued from March 13, 2012) (Land Use and Public Works Committee recommends approval) (Five minute estimate) (080-12) Public Works Director Mike Lee provided a brief recap and responded to Board inquiries.

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

MOTION: Move to close the public hearing, waive reading and adopt ordinance
MOVED: John Nicoletti SECOND: Mary Jane Griego
AYES: John Nicoletti, Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None
Adopted Ordinance No. 1513, which is on file in Yuba County Ordinance Book No. 23 entitled:
"ORDINANCE ENACTING YUBA COUNTY ORDINANCE CODE TITLE VI CHAPTER 6.76
RELATING TO VENDOR PERMITS IN COUNTY PARKS AND RECREATION AREAS."

- B. Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Chapter 9.20 of Title IX of the Yuba County Ordinance Code by repealing and re-enacting sections 9.20.010 and 9.20.025 relating to parking restrictions for Pinewood Way. (Land Use and Public Works committee recommends approval) (First reading) (Ten minute estimate) (096-12) Public Works Director Mike Lee provided a brief recap and responded to Board inquiries.

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

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

- C. Public Hearing - Hold public hearing, adopt resolution approving the Joint Exercise of Power agreement relating to the California Municipal Finance Authority and adopt resolution approving the issuance of the Bonds of the California Municipal Finance Authority for the benefit of Goodwill Industries of Sacramento Valley and Northern Nevada Project (including any affiliate thereof of the Borrower), to provide for the

financing of the project, in an aggregate principal amount not to exceed \$30,000,000. (Ten minute estimate) (097-12) County Administrator Robert Bendorf recapped request and responded to Board inquiries.

Chairman Stocker opened the public hearing. No one came forward

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

Adopted Resolution No. 2012-21, which is on file in Yuba County Resolution Book No. 43 entitled: "ADOPT RESOLUTION EXECUTING JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY"; and

Adopted Resolution No. 2012-22, which is on file in Yuba County Resolution Book No. 43 entitled: "RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS (GOODWILL INDUSTRIES OF SACRAMENTO VALLEY AND NORTHERN NEVADA PROJECT), SERIES 2012 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT RENOVATION, FURNISHING AND EQUIPPING OF CERTAIN RETAIL AND/OR DONATION FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO."

- D. Public Hearing - Hold public hearing and adopt resolution approving application and contract for funding from the State Community Development Block Grant (CDBG) program and authorizing the County Administrator, the Community Services and Agency Director, and the Planning Director to execute certain documents as necessary. (Fifteen minute estimate) (098-12) Community Development and Service Director Kevin Mallen provided a brief recap, read the public hearing notice, and responded to Board inquiries.

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

Adopted Resolution No. 2012-23, which is on file in Yuba County Resolution Book No. 43 entitled: "APPROVE AN APPLICATION AND CONTRACT EXECUTION FOR FUNDING FROM THE STATE CDBG PROGRAM; AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA FOR THE PURPOSES OF THIS GRANT."

VIII. CORRESPONDENCE - (099-12)

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

- A. Notice from California Fish and Game Commission enclosing Economic Impact Analysis relating to Mammal Hunting Regulations. (Copy provided to Yuba County Fish and Game Advisory Commission)
- B. Letter from California Department of Housing and Community Services regarding Neighborhood Stabilization Project scheduled monitoring March 27 through 30, 2012.

C. Letter from California Department of Finance regarding redevelopment successor agency representatives.

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

Supervisor Abe:

- Golden State Risk Management Authority meeting held March 14, 2012
- Agricultural Floodplain Management Alliance conference call March 15, 2012
- Economic Advisory Committee meeting held March 16, 2012
- Red Cross Heroes Dinner held March 16, 2012
- Wheatland Lions Club meeting held March 17, 2012
- Emergency Medical Care Committee meeting held March 21, 2012
- Bay-Delta forum meeting held March 23, 2012
- Memorial Adjournment - Mrs. Mary Medina
- News article regarding low cost methods for indoor marijuana cultivation

Supervisor Griego

- Local Government Commission meeting held March 15 - 17, 2012
- Three Rivers Levee Improvement Authority meeting held March 20, 2012
- Feather River Air Quality Management District budget meeting
- Local Area Formation Commission budget meeting
- South County Economic Improvement meeting held March 22, 2012

Supervisor Nicoletti:

- Memorial Adjournment - Mr. Delbert Songer
- Memorial Adjournment - Mr. Robert Fruitman
- Marijuana Cultivation ad hoc committee meeting
- Economic Advisory Committee meeting held March 16, 2012
- Red Cross Heroes Dinner held March 16, 2012

Supervisor Stocker:

- Memorial Adjournment - Mr. Lynn Johnson
- Memorial Adjournment - Ms. JoAnn McClanahan
- Local news paper article regarding Sutter County Board of Supervisors meeting schedule

X. ADJOURN at 11:44 a.m. by Chairman Stocker in memory of Ms. JoAnn McClanahan, Mrs. Mary Medina, Mr. Delbert Songer, Mr. Robert Fruitman, and Mr. Lynn Johnson.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: Rachel Ferris, Deputy Clerk

Approved: _____

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The County of Yuba

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



APRIL 3, 2012 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 6:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Stocker presided.

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

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

A. Administrative Services

1. Authorize Budget Transfer in the amount of \$992 from 4H Trust Fund to Account No. 101-0101-411-5240 (4H Camp) for review and approval of the County's Timber Harvest Plan by California Department of Fish and Game for the 4H Camp property in Dobbins. (105-12) Approved.
2. Authorize Budget Transfer in the amount of \$122,288 from Account No. 101-0000-372-9901 (Operating Transfers) to Account No. 101-1200-418-6113 (Capital Improvements - South Annex) for demolition. (106-12) Approved.

B. Board of Supervisors

1. Reappoint Claudia Hollis to the In-Home Supportive Services Advisory Committee for a term to end April 3, 2014. (107-12) Approved.
2. Adopt resolution supporting five guiding principles and joining the Agricultural Floodplain Management Alliance and efforts to seek insurance solutions for agricultural structures destroyed or damaged by floods. (Continued from March 13, 2012) (077-12)

Adopted Resolution 2012-24 which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION SUPPORTING AND JOINING THE AGRICULTURAL FLOODPLAIN MANAGEMENT ALLIANCE (AFMA)."

C. Health and Human Services

1. Approve Children's Medical Services (CMS) Plan and Fiscal Guidelines for Fiscal Year 2011-2012 and authorize the Chairman to sign necessary documents included in the plan. (Human Services Committee recommends approval) (108-12) Approved.

IV. SPECIAL PRESENTATION

- A. Present proclamation declaring month of April 2012 as Child Abuse Prevention Month in Yuba County. (Five minute estimate) (109-12) Presented by Chairman Stocker.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. Provide direction on comments to LAFCO regarding City of Marysville's request to amend their Primary Sphere of Influence and take action as appropriate. (113-12) Community Development and Services Director Kevin Mallen briefly recapped the change in sphere of influence and responded to Board inquiries. County Administrator Robert Bendorf provided further information regarding the update of a sphere of influence.

City Manager Steve Casey recapped the process the city has undertaken during the last year in regards to the update.

Following Board discussion, Supervisor Griego advised she would recommend to LAFCO a 30 day extension and a workshop for outreach in the community affected.

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

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Section 2.25.010 relating to Board of Supervisors meeting being held in District Five. (First Reading) (Ten minute estimate) (110-12) Clerk of the Board Donna Stottlemeyer and County Counsel Angil Morris-Jones recapped the purpose of proposed changes and responded to Board to inquiries.

Following Board discussion, Board consensus was to bring back ordinance with wording to allow for any location within County upon forth fifths vote of the Board.

- B. Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 9.20 of Title IX of the Yuba County Ordinance Code by repealing and re-enacting sections 9.20.010 and 9.20.025 relating to parking restrictions for Pinewood Way. (Land Use and Public Works committee recommends approval) (Second reading) (Ten minute estimate) (096-12) Chairman Stocker opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance

MOVED: John Nicoletti SECOND: Roger Abe

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Ordinance No. 1514 which is on file in Ordinance Book No. 23, entitled: "AN ORDINANCE AMENDING CHAPTER 9.20 OF TITLE IX OF THE YUBA COUNTY ORDINANCE CODE BY REPEALING AND RE-ENACTING SECTIONS 9.20.010 AND 9.20.025 RELATING TO PARKING RESTRICTIONS FOR PINEWOOD WAY."

VIII. CORRESPONDENCE - (111-12)

- A. Notice from California Fish and Game Commission regarding proposed regulations relating to central marine protected areas. (Copy was provided to Yuba County Fish and Game Advisory Commission) Accepted.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

- Water Agency Groundwater hearing held March 28, 2012
- Water Agency meeting with Congressman Garamendi regarding Beale activities and flood issues held March 30, 2012
- Employee Service Awards Luncheon held March 30, 2012
- Yuba-Sutter Farm Bureau Fundraiser held March 31, 2012
- Met with Yuba-Sutter Gleaners April 2, 2012
- Valley Vision Broadband Consortium meeting scheduled April 12th in Sacramento
- Memorial Adjournment - Mrs. Juanita Daugherty

Supervisor Griego:

- First 5 Yuba meeting held March 29, 2012
- Employee Service Awards Luncheon held March 30, 2012
- Water Agency meeting with Congressman Garamendi regarding Beale activities and flood issues and POD committee held March 30, 2012
- Feather River Air Quality Management District meeting held April 2, 2012
- Vietnam Veterans Welcome Home celebration held March 31, 2012
- Cultivation Ad Hoc meetings on revised ordinance bringing brought forward on April 17 and May 1, 2012

Supervisor Vasquez: Consideration of ordinance on tobacco limitations

Supervisor Nicoletti:

- Valley Vision Broadband Consortium meeting scheduled April 12th in Sacramento
- Employee Service Awards Luncheon held March 30, 2012
- Cultivation Ad Hoc meetings on revised ordinance
- Y-S Economic Development Corporation staff currently attending event in Portland
- Vietnam Veterans Welcome Home celebration held March 31, 2012
- Received consensus for letter of support to Office of Education on grant effort for 30 month program for young adult training and services

Supervisor Stocker:

- Employee Service Awards Luncheon held March 30, 2012
- Yuba Sutter Farm Bureau fundraiser held March 31, 2012
- Received consensus to commend Ned Speiker for education on the Yuba River

X. ADJOURN: 7:23 p.m. by Chairman Stocker in memory of Mrs. Juanita Daugherty.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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



124-12

745

616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

April 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *Michael Lee*

SUBJECT: APPROVE PLANS & SPECIFICATIONS & AUTHORIZE ADVERTISEMENT
FOR BIDS TO CONSTRUCT THE WOODRUFF LANE HES PROJECT

RECOMMENDATION:

Approval of Plans and Specifications and authorize the subject project for advertisement of bids with a tentative bid opening date of May 30, 2012, pending Caltrans approval.

BACKGROUND:

Approximately 2.5 miles east of SR 70, Woodruff Lane has a substandard ninety-degree curve and two narrow bridges. A successful application was submitted to a federal safety program to correct these deficiencies.

DISCUSSION:

The project will entail realigning the substandard curve to meet current design standards and widening the roadway at the two narrow bridges by replacing them with culverts. This project will also include new irrigation culverts to accommodate the realigned curve. The project will be funded through federal safety funding with a 10% local match.

The engineer's estimate for the project is \$501,067. The project is expected to be completed by October 2012.

COMMITTEE ACTION:

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

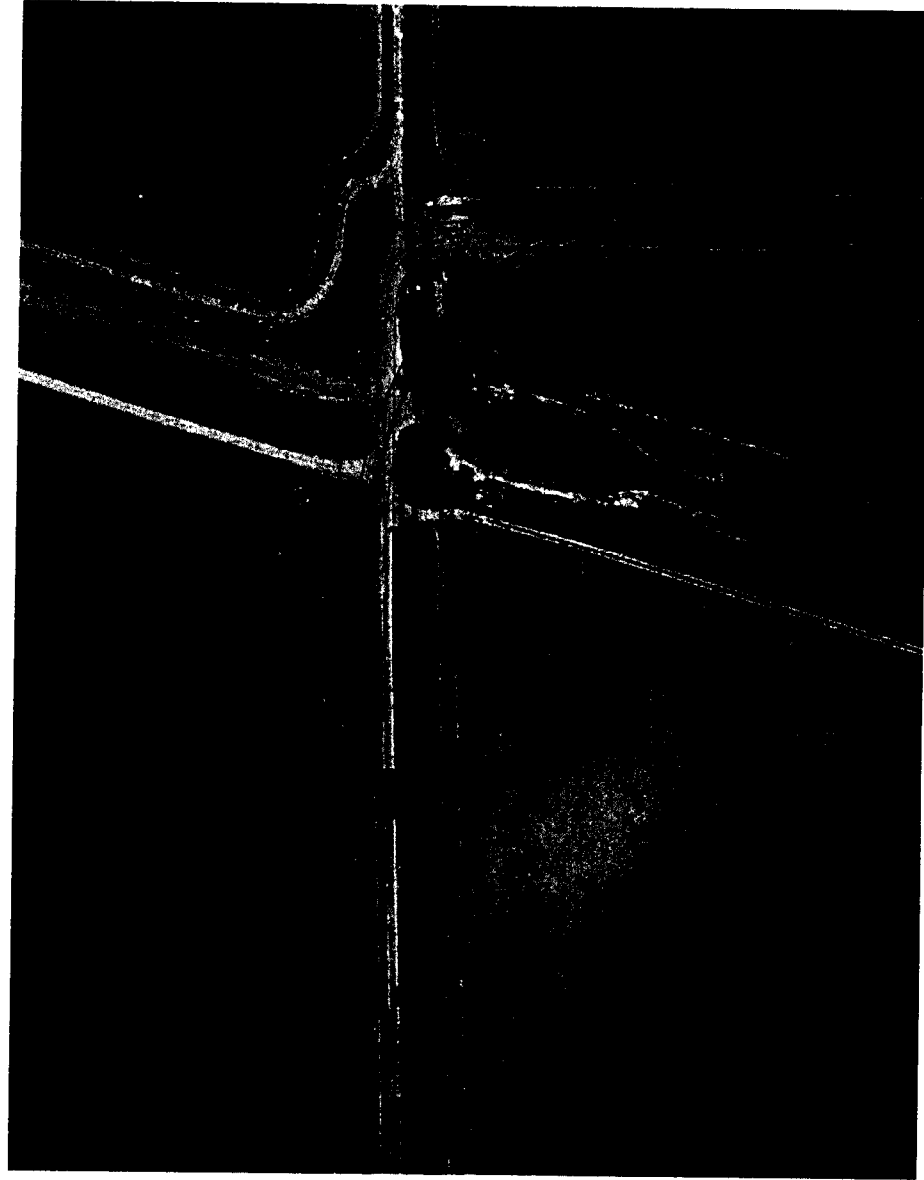
FISCAL IMPACT:

Federal safety funding will be used for 90% of the estimated \$501,067 with a local match from the Road Fund of 10%.

WOOLKUFF LAINE HES PROJECT

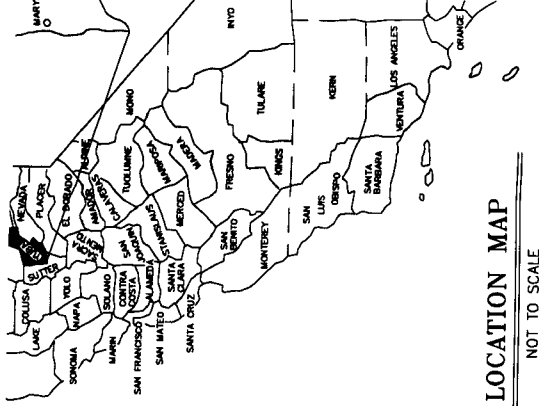
YUBA COUNTY, CALIFORNIA CONTRACT NO. 2012-2124

TO BE SUPPLEMENTED WITH STANDARD PLANS AND SPECIFICATIONS
DATED MAY 2006, OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION



SITE PLAN

NOT TO SCALE
ONLY SITE 3 SHOWN



LOCATION MAP

NOT TO SCALE

YUBA COUNTY SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ELECTRONIC COPIES OF THIS PLAN SHEET.

NOTE: THE CONTRACTOR SHALL POSSESS THE FOLLOWING LICENSE(S) AT THE TIME THIS CONTRACT IS AWARDED:
A. GENERAL ENGINEERING

WDID No. 5S58W000531

APPROVED BY:

MICHAEL LEE, P.E.
PUBLIC WORKS DIRECTOR
COUNTY OF YUBA
RCE 55795 EXP 12/31/2012

APPROVED BY:

HAL STOCKER
CHAIR, YUBA COUNTY
COUNTY OF YUBA

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



125-12

BL.
749-5440 • Fax 749-5616

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749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Yuba County Board of Supervisors

FROM: Michael Lee, Public Works Director

SUBJECT: Gledhill Landscaping and Lighting District, Resolution adopting the Engineer's Report and declaring intention to levy and collect assessments.

DATE: April 17, 2012

Recommendation

Adopt the attached Resolution approving the Engineer's Report and declaring your Boards intent to levy and collect assessments within the Gledhill Landscaping and Lighting District for fiscal year 2012/2013.

Background

Gledhill Landscaping and Lighting District was formed on July 1, 1993. Per the Streets and Highway Code an Engineer's Report shall be prepared and filed each year.

Discussion

The assessment, shown in the engineer's report, will provide revenue needed to operate the district for fiscal year 2012-2013. There has been no change in the assessment rate from last year's rate. There are 3670 dwelling units that are assessed at \$13.20 for the total revenue of \$48,444.00 for the fiscal year 2012-2013. These funds are used to operate and maintain Fernwood Park in East Linda and Friendship Park in West Linda. In particular, the funds will be used to maintain existing landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and perform 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

**ENGINEER'S REPORT
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT
FISCAL YEAR 2012-2013
COUNTY OF YUBA**

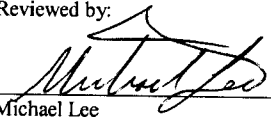
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| SECTION | II | COST ESTIMATE |
| SECTION | III | DISTRICT DIAGRAM |
| SECTION | IV | ASSESSMENT |
| SECTION | V | BOND OR NOTE ISSUANCE |
| APPENDIX | A | COST ESTIMATE |
| APPENDIX | B | MAP |

Prepared By:

Judy Zirion
Engineering Technician
Department of Public Works
(530) 749-5420

Reviewed by:



Michael Lee
RCE 55795
Exp 12-31-12

**ENGINEER'S REPORT
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT**

22568

Section I: Plans and Specifications

a. Detail Plans
Not applicable

b. Scope of Work

Fiscal Year 2012 - 2013

1. Continue to maintain the landscaping.
2. Continue the maintenance of the athletic areas.
3. Continue the maintenance and replacement of damaged recreation equipment.
4. Improve the existing irrigation facilities.
5. Install new irrigation and landscaping.

22569

Section II: Estimate of Cost

| | |
|---|--------------|
| a. Net amount to be assessed per Dwelling Unit on annual basis within the assessment district. | \$ 13.20 |
| b. Dwelling Units within the assessment district. | 3670 |
| c. Total income within the assessment. | \$48,444.00 |
| d. Amount of surplus carried over from a previous year. | \$56,843.00 |
| e. Garden reimbursement for water use. | 0 |
| f. Interest/Grants | \$1,200.00 |
| g. Total budget 2012 – 2013 | \$106,487.00 |
| h. Detailed cost estimate enclosed as Appendix "A" total cost of construction, maintenance and/or services. | \$106,487.00 |

22570

Section III: District Diagram

- a. District map enclosed as Appendix "B"
- b. Assessor's Parcel Numbers will be used to give each lot or parcel a district alpha-numeric label for the Gledhill Landscaping and Lighting District.

22572

Section IV: Assessment

"Dwelling unit shall mean a building or portion thereof designed for or occupied exclusively for residential purposes, including one-family or each unit of multi-family dwelling.

- a. Each dwelling unit is to be assessed \$1.10 each month or \$13.20 each year.
- b. For a description of each parcel, please refer to the Yuba County Assessment Rolls.
- c. Each dwelling unit within the district will be assessed the same amount, receiving equal benefit for improvements within the district.
- d. No notes or bonds have been issued at this time.

22567

Section V: Bond or Note Issuance

- a. None to be issued.

ENGINEER'S REPORT
APPENDIX "A" - COST ESTIMATE

1. PROFESSIONAL SERVICES:

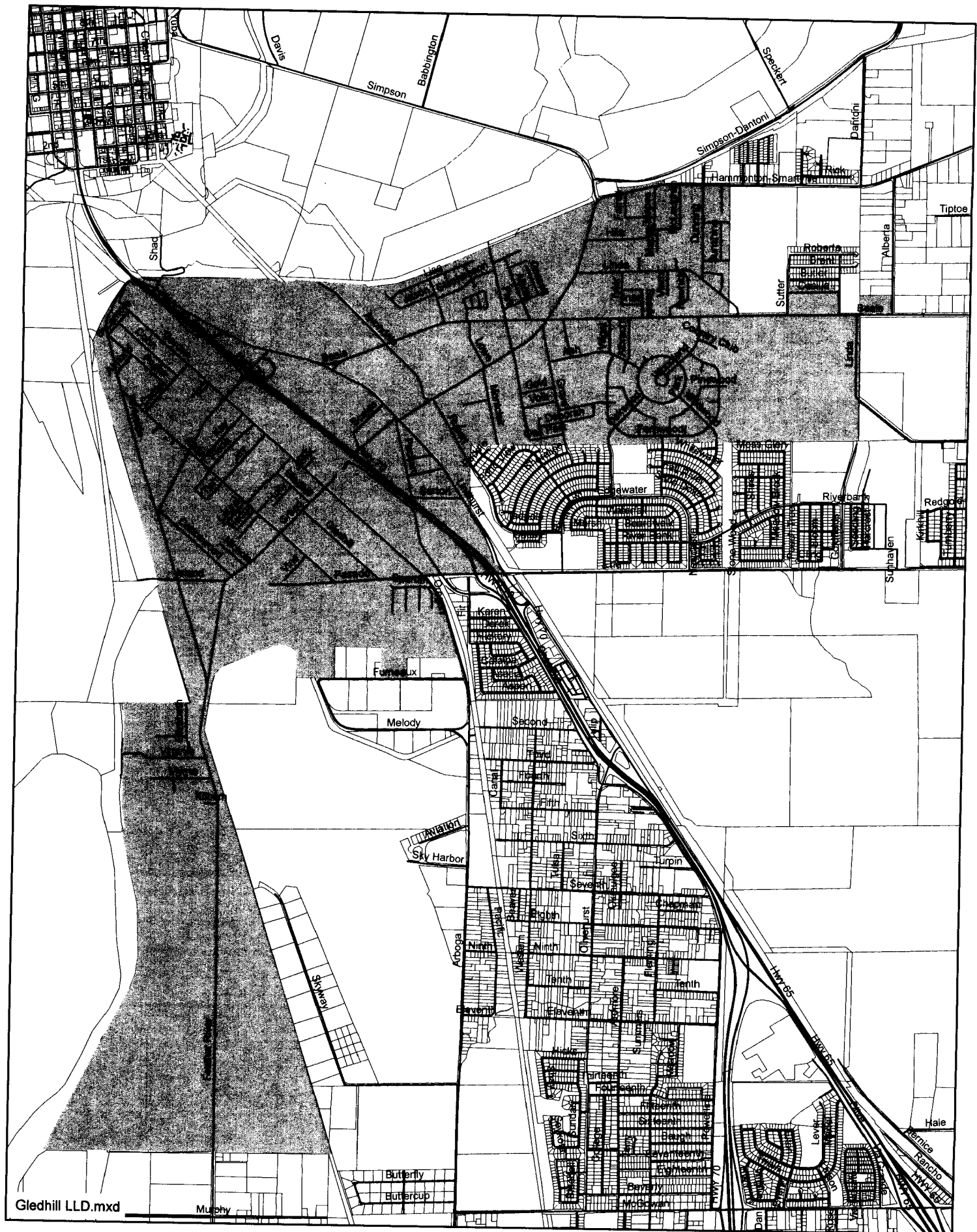
| | |
|---|--------------------|
| A. Landscape Maintenance | \$46,000.00 |
| B. Repairs to Sprinkler Systems | \$5,000.00 |
| C. Project Supervision Coordination | 0 |
| D. Public Works Administration | \$9,000.00 |
| E. Open and Close Fernwood Park | 0 |
| F. Recreation Equipment and Sports Area Repairs and Maintenance - Reserve. | \$33,487.00 |
| G. Insurance | \$5,000.00 |
| Subtotal: | \$98,487.00 |

2. UTILITIES

| | | |
|------------|--------------|------------|
| Water | (\$5,500.00) | \$8,000.00 |
| Electrical | (\$2,500.00) | |

Subtotal: \$106,487.00

TOTAL: \$106,487.00



APPENDIX "B"
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT

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

**RESOLUTION TO ADOPT ENGINEER'S)
REPORT AND DECLARE INTENTION TO)
LEVY AND COLLECT ASSESSMENTS)
WITHIN GLEDHILL LANDSCAPING AND)
LIGHTING DISTRICT)**

RESOLUTION NO. _____

WHEREAS, the Landscaping and Lighting Act of 1972 (Division 15, Part 2, Chapter 3, of the Streets and Highways Code (commencing with section 22620) which relates to the levy of annual assessments after formation of a landscaping and lighting district, requires the legislative body to approve the Engineer's Report and adopt a resolution of intention to levy and collect assessments; and

WHEREAS, the engineer shall prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of the Streets and Highways Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby:

1. Approves the Engineer's Report for Gledhill Landscaping and Lighting District for fiscal year 2012-2013.
2. Declares its intention to levy and collect assessments within the assessment district for fiscal year 2012-2013 in compliance with Streets and Highway Code section 22624.
3. Declares that the work proposed in the Engineer's Report includes maintenance of existing landscaping, and repair and maintenance of recreation areas and equipment as required to maintain parks within the Gledhill Landscaping and Lighting District for fiscal year 2012-2013.
4. Declares that the Gledhill Landscaping and Lighting District is located in the community of Linda.
5. Declares that the Engineer's Report is on file with the Clerk of the Board of Supervisors at 915 8th Street, Marysville, California, where it may be reviewed for a full and detailed description of the improvements, boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.
6. Declares that the proposed assessments consist of no increase from the current rate of \$13.20 per year per dwelling unit.
7. Declares that a public hearing be scheduled on May 15, 2012 at 9:30 a.m. in the Board of Supervisors Chambers at 915 8th Street, Marysville, California, where all interested persons will be given an opportunity to be heard and all oral statements and written protests made prior to the close of the public hearing will be considered.

8. Declares that any interested person may, prior to the conclusion of the hearing, file a written protest with the Clerk of the Board of Supervisors, or having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property.

9. Declares that the Clerk of the Board of Supervisors shall publish a notice of public hearing one time at least ten days prior to the public hearing.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2012, by the following vote:

AYES:

NOES:

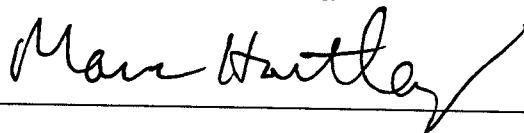
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

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

April 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *For you*

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH 123 ENGINEERING INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE REALIGNMENT OF LA PORTE ROAD OVER NEW YORK CREEK AND BRIDGE REPLACEMENT ALONG CHUCK YEAGER (SMARTSVILLE) ROAD OVER VINEYARD CREEK PROJECTS

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute, the agreement with 123 Engineering, Inc. to provide construction phase professional engineering services for the Realignment of La Porte Road over New York Creek and Bridge Replacement along Chuck Yeager (Smartsville) Road over Vineyard Creek projects.

BACKGROUND:

The Public Works Department has executed construction contracts to build improvements for the Realignment of La Porte Road over New York Creek and Bridge Replacement along Chuck Yeager (Smartsville) Road over Vineyard Creek projects. The County has been working with SACOG and Caltrans to obtain authorization of funds for the construction and construction engineering of the replacement bridges. The funds were authorized and a request for proposals for professional engineering services was circulated to construction management consultants on our Tier 1 list of consultants. The County received three proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of both projects to 123 Engineering, Inc. in the amount of \$118,244. The total compensation includes \$59,228 for the Chuck Yeager (Smartsville) Road Bridge and \$59,016 for the La Porte Road Bridge. Construction of both projects is scheduled for 2012.

DISCUSSION:

The work in general will consist of providing a Structure Representative to support County staff on an "on-call" basis. The consultant shall provide construction phase services including but not limited to providing technical support, reviews, evaluations, inspections and recommendations of

certain aspects of the bridge design that may be affected by changes encountered during the construction of the bridge. The County will be responsible for providing the Resident Engineer and inspectors for the project along with additional consultants to provide environmental and materials testing services for construction. The purpose of these projects is to replace structurally deficient bridges at both locations and improve the alignment of the bridge approaches at the La Porte Road site.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The construction engineering work performed by 123 Engineering, Inc. will not exceed \$59,228 for the Chuck Yeager Road Bridge project and \$59,016 for the La Porte Road Bridge project. These projects will be funded with Federal Highway Bridge Program (HBP) funds at 88.53% with a local match of 11.47% from the County Road Fund.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional engineering services, for the Bridge Replacement and Realignment of La Porte Road over New York Creek and Bridge Replacement along Smartville Road over Vineyard Creek Projects ("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

123 Engineering, 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: April 3, 2012

Termination Date: October 2, 2013

The term of this Agreement shall become effective on April 3, 2012, and shall continue in force and effect for a period of eighteen months unless sooner terminated in accordance with the terms of this Agreement.

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 County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Paul Chang 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 – Scope of Work
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.

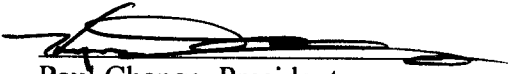
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

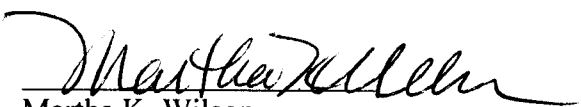
"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

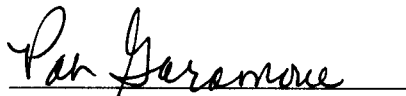
Chair


Paul Change, President
123 Engineering, Inc.

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


for Angli Morris-Jones,
County Counsel

COUNTY OF YUBA

123 Engineering, Inc. – Bridge Replacement and Realignment of La Porte Road over New York Creek and Bridge Replacement along Smartville Road over Vineyard Creek Projects

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attached Scope of Services labeled as Exhibit 1.

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.

COUNTY OF YUBA

123 Engineering, Inc. – Bridge Replacement and Realignment of La Porte Road over New York Creek and Bridge Replacement along Smartville Road over Vineyard Creek Projects

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 EIGHTEEN THOUSAND TWO HUNDRED FOURTY FOUR DOLLARS (\$118,244); 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 THIRTY THOUSAND SIXTY EIGHT DOLLARS (\$130,068) 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 formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

**123 Engineering, Inc. – Bridge Replacement and Realignment of La Porte Road over New York
Creek and Bridge Replacement along Smartville Road over Vineyard Creek Projects**

ATTACHMENT C

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

COUNTY OF YUBA

123 Engineering, Inc. – Bridge Replacement and Realignment of La Porte Road over New York Creek and Bridge Replacement along Smartville Road over Vineyard Creek Projects

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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, 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":

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

With a copy to:

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

If to "CONSULTANT":

123 Engineering, Inc.
Attn: Paul Chang
2132 Sheffield Drive
El Dorado Hills, CA 95762
Office: 916-933-0069

ATTACHMENT E
INSURANCE REQUIREMENTS

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>\$1,000,000</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>\$1,000,000</u> | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 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.

EXHIBIT 1

Scope of Services

ON-CALL CONSTRUCTION PHASE SUPPORT SERVICES FOR BRIDGE REPLACEMENT AND REALIGNMENT OF LA PORTE ROAD OVER NEW YOUR CREEK AND BRIDGE REPLACEMENT ALONG SMARTVILLE ROAD OVER VINEYARD CREEK PROJECTS

Provide support to County staff on an "on-call" basis. The construction phase services including but not limited to providing technical support, evaluations, inspections and recommendations of certain aspects of the bridge design that may be affected by changes encountered during the construction of the bridge.

Services shall be provided on a time and materials basis and at the request of the County in a mutually agreeable timeframe. These services may include, but not be limited to the following:

- Constructability review of the project Plans & Specifications
- Review of Contract Change Orders
- Review of Contractor Submittals
- Review of Shop Plans and Drawings as requested including but not limited to any required shoring, bearing pad, or bridge rail submittals
- Assist in the Review, and provide comment, of submitted Falsework Plans and Calculations including camber strip calculation
- Review of Prestress Drawings and Calculations
- Provide on-site technical support during Falsework erection
- Provide on-site technical support during Prestressing Cast in Place Concrete
- Provide on-site technical support during foundation and substructure construction and critical concrete pours during superstructure construction

The Construction Phase Services will be performed in accordance with Caltrans Bridge Design Specifications and other Caltrans Design and Construction Manuals as follows:

- Caltrans Bridge Construction Records and Procedures
- Caltrans Bridge Memo to Designers
- Caltrans Bridge Details
- Caltrans Bridge Design Aids
- Caltrans Bridge Design Practice
- Caltrans Falsework Manual
- Caltrans Trenching and Shoring Manual
- Caltrans Construction Manual
- Caltrans Foundation Manual
- Caltrans Prestress Manual
- Caltrans Bridge Deck Construction Manual Construction Phase Services

Construction Phase Services shall include appropriate written recommendations and/or project documentation.

123 Engineering, Inc.

ON-CALL CONSTRUCTION PHASE SERVICES FOR BRIDGE REPLACEMENT ALONG SMARTVILLE ROAD OVER VINEYARD CREEK IN THE COUNTY OF YUBA

Date: January 20, 2012

| Tasks | Labor | Hours | Rate | Expenses* | Total |
|---|------------------------------|----------------|----------|----------------|---------------------|
| 1 Review of Contract Change Orders | Senior Engineer (Paul Chang) | 40 | \$180.61 | \$120.00 | \$ 7,344.40 |
| 2 Review of Contractor Submittal | Senior Engineer (Paul Chang) | 81 | \$180.61 | \$292.19 | \$ 14,921.60 |
| 3 Review of Shop Plans and Drawings | Senior Engineer (Paul Chang) | 40 | \$180.61 | \$120.00 | \$ 7,344.40 |
| 4 Falsework Plans Review Assistance | Senior Engineer (Paul Chang) | 60 | \$180.61 | \$120.00 | \$ 10,956.60 |
| 5 Review of Prestressing Drawing and Calculations | Senior Engineer (Paul Chang) | 0 | \$180.61 | \$0.00 | \$ - |
| 6 Prestressing On-site Support | Senior Engineer (Paul Chang) | 0 | \$180.61 | \$0.00 | \$ - |
| 7 Concrete Placement On-site Support | Senior Engineer (Paul Chang) | 100 | \$180.61 | \$600.00 | \$ 18,661.00 |
| | | <u>321</u> hrs | | Total = | \$ 59,228.00 |

Construction engineering and inspection services cost proposal is based on the following:

- Hourly rates shown are effective from January 1, 2012 to December 31, 2012. Rates for services performed subsequent to this date shall be increased proportionately to the increases incurred by 123 Engineering, Inc., not to exceed 5% annually for the next three year period.

Note:

- * Travel reimbursement per Chapter 3 Caltrans Divisions of Accounting Travel Guide (<http://www.dot.ca.gov/hq/asc/travel/ch3.htm>)

123 Engineering, Inc.

ON-CALL CONSTRUCTION PHASE SERVICES FOR BRIDGE REPLACEMENT OF LA PORTE ROAD OVER NEW YORK CREEK IN THE COUNTY OF YUBA

Date: January 20, 2012

| Tasks | Labor | Hours | Rate | Expenses* | Total |
|---|------------------------------|----------------|----------|-------------------|------------------|
| 1 Review of Contract Change Orders | Senior Engineer (Paul Chang) | 40 | \$180.61 | \$120.00 | \$ 7,344.40 |
| 2 Review of Contractor Submittal | Senior Engineer (Paul Chang) | 60 | \$180.61 | \$120.00 | \$ 10,956.60 |
| 3 Review of Shop Plans and Drawings | Senior Engineer (Paul Chang) | 40 | \$180.61 | \$120.00 | \$ 7,344.40 |
| 4 Falsework Plans Review Assistance | Senior Engineer (Paul Chang) | 40 | \$180.61 | \$120.00 | \$ 7,344.40 |
| 5 Review of Prestressing Drawing and Calculations | Senior Engineer (Paul Chang) | 30 | \$180.61 | \$0.00 | \$ 5,418.30 |
| 6 Prestressing On-site Support | Senior Engineer (Paul Chang) | 30 | \$180.61 | \$240.00 | \$ 5,658.30 |
| 7 Concrete Placement On-site Support | Senior Engineer (Paul Chang) | 80 | \$180.61 | \$500.00 | \$ 14,948.80 |
| | | <u>320 hrs</u> | | <u>Total = \$</u> | <u>59,015.20</u> |

Construction engineering and inspection services cost proposal is based on the following:

- Hourly rates shown are effective from January 1, 2012 to December 31, 2012. Rates for services performed subsequent to this date shall be increased proportionately to the increases incurred by 123 Engineering, Inc., not to exceed 5% annually for the next three year period.

Note:

- * Travel reimbursement per Chapter 3 Caltrans Divisions of Accounting Travel Guide (<http://www.dot.ca.gov/hq/asc/travel/ch3.htm>)

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



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749-5440 • Fax 749-5616

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April 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *Lee*

SUBJ: Amend Professional Services Agreement - Smartville (Chuck Yeager) Road Bridge Replacement at Vineyard Creek Project (Bridge #16C0086)

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 1 for the Professional Services Agreement for Civil Engineering Design for the Smartville Road over Vineyard Creek Bridge Replacement Project and to authorize the chairman to execute the amendment.

BACKGROUND:

The Smartville Road over Vineyard creek bridge is located approximately 0.3 miles south of the intersection of Waldo Road and Smartville (Chuck Yeager) Road in the southeast portion of the County. The bridge provides access to the Beale Air Force Base Grass Valley gate entrance. The existing bridge has been evaluated and was determined to be structurally deficient and eligible for replacement. The work done under the existing agreement includes civil engineering design guidance, geotechnical engineering and hydraulics/hydrology analysis. The original agreement was executed by the Board Chair on January 5, 2010.

DISCUSSION:

During the design process the following list of tasks developed due to conditions that were unknown at the start of the project and resulted in additional work to complete the bridge design:

1. Environmental constraints at the project site effected the bridge type selection which required additional LRFD design analysis.
2. The seismicity of the project site effected the top and bottom pier connectivity to the superstructure and foundation system and required additional work.
3. The geotechnical analysis resulted in a more in depth design of the abutments due to the level of rock elevation encountered at the site.
4. Due to the required design changes additional support assistance will be required during construction.

The above mentioned issues prohibited the use of the Caltrans Standard Slab Charts (the typical "cook book" method) for the site as the original scope assumed, and required additional detailed analysis to complete the design of the bridge.

The Consultant has requested a budget augmentation of \$20,000 increasing the contract amount to a total of \$111,578. The increased contract amount is still within the original budget for the preliminary engineering phase of work.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this project is a budgeted item.

FISCAL IMPACT:

This bridge project is part of the federally funded Highway Bridge Program (HBP). The HBP will fund 88.53% (\$17,706) of the cost and Yuba County will fund the local match of 11.47% (\$2,294) from the Road Fund.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES**

AMENDMENT # 1

This is the FIRST amendment to the agreement, dated December 21, 2009, for Professional Civil Engineering services between the County of Yuba (COUNTY) and Drake Haglan & Associates (CONSULTANT).

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

- (1) Operative Provision 2, "**TERM**," the termination date of this agreement is extended:

Commencement Date: December 21, 2009

Termination Date: December 31, 2012

- (2) Attachment B, Payment, Section B.1 is changed to read:

COUNTY shall pay CONSULTANT a contract fee not to exceed ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS (\$111,578) as shown in Exhibit C; 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 ELEVEN THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS (\$111,578) as shown in Exhibit C without a formal written amendment to this Agreement approved by the COUNTY.

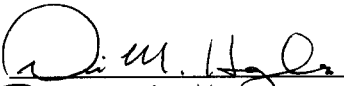
Exhibit C contains Budget Augmentation Request and is included with this amendment as an attachment. All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on _____, 20____.

"COUNTY"
County of Yuba

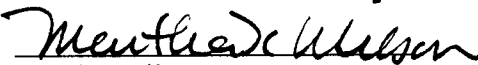
"CONSULTANT"
Drake Haglan & Associates

Board of Supervisors



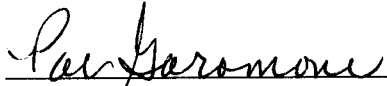
DENNIS M. HAGLAN,
President

INSURANCE PROVISIONS APPROVED



Martha Wilson,
Risk Manager

APPROVED AS TO FORM



Angil Morris-Jones
County Counsel

EXHIBIT C – BUDGET AUGMENTATION REQUEST

August 16, 2011

Mr. Kenneth Godleski, Associate Engineer
Yuba County Department of Public Works
915 8th Street, Suite 125
Marysville, CA 95901

**Subject: Smartville Road Bridge over Vineyard Creek;
Budget Augmentation Request**

Dear Mr. Godleski:

Drake Haglan & Associates (**DHA**) is kindly asking the County for a budget augmentation of \$20,000 (from original contract amount of \$91,578 to a suggested total amount of \$111,578) for the engineering services for the subject project.

As you know, DHA has been providing the County preliminary and final design guidance and support on an as needed basis per our original Scope of Work since December 2009. The nature of this work required us to estimate this task upfront for budget purposes as the details of the design and the level of effort were not yet defined. The following is a list of tasks that were unknown at the start of the project:

1. The length of project has extended beyond what was originally anticipated during the development and the scope and associated fee, which resulted in additional effort not anticipated. The original scope and fee was based on an accelerated schedule per approved scope.
2. The environmental constraints on the project site and their effects on the bridge type selection
3. Seismicity of the project site and its direct effect on the top and bottom pier connectivity to the superstructure and foundation system
4. Geotechnical analysis results performed under this contract required re-design of the abutments due to the level of rock elevation encountered at the site.
5. Due to the required design changes additional construction support assistance will be required

Please note the above prohibited us from using the Caltrans Standard Slab Charts for the site and required a more detailed analysis and design generated for the bridge.

I thank you for our request consideration and look forward to finalizing this project successfully. Please feel free to call me should you have any questions.

Sincerely,

Eli Aramouni, P.E.
Project Manager

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
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Marysville, California 95901
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749-5430 • Fax 749-5434

April 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *for*

SUBJECT: Accept Wheeler Ranch Phase 1 Project at Feather River Blvd. and Plumas Arboga Road as Complete and Authorize Public Works Director to Sign Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept Wheeler Ranch Phase I Improvement Project as complete and authorize the Public Works Director to sign the Notice of Completion.

BACKGROUND:

Freddis Grading and Paving was awarded the contract for Wheeler Ranch Phase I Improvement Project on August 9, 2011. The project consisted of the installation of a turn pocket on Feather River Blvd at Plumas Arboga Road, completed the paving on Plumas Arboga Road and the landscaping on Links Parkway. The striping and signage was completed throughout the subdivision.

DISCUSSION:

The contractor completed the work in 2012 and provided adequate documentation for project close out to Public Works.

COMMITTEE ACTION:

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

FISCAL IMPACT:

This project is funded through a bond settlement deposited into Trust 396 Engineering Construction.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

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APRIL 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Spenceville Road at Camp Far West Intersection Improvement Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

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

BACKGROUND:

DeSilva Gates Construction was awarded the contract for the Spenceville Road at Camp Far West Intersection Improvements in the amount of \$292,725 on July 13, 2010. The project consisted of the installation of a new left turn lane at the non-signalized intersection of Spenceville Road/Camp Far West/Monarch Trail in Yuba County.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project is primarily funded with Federal-aid money through the Highway Safety Improvement Program with a local match of 10%.

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The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

March 27, 2012

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2011-12 GRAND JURY

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the recommendation contained in the 2011-12 Grand Jury Final Report – Jail Inspection, Yuba County Sheriff's Department. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

RECOMMENDATIONS

R1. The Yuba County Grand Jury recommends the Yuba County Board of Supervisors commend the Sheriff and the Sheriff's Department staff for their excellent work.

The recommendation has been implemented. On several instances annually, the Board of Supervisors recognizes the tremendous effort put forward by members of the Sheriff's Office. In addition, attached is a letter concurring with the Grand Jury in commending the Sheriff and the Sheriff's Department staff for their excellent work.

The Board of Supervisors thanks the 2011-12 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Hal Stocker, Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

March 27, 2012

Sheriff Steve Durfor
Yuba County Sheriff's Department
215 Fifth Street, Suite 150
Marysville, CA 95901

Re: Commendation of Sheriff and Sheriff's Department Employees

Dear Sheriff Durfor,

Recently the Yuba County Grand Jury conducted an inspection of the Yuba County Jail and associated internal facilities. As a result of that inspection, the Grand Jury recommended the Board of Supervisors commend you and the Sheriff's Department staff for their excellent work. While we continually recognize, several times annually the dedicated work of your department, we felt this is another opportunity to do so concurrent with the feelings expressed by the Grand Jury.

Throughout your tenure as Sheriff for Yuba County, the Board of Supervisors has seen positive results and a constant standard of professionalism exhibited by you and members of your department. Even during the most trying and changing times experienced in the State of California and the nation over the last several years, your efforts and those of department members have continued to provide the best service possible with a constant focus on public safety in our communities.

On behalf of the Yuba County Board of Supervisors, I commend you and your staff for their tireless efforts and wish each member of your department continued safety as they make our communities safer for all to enjoy.

Sincerely,

A handwritten signature in black ink, appearing to read "Hal Stocker".

Hal Stocker,
Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The County of Yuba

131-12

YUBA COUNTY PUBLIC GUARDIAN

Public Guardian / Conservator / Conservator Investigator



Asha Davis

Public Guardian / Conservator

TO: Board of Supervisors

FROM: Public Guardian Department, Asha Davis

SUBJECT: Contract Approval

DATE: 4/5/12

Recommendation

Approve contract with Sutter Yuba Mental Health for the period of 7/1/12 through 6/30/14 for revenue totaling \$69,894.00 per fiscal year.

Background

This is a renewal of the Public Guardian Department's biennial contract with Sutter Yuba Mental Health.

Discussion

The contract has been submitted and approved by both Yuba and Sutter County Counsel and has been approved by Sutter County Board of Supervisors as of 3/27/12.

Fiscal Impact:

Approval of the contract will provide revenue for the Public Guardian Department for fiscal year 12/13 and 13/14.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY PUBLIC GUARDIAN/CONSERVATOR
AND
SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2012, by and between the Yuba County Public Guardian/Conservator (hereafter "Conservator") and Sutter-Yuba Mental Health Services (hereafter "Mental Health").

RECITALS

WHEREAS, Mental Health requires the services of a Conservator, Conservator's Investigator, and Temporary Conservator to render services to clients of Mental Health under the Lanterman Petris Short Act; and

WHEREAS, Mental Health has determined that service for said clients would best be provided by contractual arrangements therefore; and

WHEREAS, The Lanterman Petris Short Act and the Short-Doyle law allow for contractual arrangements between Mental Health and persons providing services as Conservators, Temporary Conservators and Conservator Investigators; and

WHEREAS, Yuba County Public Guardian/Conservator's Office has been designated to furnish said services at a reasonable rate as stated herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this MOU shall be from July 1, 2012, through June 30, 2014.

2. SERVICES: Mental Health will make an initial evaluation of persons under the care of Mental Health to determine whether or not it appears that the patient may be in need of conservatorship. Once the evaluation has been made by Mental Health that a person appears to need conservatorship, a letter will be forwarded to the Conservator outlining the opinions of Mental Health as they relate to the patient's need for conservatorship. In addition, Mental Health will notify the Conservator of the current residence of the patient and any other pertinent data that the Conservator may require to assist Conservator in beginning the investigation for the need of conservatorship. The Conservator will conduct an investigation into the patient's background, history, and current mental status. Such investigation and any subsequent report will be of sufficient detail to assist the Court in making a determination regarding the need for conservatorship.

Mental Health will assure that a qualified psychiatrist will be available to testify in any contested conservatorship proceeding.

Conservator shall maintain the confidentiality of its records relating to Mental Health pursuant to Welfare and Institutions Code Section 5328. Conservator shall inform all of its officers and employees and agents of the confidentiality provisions of said statute.

3. REIMBURSEMENT FOR SERVICES: Mental Health shall reimburse Conservator for services rendered in connection with investigation, establishment, administration and termination of conservatorships for those clients referred by Mental Health. The maximum amount of such reimbursement for services rendered during the term of this MOU shall be **NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) for investigation and SIXTY THOUSAND EIGHT HUNDRED NINETY FOUR AND NO/100 DOLLARS (\$60,894.00) for administration**, annually. Mental Health agrees to pay Conservator monthly payments equal to one-twelfth of the maximum amount payable under this MOU.

Mental Health shall pay for only those clients who have been approved by the Director of Mental Health or his designee as needing a conservatorship.

4. RECORDS AND AUDIT: Conservator agrees to maintain accurate books and accounting records as required by Mental Health. Such books and accounting records shall be open to inspection by State, Federal and local auditors at any reasonable time. Conservator further agrees to maintain and prepare reports as required by Mental Health. Conservator shall retain financial records for at least four years and make them available to audit upon request of Mental Health and/or the State of California.

Conservator shall maintain financial records that clearly reflect the cost of each type of Service. Any cost apportionments shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the Services. County and State auditors shall have access to Conservator's records during normal business hours. Conservator shall provide the Assistant Director of Human Services for Mental Health an Annual Financial Report prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the report shall be submitted to the Director of Human Services for Mental Health within ninety (90) days of the close of the fiscal year or termination of this MOU.

The funding of this MOU in whole or in part with Federal funds does not meet the level of funding necessary to require compliance with OMB Circular A-133 requirements.

The Conservator shall have a clause in its contract with the Public Accountant or Certified Public Accountant that permits access by Mental Health, State Department of Mental Health and/or the State Department of Alcohol and Drug Programs to the working papers of the external, independent auditor. The working papers and the audit reports shall be retained by the auditor for a minimum of three (3) years from the date of

the audit report, unless the auditor is notified in writing by the State to extend the retention period.

This MOU shall be subject to the examination and audit by the State Auditor General for a period of three (3) years from the date that final payment is made pursuant to the MOU.

5. INDEPENDENT CONTRACTOR: Conservator and the agents and employees of Conservator in the performance of this MOU shall act in an independent capacity and not as officers or employees of Mental Health, nor of the County of Sutter, State of California.

6. TRANSPORTATION: Costs will be reimbursed to Conservator through Short-Doyle cost report mechanism at the end of each fiscal year.

Necessary transportation for each client will be the shared responsibility of the Community Support Services (CSS) program, the Conservator, and the family care home operator if applicable. Clients will be encouraged to utilize public transportation (Dial-A-Ride) if appropriate. Local transportation to court shall be the primary responsibility of Mental Health. However, in special cases or staff shortages, Conservator may be used as a back up. Transportation of Conservatees or potential Conservatees to Court from locked facilities or State Hospitals shall be solely the responsibility of Mental Health.

7. CONSULTATION: Mental Health shall maintain on call one of its professional staff to provide consultation to any member of the Conservator's staff at any time such consultation is requested from Mental Health for patients being investigated for conservatorship or having been placed on conservatorship.

8. CLAIMS: The Conservator shall each month submit a claim form as agreed to by the local Mental Health Director and the Conservator. Mental Health shall pay the Conservator within 30 days after receipt of the form. Payment shall be as described in Paragraph 3 above.

9. REPORTS: Conservator agrees to furnish to Mental Health such quarterly reports as are required by the State Department of Mental Health. Conservator shall complete the form Quarterly Report of Conservatorships established by the Superior Court of the County (MH3824), attached hereto and incorporated herein by this reference. Conservator shall complete the report by the end of the month immediately following the end of each calendar quarter. Mental Health shall furnish to Conservator the necessary forms and the name of the person to whom the completed forms are to be transmitted.

10. ASSIGNMENT PROHIBITED: Neither party shall assign any right or obligation of this MOU or any interest therein without the written consent of the other party first.

11. NOTICE: Any and all notices required to be given by this MOU must be given either personally or by first class postage prepaid U.S. mail or overnight courier service addressed as follows:

If to Conservator:

Yuba County Conservator/Public Guardian
1114 Yuba Street, Room 207
P. O. Box 225
Marysville, California 95901

with copy to:

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

If to Mental Health:

Sutter-Yuba Mental Health
1965 Live Oak Blvd., Suite A
P.O Box 1520
Yuba City, California 95991-1520

with copy to

County Counsel
1160 Civic Center Blvd.
Yuba City, CA 95993

12. PRIOR APPROVAL REQUIRED: Notwithstanding any provision of this MOU, this MOU shall not be effective until such time as the Sutter and Yuba County Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided, and until such time as this MOU is reviewed by the California Department of Alcohol and Drug Programs or Department of Mental Health, if necessary.

13. INDEMNIFICATION: (a) Conservator shall indemnify, defend and hold harmless Sutter-Yuba Mental Health Services, Sutter County and Yuba County, and their officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Conservator's acts or omissions while performing under this MOU. Conservator's obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Mental Health's, Counties' and Conservator's officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Conservator's real and personal property).

(b) Sutter-Yuba Mental Health Services shall defend Conservator and Conservator's officers, employees and agents, Sutter County and Yuba County and hold them harmless against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Sutter-Yuba Mental Health Services' acts or omissions while performing under this MOU. Sutter-Yuba Mental Health Services' obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Conservator's officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Conservator's real and personal property).

14. INSURANCE:

CONSERVATOR shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverages:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Mental Health for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes CONSERVATOR's start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, CONSERVATOR shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, CONSERVATOR shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, CONSERVATOR shall purchase an extended reporting provision at least

covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

- (i) Name Mental Health, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
- (ii) Be primary and non-contributory with respect to all obligations assumed by CONSERVATOR pursuant to this Agreement or any other services provided. Any insurance carried by Mental Health shall not contribute to, or be excess of insurance maintained by CONSERVATOR, nor in any way provide benefit to CONSERVATOR, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- (iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
- (iv) Include a severability of interest clause and cross-liability coverage where Mental Health is an additional insured.
- (v) Provide a waiver of subrogation in favor of Mental Health, Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.
- (vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, CONSERVATOR shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Mental Health prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Mental Health's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. CONSERVATOR shall also furnish Mental Health with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Mental Health's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the Mental Health before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, CONSERVATOR shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name CONSERVATOR as an additional insured on all such coverages. Evidence thereof shall be furnished as Mental Health may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of CONSERVATOR.

14. ELIGIBILITY FOR SERVICE: Conservator agrees to furnish services under this MOU only to those clients referred by Mental Health and further agrees:

(a) To have available to the public a written statement of admission policies which shall include the provision that persons are accepted for services without discrimination on the basis of race, color, religion, national origin, ancestry, age, sex or handicap.

(b) Not to employ any discriminatory practices in admission of clients, employment of personnel, or in any other aspect on the basis of race, color, religion, national origin, ancestry, age, sex or handicap.

15. TERMINATION: Either party may terminate this MOU upon sixty (60) days' written notice to the other party.

16. CONTRACT MONITORING: Conservator and Mental Health agree that Conservator will provide all services in conformity with Federal Regulations 504 as they pertain to provision of services to the handicapped.

Mental Health will monitor this MOU for fiscal and programmatic compliance and will monitor this MOU to assure compliance with 504 Regulations as they relate to provision of services to the handicapped.

17. AMENDMENTS: This MOU may be modified at any time only by a written Amendment executed by all of the parties hereto.

18. CONSTRUCTION: This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

19. ENTIRE AGREEMENT: This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties.

20. GOVERNING LAW: The laws of the State of California shall govern this MOU.

The County of Yuba

132-12

YUBA COUNTY PUBLIC GUARDIAN

Public Guardian / Conservator / Conservator Investigator



Asha Davis

Public Guardian / Conservator

TO: Board of Supervisors

FROM: Public Guardian Department, Asha Davis

SUBJECT: Budget Transfer

DATE: 4/5/12

Recommendation

Approve transfer of \$1,500 from Targeted Case Management Revenue account to Fixed Asset Account.

Background

The department's only printer, originally purchased in 2007, is no longer functioning.

Discussion

The department has brought in additional TCM revenue in the amount of \$13,863.19.

The transfer amount of \$1,500 is being requested in an effort to replace the department's current printer, which has malfunctioned.

Fiscal Impact:

There is no fiscal impact. The additional revenue brought in by the department would be utilized for this purchase.

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 4-5-12 REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Public Guardian

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO. NAME AMOUNT

| | |
|--------------------------|-------|
| 101-0000-362.65-03 | 1,500 |
| Targeted Case Management | |
| | |
| | |
| | |
| | |
| | |

ACCOUNT NO. NAME AMOUNT

| | |
|-------------------|-------|
| 101-4100-427-6200 | 1,500 |
| Fixed Assets | |
| | |
| | |
| | |
| | |
| | |

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO. NAME AMOUNT

| | |
|--|--|
| | |
| | |

OPERATING TRANSFERS IN

ACCOUNT NO. NAME AMOUNT

| | |
|--|--|
| | |
| | |

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

| | | AMOUNT | | | | AMOUNT | |
|------|---------|--------|--------|------|---------|--------|--------|
| FUND | ACCOUNT | DEBIT | CREDIT | FUND | ACCOUNT | DEBIT | CREDIT |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |

REASON FOR TRANSFER: Replacement of printer that is no longer functioning.

APPROVED:

☒ AUDITOR-CONTROLLER

[Signature]
Signature

4/5/12
Date

Signature

[Signature]
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

Robert Bentley
Signature

4/5/12
Date

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

The County of Yuba

133-12

YUBA COUNTY PUBLIC GUARDIAN

Public Guardian / Conservator / Conservator Investigator



Asha Davis

Public Guardian / Conservator

TO: Board of Supervisors or Committee Name

FROM: Public Guardian, Asha Davis

SUBJECT: Budget Transfer

DATE: 4/6/12

Recommendation

Authorize transfer of \$900 from salary account to travel account.

Authorize transfer of \$428 from office expense account to travel account.

Background

An appropriation increase was made at mid-year. The increase should have been allocated to the department's travel account, but was allocated to the salary account in error.

In addition, a recent client need arose requiring a budget transfer of \$428 into the departments travel account.

Discussion

A budget adjustment in the amount of \$900 was approved at mid-year for the department's vehicle use. The requested action will correct an error made in the department's budget.

A transfer amount of \$428 is recommended in order to meet client needs.

Fiscal Impact:

There will be no fiscal impact upon approval of the requested action.

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

AUDITOR - CONTROLLER TRANSFER NO. _____

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

DATE: April 6 20 12

DEPARTMENT Public Guardian

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

| ACCOUNT NO. | NAME | AMOUNT |
|--------------------|------|--------|
| 101-4100-427-01-01 | | 900.00 |
| 101-4100-427-2200 | | 428.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

| ACCOUNT NO. | NAME | AMOUNT |
|-------------------|------|--------|
| 101-4100-427-2900 | | 900.00 |
| 101-4100-427-2900 | | 428.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

FUND TRANSFERS

FUNDS TO BE REDUCED:

| FUND | AMOUNT |
|------|--------|
| | |
| | |

FUNDS TO BE INCREASED:

| FUND | AMOUNT |
|------|--------|
| | |
| | |

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

| FUND | ACCOUNT | AMOUNT | | | FUND | ACCOUNT | AMOUNT | |
|------|---------|--------|--------|--|------|---------|--------|--------|
| | | DEBIT | CREDIT | | | | DEBIT | CREDIT |
| | | | | | | | | |
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REASON FOR TRANSFER:

Appropriation allocated to incorrect account in error. Requesting corrective action.

APPROVED:

☒ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: Robert Bendoy

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



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STAFF REPORT

DATE: April 17, 2012

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D., Assistant Director Human Services for Mental Health

SUBJECT: Proclamation of May as Mental Health Month

Recommendation: It is the recommendation of the Assistant Director of Human Services for Mental Health that the Board of Supervisors approve a proclamation declaring May as Mental Health Month.

Background & Discussion: National Mental Health Month began in April 1949 as Mental Health Week. It was established to remind the public about the goals and activities of the nation's mental health programs. In the late 1960s the National Mental Health Association expanded the week into a National Mental Health Month to increase public understanding of mental health issues. It is requested that the Yuba County Board issue a proclamation declaring May as Mental Health Month. Sutter and Yuba Counties boast an active, robust recovery community with many activities in existence for those recovering from mental illness.

Members of the Board of Supervisors have served on the Mental Health Advisory Board and have been strong supporters of treatment and recovery. In recognition of Mental Health Month, Sutter-Yuba Mental Health Services will hold its 4th Annual Wellness and Recovery Rally on Friday April 27th. It is an opportunity for consumers and staff to celebrate mental health recovery with one another.

Declaring May as Mental Health Month in Yuba County will raise community awareness and champion the spirit of recovery.

Past Consideration of the Board: The Board proclaimed May 2011 as Mental Health Month at their March 30, 2011 meeting.

Action Following Approval: The Board will issue a proclamation declaring May as Mental Health Month.

Fiscal Impact: None

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

PROCLAIMING MAY 2012
AS MENTAL HEALTH MONTH

WHEREAS, good physical health and good mental health are both equally essential to a person's overall well-being; and

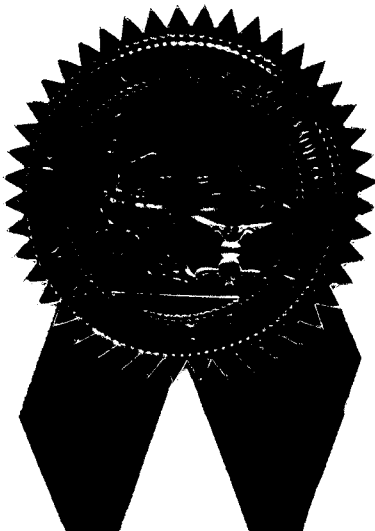
WHEREAS, like any physical ailment, mental illness also requires urgent and sensitive care; and

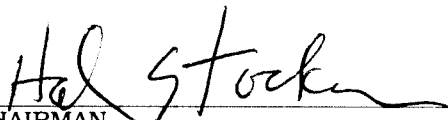
WHEREAS, one in four people suffer from mental illnesses, such as schizophrenia, bipolar disorder, depression and anxiety disorder; and

WHEREAS, these illnesses can seriously alter a person's thinking, mood and behavior, which can potentially disrupt work, damage relationships and destroy lives; and

WHEREAS, prevention and intervention help reduce the impact of serious mental illness, and early recognition and treatment increase the probability of recovery and the ability to lead a normal life.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors proclaims May 2012 as ***National Mental Health Month*** in the County of Yuba, and calls upon the citizens of Yuba County to observe this month with appropriate programs, activities and ceremonies supporting this year's theme, "Get Connected".




CHAIRMAN


CLERK OF THE BOARD OF SUPERVISORS



COUNTY
DEPARTMENTS

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Community Development & Services Agency

915 8th Street, Suite 123, Marysville, CA 95901

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: <http://www.co.yuba.ca.us>

TO: Board of Supervisors

FROM: Wendy W. Hartman, Planning Director *W. Hartman*

DATE: April 17, 2012

SUBJECT: Yuba County Trails Commission

RECOMMENDATION

Given current staff resources and attendance issues, the Planning Commission recommends that the Board of Supervisors suspend the Trails Commission meetings until further notice.

BACKGROUND/DISCUSSION

The Trails Commission, originally formed September 17, 1991 is composed of seven members representing: Planning Commission, Equestrian, Bicycle, Environmental, At-Large, City of Marysville and City of Wheatland. After the formation, attendance had dropped off and the Trails Commission was unable to function. In 2006, the Trails Commission was reinstated under the Planning Department and by 2007 all of the representatives of the Trails Commission were filled at that time. However, with exception of several months in 2010 the Environmental representative has not been filled since 2008. The Trails Commission regular meetings are typically the first Tuesday of the month at 3:00 PM. During the past several years attendance has been sporadic with no attendance from the City of Wheatland. Since October 6, 2009 there have been 21 scheduled meetings, where a quorum was present at 10 of the meetings (less than 50%). A quorum of four (4) members is required to conduct business.

In addition to lack of attendance, due to budget cuts over the last couple of years, the Community Development & Services Agency (CDSA) has had to significantly reduce the amount of staff support it is able to provide to the Trails Commission. A representative from CDSA currently attends every other meeting to provide updates on County projects and technical support to the Trails Commission. Administrative duties such as preparation of agendas, minutes and correspondence as well as other clerical services previously provided by the Planning Department are now being prepared by the Trails Commission Chair and reviewed by CDSA prior to public release.

The Trails Commission bylaws indicate that the Board of Supervisors may suspend the Trails Commission if there is a lack of a quorum for three consecutive meetings or if the Board of Supervisors determines there are not a sufficient number of projects available for the Trails Commission to review. The County's trail related projects for the present and foreseeable future consist of an update to the Bikeway Master Plan and development of trails within Sycamore Ranch/Hammon Grove Parks. Trails Commissioners currently involved in these projects will be

able to continue participating as residents/stakeholders. If the Board of Supervisors does suspend the Trails Commission, the Board may then resume the Trails Commission at any time.

COMMITTEE ACTION

On January 18, 2012 the Planning Commission unanimously recommended (4 - 0, Commissioner Lindman absent) that the Board of Supervisors suspend the Trails Commission. In light of this recommendation, the Planning Commission did not appoint a chairperson to the Trails Commission.

FISCAL IMPACT

Given the current staff resources and time needed for document preparation, including staff reports and mailings, the suspension of the Trails Commission would allow staff to focus on other tasks.

ATTACHMENTS

1. Trails Commission Representatives/Attendance (10/2009 – 10/2011)

Current Trails Commission Representatives

| ORGANIZATION/CITY | Representative | Term of Office |
|---------------------|-------------------------------------|-----------------------------|
| Equestrian | Diana Culver | 9/14/12 |
| Bicycle | William Appleby | 6/07/13 |
| Environmental | Vacant | |
| At-Large | Richard Leighty | 9/28/12 |
| Planning Commission | Lindman (resigned effective 1/3/12) | Appointment by Commission |
| City of Marysville | Samayoa (resigned effective 10/11) | Appointment by City Council |
| City of Wheatland | McCrary | Appointment by City Council |

2009 through 2010 Meeting Attendance

| Meeting Date | Planning Commissioner | Appleby | Culver | Leighty | Marysville | Wheatland | Environ. |
|--------------|-----------------------|---------|--------|---------|------------|-----------|----------|
| 10/6/09 | X | X | X | A | X | A | A |
| 11/3/09 | X | X | X | X | X | A | A |
| 12/1/09 | X | X | A | A | X | A | A |
| 2/2/10 | X | X | A | A | X | A | A |
| 3/2/10 | X | A | X | X | X | A | A |
| 4/6/10 | X | X | X | X | X | A | A |
| 5/4/10 | X | X | X | A | X | A | A |
| 6/1/10 | A | X | X | A | A | A | A |
| 8/3/10 | X | X | X | X | A | A | A |
| 9/7/10 | X | X | A | A | A | A | X |
| 11/2/10 | X | X | A | A | X | A | A |

X = Present A = Absent

Attendance record for the period of 1/2011 to 10/2011 provided by the Trails Commission Chair.

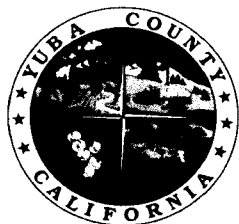
2011 Trails Commission Role Call

| | A. Lindman | W. Appleby | D. Culver | R. Leighty | R. Samayoa |
|-------------------|------------|------------|-----------|------------|------------|
| January 4, 2011 | X | A | X | X | N/A |
| February 1, 2011 | X | X | X | X | N/A |
| March 1, 2011 | X | X | X | X | X |
| April 5, 2011 | X | X | A | X | A |
| May 3, 2011 | X | A | X | X | X |
| June 7, 2011 | X | X | X | X | A |
| July 5, 2011 | X | X | A | A | A |
| August 2, 2011 | X | A | X | X | A |
| September 6, 2011 | X | A | X | X | A |
| October 4, 2011 | X | A | A | X | A |
| November 8, 2011 | | | | | |
| December 6, 2011 | | | | | |

X = Present

A = Absent

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATIVE OFFICER
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BOARD MEMO

Date : April 17, 2012

To: Board of Supervisors

Fr: Scott Bryan 
Emergency Operations Manager

Re: Adopt resolution authorizing the County Director of Emergency Services or designee to execute a Memorandum of understanding to participate in the Yuba-Sutter Hazardous Materials Response Team.

Recommendation:

Adopt resolution authorizing the County Director of Emergency Services or designee to execute a Memorandum of Understanding (MOU) between Yuba-Sutter Fire Service Agencies to form the Yuba-Sutter Hazardous Materials Response Team (YSHMRT).

Background:

Currently six separate fire agencies in the Yuba-Sutter region train staff and purchase equipment for hazardous materials response. These agencies generally did not coordinate training and purchased much of their equipment based on individual agency needs. Due to on-going budget limitations, fire services and emergency management in the Yuba-Sutter area met to discuss options to reduce costs, while maintaining service levels.

Representatives from Yuba County Emergency Services, Linda Fire Protection District, Wheatland Fire Authority, Olivehurst Public Utilities Fire District, Beale AFB Fire, Marysville Fire, Yuba City Fire and Sutter County Fire Services began to meet to discuss the formation of a regional hazmat team nearly 18 months ago.

Discussion:

Through these efforts, an Administrative Group was developed, comprised of Yuba County Emergency Services, Linda Fire Protection District, Marysville Fire, Wheatland Fire Authority, Olivehurst Public Utilities Fire District, Yuba City Fire and Sutter County Fire Services. Beale AFB will participate with this proposed Team, under a separate agreement. This group developed the attached MOU, and an Administrative Manual, with a focus on forming this Team as a means of enhancing HazMat response through expanded available equipment and trained staff, while reducing costs by non duplication of efforts when ordering equipment.



915 8TH STREET, SUITE 117
MARYSVILLE, CA 95901



(530) 749-7520 OFFICE
(530) 749-7524 FAX



An Operations Group and manual has been formed at the direction of the Administrative Group. The Operations Group is comprised of 51 Hazmat Technicians and Specialists, significantly increasing the regions abilities to respond to a given event. Each Member of the Administrative Group will have at least one representative from their agency on the Operations Group. Environmental Health (CUPA) will represent the County of Yuba on the Operations Group.

Fiscal Impact:

There will be no significant impact to the general fund. Per the MOU, Yuba County Environmental Health (CUPA) has agreed to and been designated by all members of the Administrative Group to act as their primary collection agent. Each fiscal year, Environmental Health will deposit \$5,000 into a trust account, from an existing CUPA fund authorized for such expenditures to be used to sustain operations of the Team when other means of payment have been exhausted.

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

IN REFERENCE TO:

| | | |
|--|---|-----------------------|
| SIGNATURE RESOLUTION AUTHORIZING |) | RESOLUTION NO. |
| THE COUNTY DIRECTOR OF EMERGENCY |) | |
| SERVICES OR ITS DESIGNEE TO EXECUTE |) | |
| A MEMORANDUM OF UNDERSTANDING |) | |
| WITH THOSE ENTITIES LISTED WITHIN |) | |
| SAID MOU FOR THE PURPOSE OF THE |) | |
| FORMATION OF THE YUBA-SUTTER |) | |
| HAZARDOUS MATERIALS RESPONSE TEAM) |) | |

WHEREAS, it is in the best interest of the citizens of the County of Yuba to receive services of the highest possible level during hazardous material incidents, and

WHEREAS, due to the economic environment no municipal or fire service district in the County of Yuba has the ability to sustain a hazardous material response team, and

WHEREAS, fire service organizations within Yuba and Sutter Counties expressed a desire to form a bi-county hazardous materials response team to reduce costs while increasing service levels to our citizens, and

WHEREAS, the Yuba County Office of Emergency Services, Linda Fire Protection District, Wheatland Fire Authority, Olivehurst Public Utilities Fire Department, the Cities of Marysville and Yuba City, and the County of Sutter have developed an MOU to create and sustain the Yuba-Sutter Hazardous Materials Response Team,

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or its designee is hereby authorized to execute the attached memorandum of understanding with all entities that are included within or may become a party to this MOU.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the regular meeting thereof on the _____, day of _____ 2012, by the following vote:

AYES:

NOES:

ABSENT:

Hal Stocker
CHAIRMAN

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

**MEMORANDUM
OF
UNDERSTANDING**

For the

ESTABLISHMENT AND MAINTENANCE

Of The

YUBA-SUTTER HAZARDOUS MATERIALS RESPONSE TEAM

A MULTI-AGENCY

HAZARDOUS MATERIALS RESPONSE TEAM

Within

THE OPERATIONAL JURISDICTIONS OF

YUBA & SUTTER COUNTIES

Revision Date: March 15, 2012

PREAMBLE

The Yuba Sutter Hazardous Materials Response Team (YSHMRT) is hereby created to provide technical services at the scene of a hazardous materials incident within the operational areas of Yuba & Sutter Counties. The agencies signatory to this agreement, having determined that the most efficient and cost-effective method of providing such services is to align themselves into a multi-agency team, hereby agree to the terms of this Memorandum of Understanding.

By commitment of resources, the agencies will develop the Yuba-Sutter Hazardous Materials Response Team (YSHMRT), which will serve to provide for responses to incidents involving hazardous materials to the best of the participating agencies' collective abilities and capabilities. YSHMRT will be solely a call-when-needed resource for the participating agencies if resources are available, and will not circumvent the requesting agency's statutory authority.

The Administrative Group, with approval of each agency's governing board, has committed to being the Lead Agency for YSHMRT.

5. Wheatland Fire Authority
6. Linda Fire Protection District
7. Olivehurst Public Utilities Fire Department

The current departments and/or individuals shall be recognized as Members of the Administrative Group. These Members or their designee shall have one vote in matters pertaining to the administration and or operations of the Team, while maintaining compliance with this MOU (hereafter Members).

1. County of Yuba, Emergency Services / CAO
2. County of Sutter, Fire Services Chief
3. City of Yuba City, City Fire Chief
4. City of Marysville, City Fire Chief
5. Wheatland Fire Authority, Fire Chief
6. Linda Fire Protection District, Fire Chief
7. Olivehurst Public Utilities Fire Department, Fire Chief

The Administrative Group will appoint one Chair, Vice-Chair, Treasurer, and Secretary. These positions will be filled by Members for a period of one year. These positions will be filled through the current membership as listed above in descending order, and will continue year to year. If for any reason a Member cannot fulfill the current responsibilities of their assigned position as one of the four officers, the Group shall appoint the entity who would be appointed as the next officer from the list above, to the vacant position.

The Administrative Group can vote in additional Chief Officers, Emergency Managers or government representatives from other entities, as nonvoting members, within the two counties with a majority vote of the Members.

The Administrative Group may vote to add additional entities to the Team under the terms of this MOU with a majority vote of the members. If an entity is added to the Team under the terms of this MOU, their governing body will be a signatory to this MOU, they will have a representative on the Administrative Group with one vote, and will have the authority to appoint one qualified representative from their organization to the Operations Group (B).

- B. "Operational Group" means a group that consists of a Hazardous Material Representative and a team member from each Fire Department or government agency that is represented in the Administrative Group.

The Operations Group can vote in additional members with a majority vote, and approval of the Administrative Group.

The Operational Group may choose to have more than one member from a Fire Department or government agency; however each Fire Department or government agency is entitled to only one (1) vote, as outlined in the structure of the Administrative Group.

- C. "Cost Recovery" means the recovery of costs associated with responses to hazardous material incidents and shall include, but not be limited to, those costs recovered from persons and entities responsible for a hazardous materials incident.
- D. "First Responder Operational Decontamination Services" means services at the site of a hazardous materials incident designed to protect nearby persons, property and/, or the environment from the effects of the incident. Said services are of a defensive nature only. The primary goal of such services is to contain a hazardous materials incident from a safe distance, keep it from spreading, prevent exposures, and perform basic equipment, victim, and rescue personnel decontamination services.
- E. "Hazardous Material" means any substance, material, or device defined as a hazardous substance in Title 8, California Code of Regulations, Subdivision (a)(3) of Section 5192 as it currently exists or may hereafter be amended.
- F. "Hazardous Materials Incident" means any situation which results in or poses the danger of resulting in the uncontrolled release of a Hazardous Material.
- G. "Yuba-Sutter Hazardous Materials Response Team" or "YSHMRT" identifies the organized unit of persons and/or equipment assembled to respond to hazardous materials incidents, to provide First Responder Operational Decontamination Services, and to provide technical services (see definition I).
- H. "YSHMRT Program Management" is the Administrative Group or their designee.
- I. "Technical Services" means services at the site of a hazardous materials incident designed to attempt to identify product; plugging , patching, or otherwise stopping the release of a hazardous material; all activities necessary to bring a hazardous materials incident to a point of stabilization and to reduce and prevent the spread of contamination and decontamination services.

IV. AGREEMENT:

The members to this MOU hereby agree as follows:

- A. Each Member shall, at a minimum, train and certify at least four persons qualified to provide first responder operational decontamination services.
- B. Each Member shall, in addition to the foregoing and to the extent its resources permit, train and certify personnel capable of providing technical services. Members may make a combination of financial and personnel resources to meet this requirement, approved by the Administrative Group.
- C. Each Member may, at its discretion, acquire and maintain material and supplies necessary to provide equipment to and support YSHMRT operations.

- D. To the extent required by law, each Member shall be responsible to respond to any hazardous materials incidents occurring within its jurisdiction.
- E. At the sole discretion of a Member, a request for an initial YSHMRT response to the scene of a hazardous materials incident within their jurisdiction can be made.
- F. Under the direction of the jurisdiction having legal scene management authority and responsibility, the YSHMRT unit shall have control of all matters pertaining to the containment and decontamination of a hazardous materials incident until relieved of responsibility by the requesting Member or by the legal scene manager.
- G. A Member shall not be required to respond to a request for resources.
- H. A Member shall not be required to reimburse another Member for the costs of personnel, resources, administration, training, or emergency response pursuant to this MOU.

V. INDEMNIFICATION:

Each of the Members to this MOU shall defend, hold harmless and indemnify each of the other Members to this MOU, its elected officials, partners, officers and employees against all claims, suits, actions, costs, expenses (including reasonable attorney fees), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property being damaged by the acts of one of the Members or its employees, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of a Member to this MOU.

VI. INSURANCE

- A. Each Member shall provide Certificates of Insurance to each identified Member of this MOU.
- B. Each voting Member as identified in the Administrative Group, shall obtain and continuously maintain during their participation in this agreement, Bodily injury, Property damage, owned and non-owned automobile liability, Personal injury, Public officials errors and omissions and Employment practices liability coverage from an insurance carrier authorized to transact business in the State of California, or from an Intergovernmental Agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500-6512, and other provisions of law to protect the political subdivisions herein, whose representatives comprise the Administrative Group, and the public with limits of liability of not less than \$ 2 million per occurrence, \$ 4 million aggregate, single limit bodily injury and property damage. Additionally, each Member entity shall maintain Third Party Pollution Liability Insurance.

Such insurance coverage shall be primary as to any other insurance maintained by the Members as identified in the Administrative Group.

- C. Each Member shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover the Member, Member's partner(s), Member's employees, with an insurance carrier authorized to transact business in the State of California or from an Intergovernmental Agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500-6512, and other provisions of law covering the full liability for compensation for injury to those employed by each Member. Member hereby certifies that Member is aware of the provisions of Section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and will comply with such provisions before commencing the performance of the work of this agreement. Members to this MOU agree and understand that each member employee is covered under the Member's Workers' Compensation Liability Insurance. All incidents of injury claims by a Member's staff as the result of response under this MOU shall be filed with the Member's Worker's Compensation Liability Insurance.
- D. Any deductible or self-insured retention exceeding \$25,000 for any Member shall be disclosed to and be subject to approval by the Risk Manager or Counsel of the Members identified in the Administrative Group prior to the effective date of this agreement.

VII. COST RECOVERY:

- A. Members may pursue all legally recoverable costs associated with responses to hazardous materials incidents from those persons and entities responsible for the incident.
- B. The County of Yuba, at its discretion, may coordinate and monitor all cost recovery efforts and disbursements in accordance with the terms of this MOU. For the purposes of cost recovery, the Members hereby designate the Yuba County Environmental Health Department (YCEH) as their primary collection agent.
- C. Each Member shall provide a record of all costs of resources to the YCEH, including but not limited to personnel and equipment deployed to a hazardous materials incident, as outlined under "*Cost Recovery*" of the YSHMRT Administrative Manual.
- D. The YCEH shall attempt to collect through cost-recovery efforts on behalf of the Members of this MOU; all costs associated with responses to hazardous materials incidents, including a 15% Team Administrative and

Training fee, which will be included for Team sustainment. These associated fees shall be deposited into a YCEH fund, and shall be made available to the Team upon approval of the YSHMRT Administrative Group, as outlined under "*Cost Recovery*" in the YSHMRT Administrative Manual. YCEH shall reimburse Members to this MOU for the costs of resources associated with responding to a hazardous materials incident as hereafter provided, when successful cost-recovery efforts have occurred. Under no circumstances shall the YCEH or OES be held to reimburse any Member, except under circumstances in which response costs have been collected through cost-recovery efforts. The YCEH and OES will provide reimbursements equal to the cost-recovery. If there is the occasion where not all submitted response costs are recovered, Members of this MOU will be reimbursed proportionately, based on the cost of their response efforts.

Any attorney fees collected in the course of cost recovery shall be forwarded to the Member who provided the attorney services. If more than one Member provided attorney services, the attorney fees shall be apportioned among the Members based upon the percentage that a Member's attorney fees represented the total amount of attorney fees recovered.

- E. The County of Yuba will make an annual contribution to support Team efforts. \$5,000 will be deposited annually into a YCEH Trust account. These funds shall be used for emergency type purchases to assist in sustaining the Team, when other funds are not available. The intent of these funds are to support the Team in purchasing items not budgeted for by Members due to unforeseen events and emergencies, and should not be considered a fund to utilize to purchase items that could otherwise be procured through other means. The goal of each Member should be to avoid accessing these funds, unless an absolute need is identified, to ensure the funds in the Trust are compounded each year, to develop a considerable Trust balance for catastrophic incidents or needs. Approval to access these funds shall be done by the Operations or Administrative Group submitting a request to the Administrative Group for consideration. If a majority of the current Administrative Group approves the request, funds will be requested from the Trust, through Yuba County OES. As these public funds are being provided as support for the Team by the Yuba County Operational Area, who will ultimately be responsible for the funding expenditures through both internal and external auditing practices, OES must retain the right to veto an approval for expenditures from this Trust, based on the expenditure not being in compliance with the Yuba County Administrative Manual, Procurement Policies, or not being an approved expenditure under the CUPA State Regulations.

XII.

NOTICES:

Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first-class mail to the following addresses:

| | |
|--|---|
| If to the County of Yuba: | County of Yuba Office of the County Administrator Attn: Division of Emergency Services 915 8 th St. # 115 Marysville, CA 95901 |
| If to the County of Sutter: | County of Sutter County Fire Chief 1160 Civic Center Blvd Yuba City, CA 95993 |
| If to the City of Yuba City: | City of Yuba City City Fire Chief 1201 Civic Center Boulevard Yuba City, CA 95991 |
| If to the City of Marysville: | City of Marysville City Fire Chief 526 C Street Marysville, CA 95901 |
| If to the Wheatland Fire Authority: | Wheatland Fire Authority Fire Chief P.O. Box 119 Wheatland, CA 95692 |
| If to the Linda Fire Protection: District: | Linda Fire Protection District District Fire Chief 1286 Scales Road Marysville, CA 95901 |
| If to the Olivehurst Public Utilities District Fire Department: | Olivehurst Public Utilities District District Fire Chief P.O. Box 670 Olivehurst, CA 95961-0670 |
| If to the Beale Air Force Base: | Beale Air Force Base 7195 Fire House Road Beale AFB, CA 95903-1708 |

Signature Page:

Scott Bryan- Emergency Operations Manager
County of Yuba

Date

Dan Yager- Fire Chief
County of Sutter

Date

Pete Daley – Fire Chief
City of Yuba City

Date

Mike Carr – Fire Chief
City of Marysville

Date

Joe Waggershauser – Fire Chief
Wheatland Fire Authority

Date

Rich Webb – Fire Chief
Linda Fire Protection District

Date

Wade Harrison – Fire Chief
Olivehurst Public Utilities District

Date

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: *Pat Garamone*

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*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) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424


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

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

PLANNING
749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Date: April 17, 2012

Subject: Medical Marijuana Cultivation Ordinance

Recommendation:

1. On April 17, 2012, introduce the attached Ordinance creating Chapter 7.40, Medical Marijuana Cultivation Ordinance.
2. On May 1, 2012, adopt the attached Ordinance creating Chapter 7.40, Medical Marijuana Cultivation Ordinance.
3. Once adopted, direct staff to monitor and evaluate performance of the Ordinance and report back to the Board in December 2012.

Background/Discussion

Creating a marijuana cultivation ordinance to reduce conditions that create a public nuisance was first discussed at a workshop held by the Board on December 13, 2011. Subsequent to the Board's December 13, 2011 workshop, CDSA, the Sheriff's Office, the District Attorney and County Counsel took the public input and Board direction obtained at the workshop and reviewed how other jurisdictions throughout the State were handling this issue, along with review of court actions and federal law enforcement actions, and created a proposed ordinance that was presented to the Board on February 28, 2012. The Board did not vote to move forward with introducing the ordinance as proposed, but instead formed an Ad Hoc Committee consisting of Supervisors Griego and Nicoletti to study the issue further, and explore and identify alternative thresholds and limits to those of the proposed ordinance.

The Ad Hoc Committee met with staff and interested parties on March 6th, March 20th, and April 3rd to gather additional information, which led to further refinement of the ordinance proposed on February 28, 2012. Based on the work performed through the Ad Hoc Committee, a refined ordinance is being presented to the Board for consideration today. The refinement of the ordinance through the Ad Hoc Committee process has resulted in changes to the February 28th version, with the highlights as follows:

- The Exceptions section of the ordinance has been changed from being solely a plant count threshold based on parcel size to a two part threshold that includes a maximum square footage of cultivation area and a mature plant count. The term Defined Area of

Cultivation was used to describe the cultivation area and the term was explained in the Definitions section of the ordinance.

- The Indoor Cultivation section of the ordinance has been changed to encourage indoor cultivation to be located in accessory structures and only allowed within the habitable portion of the residence when an accessory structure or outdoor cultivation is not available. In addition, when using the habitable portion of a residence there are limitations such as a maximum defined area of cultivation within the residence of 50 square feet which cannot be located within the kitchen.
- The Outdoor Cultivation section of the ordinance has been changed to encourage outdoor cultivation be located as close as possible to the cultivator's residence and as far away as possible from neighboring residences. In addition, the minimum parcel size threshold to allow outdoor cultivation was removed, and a property line setback distance was utilized that varies based on how large the cultivation area is. There is also a varying setback to schools and youth oriented facilities based on how large the outdoor cultivation area is.
- Article 4, Enforcement of the ordinance was modified to clarify that the person violating the ordinance is subject to a misdemeanor charge, and violation of the ordinance is subject to any administrative penalties and remedies available to the County.

Everyone involved in the Ad Hoc Committee meetings agreed that this is a difficult issue to tackle and that counties and cities throughout the State are struggling with this issue. The ordinance as presented represents a tremendous amount of time, input, and analysis dedicated to trying to get the ordinance right the first time. However, due to the level of complexity of this issue, it is recommended that the Board consider adoption of the ordinance as presented, and direct staff to evaluate its performance this year, and in December of 2012 return to the Board with an evaluation report.

Committee Action:

This item was prepared as a result of direction by the full Board at the February 28, 2012 Board meeting to work with the Ad Hoc Committee on this topic and return with a refined ordinance.

Fiscal Impact:

Enforcement costs for violation of the ordinance can be recovered through the County's administrative remedies available in the County's current Ordinance Code.

Attachments:

Ordinance, Chapter 7.40

ORDINANCE NO. _____

**AN ORDINANCE ADDING CHAPTER 7.40 ADDRESSING MARIJUANA
CULTIVATION AS A PUBLIC NUISANCE TO THE YUBA COUNTY ORDINANCE
CODE**

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 _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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 MORRIS-JONES:

By: *Pat Garamone*

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

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

Section 2. Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby enacted as set forth in its entirety herein below:

CHAPTER 7.40

MARIJUANA CULTIVATION

Sections

7.40.100 Authority

7.40.110 Purpose & Intent

7.40.120 Findings

7.40.130 Scope

7.40.140 Definitions

7.40.200 Conditions Creating Public Nuisance

7.40.300 Exceptions

7.40.310 Indoor Cultivation

7.40.320 Outdoor Cultivation

7.40.330 Fencing

7.40.400 Enforcement Authority

7.40.410 Right of Entry / Inspection

7.40.420 Violations

7.40.430 Responsibilities

7.40.440 Penalties and Remedies

7.40.450 Private Right of Action

7.40.460 Enforcement Costs

7.40.470 Severability

ARTICLE I GENERAL PROVISIONS

7.40.100 Authority

Pursuant to authority granted by Article XI Section 7 of the California Constitution, Section 11362.83(c) of the California Health and Safety Code and Section 25845 of the California Government Code, the Yuba County Board of Supervisors does hereby enact this Chapter.

7.40.110 Purpose & Intent

The purpose and intent in adopting this Chapter is to acknowledge State law as it relates to medical marijuana and to reduce conditions that create public nuisances through enacting these regulations governing the number and location of marijuana plants cultivated by qualified patients and their caregivers within the Board's jurisdictional limits.

7.40.120 Findings

- a. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision.
- b. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for the cultivation, manufacture, distribution, dispensation, or possession of marijuana for medical purposes.
- c. Division 10 of the California Health and Safety Code, Uniform Substance Control Act, makes it unlawful, under State law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.
- d. In 1996, the voters of the State of California approved Proposition 215, "The Compassionate Use Act", (codified as Health and Safety Code Section 11362.5) which was intended to decriminalize cultivation and possession of medical marijuana by a seriously ill patient, or the patient's primary caregiver, for the patient's personal use, and to create a limited defense to the crimes of possessing or cultivating marijuana. The Act further provided that *nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.*
- e. The State enacted SB 420 in 2004 (known as the "Medical Marijuana Program Act", codified as Health and Safety Code Section 11362.7 et seq.) to expand and clarify the scope of The Compassionate Use Act of 1996 by creating the medical marijuana *Identification Card* system, creating reasonable regulations for cultivating, processing, transporting and administering marijuana, as well as limiting the amount marijuana a qualified individual may possess. The Medical Marijuana Program Act defines a

"primary caregiver" as an individual who is designated by a qualified patient or by a person with an identification card, and who has consistently assumed responsibility for the housing, health, or safety of that patient or person and is further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.

- f. The County's geographic and climatic conditions, which include dense forested areas receiving substantial precipitation, provide conditions that are favorable to outdoor marijuana cultivation, thus growers can achieve a high per-plant yield. The Federal Drug Enforcement Administration reports that various types of marijuana plants under various planting conditions may yield averages of 236 grams, or about one-half (1/2) pound, to 846 grams, or nearly two (2) pounds.
- g. The strong distinctive odor of marijuana plants may create an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery and/or armed robbery.
- h. The strong and distinctive odor of marijuana plants creates a need to ensure that smells that disrupt the use of adjacent properties are minimized, much in the same way that the County has ordinances currently in place to minimize the smells associated with raising livestock.
- i. The unregulated cultivation of marijuana in the unincorporated area of Yuba County can adversely affect the health, safety, and well-being of the County, its residents and environment. Comprehensive civil regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- j. The immunities from certain prosecution provided to qualified patients and their primary caregivers under State law to cultivate marijuana plants for medical purposes does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the County will achieve a significant reduction in the complaints of odor and the risks of fire, crime and pollution caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Yuba County.
- k. Nothing in this Chapter shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under State law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County of Yuba, Yuba County District Attorney, the Attorney General of State of California, or the United States of America.
- l. Children (minor under the age of 18) are particularly vulnerable to the effects of marijuana use and the presence of marijuana plants is an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children (including schools, parks, and other similar locations).

7.40.130 Scope

The provisions of this Chapter shall apply generally to all property throughout the unincorporated area of the County of Yuba.

7.40.140 Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

- a. "Code" means the Yuba County Ordinance Code
- b. "Code Enforcement Officer" means any person employed by the County of Yuba and appointed to the position of code enforcement officer.
- c. "Costs of Enforcement" or "Enforcement Costs" means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this Chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of an Administrative Law Judge (ALJ), the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from the any decision rendered by any hearing body, the costs of judicially abating a violation and all costs associated with removing, correcting or otherwise abating any violation including administrative penalties of this Chapter.
- d. "County" means the County of Yuba
- e. "Cultivation" means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.
- f. "Defined Area of Cultivation" means a single, flat, horizontal area of rectangular shape and visible boundaries, wherein all portions of cultivation, including all of the marijuana plant canopy, resides within and that vertically projects no higher than the fence or wall screening the cultivation from public view.
- g. "Enforcing Officer" means the Code Enforcement Officer or the Sheriff, or the authorized deputies or designees of either, each of whom is independently authorized to enforce this Chapter.
- h. "Fence" means a solid wall or a barrier connected by boards (redwood or cedar), masonry, rails, panels, or any other materials typically utilized for residential fences (subject to the approval of the Community Development and Services Agency) for the purpose of enclosing, securing, and screening space from public view. The term "fence" does not include retaining walls.
- i. "Indoors" means within a fully enclosed structure, with a solid roof, floor, and walls. The structure must be securable against unauthorized entry and constructed of solid

materials such as 3/8" or thicker plywood, glass, or equivalent materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

- j. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- k. "Marijuana plant" means any mature or immature marijuana plant including the stalks of the plant, or any marijuana seedling, that is capable of producing marijuana. A "mature" marijuana plant is one whose sex can be determined by visual inspection.
- l. "Minor" means a person less than 18 years of age.
- m. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.
- n. "Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means parcels that are described, recorded and kept in official County records specifically including documents and maps used by the County Assessor's Office, the County Tax Collector's Office and the County Recorder's Office.
- o. "Primary Caregiver" shall have the same meaning as "primary caregiver" as defined in the California Health and Safety Code, commencing with Section 11362.7(d), and as further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- p. "Public View" shall mean as viewed at ground level, without the use of a ladder or similar device, from any place the general public has a lawful right to be including the public right of way, a public way or neighboring premises.
- q. "Qualified patient" shall have the same meaning as "qualified patient" as defined in the California Health and Safety Code, commencing with Section 11362.7(f).
- r. "Residence" shall mean the habitable portion of a building designed for and occupied exclusively for living purposes, including one-family, two-family, mobile home within a mobile home park, and multifamily dwellings, but not including hotels, motels, trailers, tents, converted transit vehicles, boarding or lodging houses, or any type of temporary structures.
- s. "School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.

- t. "School Bus Stop" means any location designated in accordance with California Code of Regulations, Title 13, Section 1238, to receive school buses, as defined in California Vehicle Code Section 233, or school pupil activity buses, as defined in Vehicle Code Section 546.
- u. "Sheriff" or "Sheriff's Office" means the Yuba County Sheriff's Office or the authorized representatives thereof.
- v. "Youth-Oriented facility" means elementary school, middle school, high school, public park, large day care or preschool as defined in Chapter 12.120 of the Yuba County Ordinance Code, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

ARTICLE 2

PUBLIC NUISANCES DECLARED

7.40.200 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- a. Any person owning, leasing, occupying or having charge or possession of any parcel of land within the unincorporated area of the County to cause or allow such parcel of land to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.
- b. The cultivation of marijuana on a parcel that does not have an occupied legally established residence in conformance with the Yuba County Ordinance Code.
- c. The cultivation of marijuana on a parcel by anyone other than a qualified patient or a primary caregiver who occupies the parcel as their primary place of residence.
- d. Marijuana plants in public view.
- e. Marijuana plants accessible to a minor (under the age of 18).
- f. The cultivation of marijuana in a manner that exceeds the exceptions of Section 7.40.300 of this Chapter.
- g. The improper use, storage and/or disposal (per the manufacturer's instructions and/or any law that governs same) of chemicals, fertilizers, gas products (CO2, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.
- h. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.

ARTICLE 3
EXCEPTIONS, INDOOR, OUTDOOR, AND FENCING

7.40.300 Exceptions

This ordinance shall not apply to cultivation where all of the following conditions are met:

- a. The cultivation occurs on a parcel with an occupied dwelling, and
- b. The cultivation is conducted by a qualified patient or primary caregiver who occupies the dwelling as their place of residence, and
- c. The cultivation is in accordance with sections 7.40.310, 7.40.320, and 7.40.330 of this chapter, and
- d. The cultivation does not encroach beyond the defined area(s) of cultivation or exceed the quantities listed below:
 1. For parcels less than one (1) acre in size with one residence, defined areas of cultivation that do not exceed one hundred (100) square feet in total, and do not contain more than 6 mature marijuana plants in total.
 2. For parcels at least one (1) acre but not greater than twenty (20) acres in size with one residence, defined areas of cultivation that do not exceed two hundred and fifty (250) square feet in total, and do not contain more than 12 mature marijuana plants in total.
 3. For parcels larger than twenty (20) acres in size with one residence, defined areas of cultivation that do not exceed five hundred (500) square feet in total, and do not contain more than 25 mature marijuana plants in total.
 4. For parcels containing multiple residences, in addition to the parcel limitations identified in 7.40.300d1, 2, and 3, an additional indoor defined area of cultivation within each of the secondary residences that do not exceed fifty (50) square feet of area and do not contain more than 6 mature marijuana plants per residence.

7.40.310 Indoor Cultivation

This ordinance shall not apply to indoor cultivation of marijuana that:

- a. Only occurs in a single defined area of cultivation per structure as defined by 7.40.140f and is not in public view. Additionally, the indoor cultivation shall not be accessible to minors and shall not be in violation of the County's Building and Zoning Ordinances by conforming to one of the following:
 1. Indoor cultivation of marijuana shall occur in an accessory structure that is greater than 120 square foot in size and has received an approved building permit from Yuba County.
 2. Indoor cultivation of marijuana shall occur in an accessory structure that is 120 square foot or less in size, and all of the following requirements are met:

- i. The structure is not located within the front yard setback, is setback from the property line a distance consistent with the zoning the parcel is located within, and in no case located within five (5) feet of a property line, and
 - ii. The structure is one story in height, and
 - iii. The structure has a roof, floor, and walls constructed of solid materials such as 3/8" or thicker plywood, glass, or equivalent materials, and
 - iv. All necessary building permits are obtained, including those needed for any plumbing, mechanical or electrical equipment.
3. Indoor cultivation of marijuana shall occur within the habitable portion of a residence, and all of the following requirements are met:
 - i. The residence is occupied by the qualified patient or primary care giver, and
 - ii. There is no area to cultivate outdoors that doesn't violate the requirements of 7.40.320 or there is no existing accessory structure that conforms to the requirements of 7.40.310, and
 - iii. The lighting used for cultivation does not exceed 1200 watts, and
 - iv. No gas products (CO2, butane, etc.) are used, and
 - v. The cultivation is not located within the kitchen, and
 - vi. The residence maintains at least one operable bathroom, and
 - vii. The defined area of cultivation is not more than fifty (50) square feet.
- b. No portion of any structure shall be altered unless a building permit has first been obtained, and under no circumstance shall any alteration create a fire-life-safety hazard.

7.40.320 Outdoor Cultivation

- a. Outdoor cultivation of marijuana shall not occur outside a single defined area of cultivation (as defined by 7.40.140f) per parcel; and shall not be in public view, shall be surrounded by a fence as required by 7.40.330, and shall not be accessible to minors.
- b. All outdoor cultivation shall not be located on parcels in a manner that increases the potential to create a public nuisance, and shall reduce the potential by:
 1. First and foremost, locating the area of cultivation on the parcel as far away as possible from neighboring residences, and
 2. Locating the area of cultivation on the parcel as close as possible to the cultivator's residence for security purposes, but taking into consideration the need to keep the cultivation away from neighboring residences, and
 3. For parcels less than one (1) acre in size, locating the area of cultivation no greater than twenty (20) feet from the cultivator's residence.
- c. Outdoor cultivation of marijuana shall not be located within:
 1. Ten (10) feet of the property line and within three hundred (300) feet of a school, school bus stop, park, or youth-oriented facility on parcels with outdoor cultivation on one hundred (100) or less square feet.

2. Fifty (50) feet of the property line and within six hundred (600) feet of a school, school bus stop, park, or youth-oriented facility on parcels with outdoor cultivation on more than one hundred (100) square but no more than two hundred and fifty (250) square feet.
3. One hundred (100) feet of the property line and within one thousand (1,000) feet of a school, school bus stop, park, or youth-oriented facility on parcels with outdoor cultivation on more than two hundred and fifty (250) square feet but no more than five hundred (500) square feet.
- d. The distances specified in this section shall be the horizontal distance measured in a straight line to the closest area in which the medical marijuana is cultivated.

7.40.330 Fencing

Outdoor cultivation shall be fully surrounded by a solid fence at least six (6) feet but not greater than (8) feet in height with a locking gate and conform to the following:

- a. Fencing materials shall be in compliance with Section 7.40.140h, and
- b. Fences over six (6) feet in height will require proof of an approved building permit, and
- c. Marijuana plant(s) shall not be higher than the fence, and
- d. The fence and gate must be adequately secure to prevent unauthorized entry and keep the area out of reach of minors.
- e. Bushes or hedgerows shall not constitute an adequate fence under this Chapter.

ARTICLE 4 ENFORCEMENT

7.40.400 Enforcement Authority

The Office of the Yuba County Sheriff and/or the Director of the County Department that has been assigned responsibility for administration of Code Enforcement services are hereby designated to enforce this Chapter.

7.40.410 Right of Entry/Inspection

Whenever necessary to enforce the provision of this Code, or whenever an Enforcement Officer has reasonable cause to believe that there exist in or upon any parcel any such violation which makes such parcel unsafe, dangerous or hazardous, the Enforcement Officer may enter upon such premises at a reasonable time to inspect the same or to perform any duty imposed upon the Enforcement Officer by this Code. If such entry is refused, the Enforcement Officer shall have recourse to every remedy provided by law to secure entry.

7.40.420 Violations

- a. It is unlawful and a violation of this Chapter for any person to permit a public nuisance to exist upon real property in which such person has an ownership or possessory interest.

- b. It shall be unlawful and a violation of this Chapter to do anything in contrary to the guidelines set forth in this Chapter.
- c. Each person violating this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, which any violation of any provision of this Chapter is committed, continued, or permitted by any such person. Any violation which persists for more than one day is deemed a continuing violation.
- d. Each person violating this Chapter is subject to being charged a misdemeanor for said violation and, upon conviction, punishable up to a \$1,000 fine or 1 year in jail or both a fine and jail.

7.40.430 Responsibilities

- a. Regardless of whether an owner is in actual possession of his or her real property, it is the duty of every owner of real property within the unincorporated area of Yuba County to prevent a public nuisance from arising on, or from existing upon, his or her real property.
- b. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the unincorporated limits of the County of Yuba. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Yuba to remove, abate and prevent the reoccurrence of any public nuisance upon such land.

7.40.440 Penalties and Remedies

- a. Any violation of this Chapter shall be deemed a public nuisance and is subject to any enforcement process authorized by law or as outlined in this Code and specifically by Chapter 7.36 of the Yuba County Ordinance Code.
- b. As authorized by Government Code Section 25845.5, upon entry of a second or subsequent civil or criminal judgment within a two year period finding that an owner of property is responsible for a condition that may be abated in accordance with this Chapter, the court may order the owner to pay treble the costs of abatement.
- c. Nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the County of Yuba or any other governmental entity to enforce County ordinances, to abate any and all nuisances, or employ any remedy available at law or equity.

7.40.450 Private Right of Action

Nothing contained in this Chapter shall be construed to prohibit the right of any person or public or private entity damaged by any violation of this Chapter to institute a civil proceeding for injunctive relief against such violation, for money damages, or for whatever other or additional relief the court deems appropriate. The remedies available under this Chapter shall be in addition to, and shall not in any way restrict other rights or remedies available under law.

7.40.460 Enforcement Costs

All costs associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist.

7.40.470 Severability

If any section, subsection, sentence, clause, or phrase of this Chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

The County of Yuba

Clerk of the Board of Supervisors



April 3, 2012

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors

SUBJECT: Allowing Board of Supervisors Meetings in District Five

Recommendation

Hold public hearing, waive reading, and adopt ordinance amending Section 2.25.010 relating to Board of Supervisors meeting being held in District Five.

Background and Discussion

The Board has held meetings on occasion in the foothills when there has been a topic of concern for that area. In 2010, Government Code §25081 was amended to require adoption by ordinance, resolution, or rules for the Board to hold a Board meeting at a location other than the county seat and requires any such meeting to be posted in a location freely accessible to the public no later than the prior regular meeting of the Board.

The ordinance being proposed for your consideration adds language to allow regular meetings of the Board to be held in District Five during the summer months if the Board so chooses.

Committee Action

Brought directly to the Board for consideration.

Fiscal Impact

Cost of publication of the summary of proposed/adopted ordinance which has been budgeted. There is no other fiscal impact with regard to adoption of the ordinance.

Attachment

4/3/2012:BOS:Amended Ordinance language to require 4/5 vote of Board to hold meeting at any location within County that complies with State and Federal Laws. Reintroduce ordinance at 4/17/2012 meeting./ds

CA Codes (gov:25080-25084)

25081. By ordinance the board shall provide for the holding of regular meetings of the board at the county seat. The board may change the place for the holding of one or more regular meetings of the board to a location within the county other than the county seat if both of the following occur:

(a) The change of location of the regular meeting of the board is adopted by ordinance, resolution, bylaw, or other rule required for the conduct of business by the body at a regular meeting of the body.

(b) Notice of the location change is posted in a location that is freely accessible to the public no later than the prior regular meeting of the board.

Yuba County Ordinance Code

2.25.010 Board Meetings. The regular meetings of the Board of Supervisors of the County of Yuba shall be held each Tuesday of every calendar month at 9:30 a.m. except on the first Tuesday of each month such meetings shall commence at 6:00 p.m. All such meetings where action may be taken shall be held in the chambers of the Board of Supervisors located at the Yuba County Government Center, 915 8th Street, Marysville, California, except during the summer months of the year such meetings may be held in a location in District Five. Each meeting may be continued from time to time until final adjournment. Any regular meeting of the Board of Supervisors that falls upon a holiday or Election day is cancelled. There shall be no regular meeting of the Board of Supervisors in any County work week having two County holidays. By a three-fifths vote of the Board, regular meetings may be cancelled. (#589, as amended by #983, #984, #1081, #1213, #1350, and #1378)

Section 2.25.010 to Title II of the Yuba County Ordinance

Code is hereby amended and set forth herein below:

The regular meetings of the Board of Supervisors of the County of Yuba shall be held each Tuesday of every calendar month at 9:30 a.m. except on the first Tuesday of each month such meetings shall commence at 6:00 p.m. All such meetings where action may be taken shall be held in the chambers of the Board of Supervisors located at the Yuba County Government Center, 915 8th Street, Marysville, California, **except upon a four-fifths vote of the Board of Supervisors, a regular meeting may be held at any location within the boundaries of the County of Yuba which complies with and is in accordance to State and Federal Laws.** Each meeting may be continued from time to time until final adjournment. Any regular meeting of the Board of Supervisors that falls upon a holiday or election day is cancelled. There shall be no regular meeting of the Board of Supervisors in any County work week having two County holidays. By a three-fifths vote of the Board, regular meetings may be cancelled.

ORDINANCE NO. _____

AN ORDINANCE AMENDING

**SECTION 2.25.010 TO TITLE II OF
THE YUBA COUNTY ORDINANCE CODE
RELATING TO THE BOARD OF SUPERVISORS MEETINGS**

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 _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

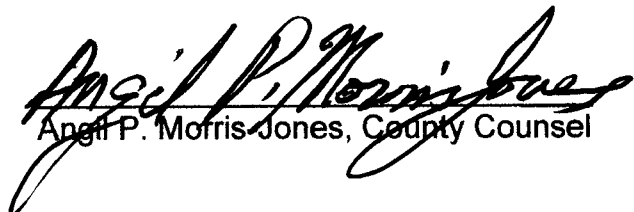
ABSTAIN:

Hal Stocker, Chairman of the Board of
Supervisors of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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


Angil P. Morris-Jones, County Counsel

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

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

Section 2. Section 2.25.010 to Title II of the Yuba County Ordinance

Code is hereby amended and set forth herein below:

The regular meetings of the Board of Supervisors of the County of Yuba shall be held each Tuesday of every calendar month at 9:30 a.m. except on the first Tuesday of each month such meetings shall commence at 6:00 p.m. All such meetings where action may be taken shall be held in the chambers of the Board of Supervisors located at the Yuba County Government Center, 915 8th Street, Marysville, California, **except upon a four-fifths vote of the Board of Supervisors, a regular meeting may be held at any location within the boundaries of the County of Yuba which complies with and is in accordance to State and Federal Laws.** Each meeting may be continued from time to time until final adjournment. Any regular meeting of the Board of Supervisors that falls upon a holiday or election day is cancelled. There shall be no regular meeting of the Board of Supervisors in any County work week having two County holidays. By a three-fifths vote of the Board, regular meetings may be cancelled.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

The County of Yuba



Office of the County Administrator

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

Phone: (530) 749-7575
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rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

Date: April 17, 2012
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst
Re: FY 2012/2013 Consolidated Fee Ordinance

Recommendation

Consider revisions to the Consolidated Fee Ordinance for fiscal year 2012-13.

Background

Departments are tasked to review their fees annually to ensure that fees charged reflect true cost of services. The review process includes adding new fees, deleting obsolete fees, and revising fee titles to accurately describe the fee.

Discussion

The purpose of the Consolidated Fee Ordinance is to allow the public and those doing business with the County to easily access fees associated with various departmental services. The annual revision process provides the Board and the public an opportunity to review and comment on the County's fee structure.

The attached summary displays which fees are proposed to be changed, the amount requested under the new fee, and the reasons for changing the fees. Fee increases reflect the department's full amount of time and costs associated with providing these services, and are meant to be cost covering.

Committee

The Finance & Administration Committee reviewed this item on April 3, 2012 and recommended approval.

Fiscal Impact

The proposed revisions to the Consolidated Fee Ordinance and associated fee schedules represent each department's estimate of the cost to provide services, or are set by state law. Consequently, fee adjustments, either up or down, are meant to eliminate a subsidy or to ensure there is no revenue in excess of the cost of the services provided from the fees being charged to perform the services.

FY 12/13 Master Fee Schedule - Summary of Changes

| Code Section & Department | | Name of Fee | | Old Fee | New Fee | Reason for Change |
|--------------------------------------|------|---|--|---|---|---|
| 13.00 030 Administrative Services | 1.1 | Bid-Plans/Specs (Project Specific) | | Varies by project (\$25.00 & Up) | Delete | Work is now performed on line and/or by soft copy. Department no longer provides hard copies of these documents. |
| | 1.2 | Hangar Rates Group 1 - Hangars #1-24 Group 2 - Hangars #25-27 and #28-30 Group 3 - Hangars #32-36 and #38-42 Group 4 - Hangars #44-52 and #60-67 Group 5 - Hangars #63, #64, and #67 | | Month/Annual \$114.00/\$1,264.00 \$209.00/\$2,298.00 \$165.00/\$1,815.00 \$241.00/\$2,651.00 \$287.00/\$3,137.00 | Month/Annual \$118.00 / \$1,298.00 \$216.00 / \$2,376.00 \$171.00 / \$1,881.00 \$249.00 / \$2,739.00 \$276.00 / \$3,036.00 | The increases to airport hangar rentals average 3.5%. There were no increases last year. The increase represents CPI for the two year period. |
| | 1.3 | Storage Unit Rates Storage Hangar #28 Storage Hangar #37 Storage Hangar #43 Storage Hangar #58 Storage Hangar #59 Storage Hangar #68 | | Month/Annual \$106.00/\$1,166.00 \$82.00/\$902.00 \$80.00/\$880.00 \$122.00/\$1,342.00 \$114.00/\$1,254.00 \$79.00/\$869.00 | Month/Annual \$110.00 / \$1,210.00 \$85.00 / \$935.00 \$83.00 / \$913.00 \$126.00 / \$1,298.00 \$118.00 / \$1,298.00 \$82.00 / \$902.00 | Same as above. |
| | 1.4 | Late Fee(T-Hangar/Tie Downs/Building/Ground Leases) Unless otherwise noted in agreement, a late charge of \$25.00 per occurrence, plus 1.5% interest on the unpaid balance | | \$25.00 each occur | \$35.00 each occur | Same as above. |
| | 1.5 | Non-Sufficient Fund Check Fee | | \$25.00 | \$35.00 | Returned Check Fee increased to better reflect actual bank charges. |
| | 1.6 | Admin Services issued Security Cards Security Access Card (New) Security Access Card (Renewal) Security Access Card Lost/Stolen (Replacement) | | \$15.00/each \$15.00/each \$15.00/each | \$20.00/each \$20.00/each \$20.00/each | Fee revised to reflect actual cost of issuing security cards. |
| | 1.7 | Meeting Room charge for non-County users - evenings and weekend use - after hours / emergency call in; 2 hr min; at rates below (B&G or Custodial) | | n/a max per day | \$50.00 / hour \$200 | Memorializes potential charges noted in the Admin Policy and Procedures Manual and written instructions provided to meeting room user prior to renting room. The fee represents reimbursement for emergency on-call services to remediate emergency situation caused by the renter after hours. |
| | 1.8 | Uniformed Security hourly charge - with 48 hours or more advance notice - with 24 hours notice (but > 8) | | charge at actual cost | \$13.44 / hour \$14.99 / hour | Identification of security services hourly rate(s) for after hours meetings. |
| | 1.9 | Buildings & Grounds hourly charge - blended rate for chargeback when appropriate - after hours / emergency call in; 2 hour minimum | | n/a | \$37.00 / hour | Identification of Buildings & Grounds hourly rate. |
| | 1.1 | Custodial Services hourly charge - blended rate for chargeback when appropriate - after hours / emergency call in; 2 hour minimum | | n/a | \$30.00 / hour | Identification of Custodial Services hourly rate. |
| | 1.11 | Admin Services office hourly rate - blended rate for chargeback when appropriate | | n/a | \$34.00 / hour | Identification of Administrative Services hourly rate. |

FY 12/13 Master Fee Schedule - Summary of Changes

Code Section & Department

| Code Section & Department | | Name of Fee | Old Fee | New Fee | Reason for Change |
|---------------------------------|-----|---|---|---|--|
| 13.00.032 Ag Comm | 2.1 | Certified Producer Certificate | \$25.00/per cert | \$50.00/per cert | The change places the County comparative to neighboring counties and the new fee will accurately cover the cost of the program. Butte is \$60, Sutter County is time and mileage and billed after the fact and usually over \$50. |
| | 2.2 | Phyto Insp. & Certification | \$40 per cert/\$65/hour | \$50 per cert/\$65/hour | This helps offset the cost of the program and maintains cost at a nominal fee to encourage a positive business climate for yuba exporters. Butte is \$50 per cert and \$83.08 per hour; Sutter is \$45 a cert plus \$75 and hour plus mileage. |
| | 2.3 | Collect State/Federal Phytosanitary Certificate Fee Collect State Certificate of Quarantine Compliance Fees Collect State Device Registration Administrative Fees | State set fee State set fee State set fee | State set fee State set fee State set fee | The new regulations in 2012 require the counties to collect state set fees Same as above |
| 13.00.036 Assessor | 3.1 | Computer Fees Reports Processing Fee Mailing Labels Ownership Listing | \$25.00/per job .08/each plus \$25 .06/each plus \$25 | \$65.00/per job .08/each plus \$65 .06/each plus \$65 | The original \$25.00 fee was set in 1993. Due to increase in personnel and administrative costs, an increase to \$65.00 is requested. |
| | 3.2 | Other Fees Reversal of Appraisal for Parent/Child and Grandparent/Grandchild Transfer | \$0.00 | \$175 per claim | New, SB 1233 allows counties to charge a processing fee of up to \$175 to recover administrative costs associated with reversal of reassessment work completed due to untimely Certified Claims for Exclusion from Reassessment for certain transfers between parents and children and grandparents and grand-children. |
| 13.00.040 Clerk of the Board | 4.1 | Application for Changed Assessment Processing Fee | | \$25.00 | A fee of \$25 is proposed for processing applications for changed assessment at the time of filing related to the mandated functions of the Assessment Appeals Board process. |
| 13.00.044 District Attorney | 4.2 | Return Check Fee | | \$35.00 | NSF charge of \$35.00 based on actual bank charges. |
| 13.00.054 Library | 5.1 | Discovery Fee - Audio Tape Reproduction Discovery Fee - Video Reproduction Discovery Fee - CD Photo Reproduction Discovery Fee - DVD Video Reproduction | \$7.00 includes tape \$7.00 includes tape \$7.00 includes CD \$7.00 includes DVD | \$15.00 includes tape \$15.00 includes tape \$15.00 includes CD \$15.00 includes DVD | Discovery Fees for preparation of audio and video tapes, and DVD/CD is increased from \$7 each to \$15 each. The increase reflects the DA Investigator time needed to locate, prepare, copy, label, and distribute each item. The proposed fee is consistent with the fee charged by the Board of Supervisors for similar items. |
| | 6.1 | Meeting Room Rental (excludes usage by Yuba County Govt.) | \$10 per hour | \$10 per hour | Clarification excluding Yuba County Government users from rental fee. |
| 6.2 | | Photocopies Regular (B&W Only) Copies Printed from Microfilm Copies Printed from Internet (B&W Only) Archive Copies (CA Room Materials-With/Without Own Paper) Archive Copies of Non-Historical Material Archive Scanning (Personal PC/Scanner) Prints from the Public Computers (B&W Only) | \$0.15/ea \$0.25/ea \$0.25/ea Delete Delete Delete Delete | 0.25 per page Delete Delete Delete Delete Delete | Change to be consistent with rest of County |
| | | | \$0.50 per page Delete Delete Delete Delete | \$0.25 per page | New, to be consistent with rest of County |
| 6.3 | | FEES - Archives Room Prints from PC Scanner Archive Material Photocopies Archival Materials Printing from Pre-Scanned File - Regular Paper Archival Materials Printing from Pre-Scanned File - Photo Paper E-mailed (Pre-Scanned) | | \$0.50 per page \$0.50 per page \$0.50 per item \$2.00 per item | New section/title New, to be consistent with current practices New, to be consistent with current practices New, to be consistent with current practices New, to be consistent with current practices New, to be consistent with current practices |

FY 12/13 Master Fee Schedule - Summary of Changes

| Code Section & Department | Name of Fee | Old Fee | New Fee | Reason for Change |
|----------------------------------|---|---|---|--|
| 6.4 13.00.054 Library | FEEES - Staff Provided Service Archival Materials Printing from Pre-Scanned File-Regular Paper Archival Materials Printing from Pre-Scanned File-Special Paper Scanned & Printed or E-Mailed (Special Request)-4x10 Staff Time E-Mailed (Pre-Scanned) FAX Service (Send Only) Staff research for patrons -- no charge for first 30 minutes | \$1.00 per item \$2.00 per item \$2.00 per item \$2.00 per item \$2.00 1st page \$1.00 for each page | Delete Delete Delete Delete Delete \$10.00 an hour | New, to partially cover staff costs and discourage overuse of staff resources by patrons |
| 6.5 | Postage & Handling for Interlibrary Loan Materials Meeting Room Staff Call Back (when Library Closed) DVD Rental 1 Week DVD Rental Convenience Charge for 1 Extra Week Returned Check Fee | No Charge \$25.00 \$0.00 \$5.00 | \$2.00 per item \$64.00 for the first two hours, \$32.00 per hour thereafter Delete Delete | State no longer covers these costs. State no longer covers these costs. New |
| 6.6 | Overdue Charge Regular Items - (Books/Audio/Magazines/VCR Videos) Overdue Charge Special Items - (DVD/Interlibrary Loans) Overdue Charge Childrens Books Overdue Charge Childrens DVDs Overdue Fine - Regular Items - (Books/VA Books/Magazines/ILL) Overdue Fine - Children's Books Overdue Fine - DVD's/Audio Books/ VCR Videos/ Video Games DMV Hold for Delinquent Taxes | \$0.10/day \$2.00/day \$0.00 \$0.25/day \$0.10/day \$0.50/day | Delete Delete Delete Delete \$0.25/day \$0.10/day \$0.50/day \$15.00 | New, simplify fine structure, bring inline with surrounding jurisdictions. New, simplify fine structure, bring inline with surrounding jurisdictions. New, simplify fine structure, bring inline with surrounding jurisdictions. New, charge imposed to delinquent unsecured taxes for vessels per VC 9880 and Rev & Tax Code 3205. The fee covers placement of hold on vessel registration at DMV. Hold is removed once taxes are current. |
| 7.1 13.00.060 Treasurer | DMV Hold for Delinquent Taxes | | \$15.00 | New, charge imposed to delinquent unsecured taxes for vessels per VC 9880 and Rev & Tax Code 3205. The fee covers placement of hold on vessel registration at DMV. Hold is removed once taxes are current. |
| 8.1 13.20.100 CDSA General | Returned Check Fee | \$35.00 | \$35.00 | Moved location of fee to follow after "Recording Processing Fee" |
| 8.2 | Reproduction Fees: | | Delete Heading | Clerical - Delete Heading |
| 8.3 | Audio Provided on CD | \$10.00 | \$15.00 | Clerical - Changed word "Data" to Audio, adjust fee to match BOS. |
| 8.4 | Electronic Data Request (data provided via email, add \$10 to place on CD) | N/A | \$2.00 per attachment | Fee to correspond with current email file request format. |
| 8.5 | GIS/GPU/Online Update Fee - Per Land Use Application | \$120.00 | Move fee | Moved to section 13.20.300 Planning. |
| 8.6 | Records Search Document Handling Fee Release of Recorded Document Project Advertising Fees | Hourly Rate/ By Division Hourly Rate/ By Division Hourly Rate/ By Division Actual Cost | Delete Delete Delete Delete | Delete Delete Delete Delete |
| 8.7 | Recording Processing Fee | \$50.00 | \$52.00 | Renamed from "Document Recording Fee". Adjust fee to reflect 1/2 hour of hourly rate. |
| 8.8 | Refund of permit fee shall be allowed if requested within a 12 month period of issuance except fees in Building Code Fee Section 13.20.200 or Planning entitlement once a hearing has been scheduled less any staff time spent at the hourly rate, actual costs for materials and outside services and 3% processing fee. | | Delete | Delete reference. |

FY 12/13 Master Fee Schedule - Summary of Changes

Code Section &

Department

| Department | Name of Fee | Old Fee | New Fee | Reason for Change |
|---|--|---------------|---|--|
| 8.9 Cont. 13.20.100 CDSA General | For CDSA permits required to correct work performed or operations that occurred subsequent to notification by CDSA of the violation, the permit fees shall be twice the standard rate. Repeat violators or violations shall be three times the standard rate and no prior notification is required. | | Add | Added to replace penalty language in 4.13 below. |
| 8.10 | Penalties for Late Payment (annual permits): | | Name Change | Clarifies "annual permits". |
| 8.11 | Request for Waiver of Penalties with explanation for request must be presented to the CDSA Director for consideration within 30 days to penalty being assessed. Consideration will be given to amount of penalty and option to allow a structured repayment plan with interest on past due amount assessed at rate of 1.5% per month. | | Move | Moved location to have all penalty info together. Previously located under "Administration Fee". |
| 8.12 | Permit applications withdrawn, by the applicant or by staff due to inactivity, will have 30 days for the Applicant to request in writing a refund of the unused portion of the permit fees/deposits, less a 10% processing fee, or they will be forfeited. No refunds will be issued once a project has been set for hearing. Refunds for Building fees shall be per Section 13.20.200. | | Add | Added to replace refund language in 4.8 above. |
| 8.13 | All fees are doubled for work performed or operating without a permit, when it occurs. | | Delete | Delete reference. New penalty language added in 4.9 above. |
| 8.14 | All work on a project will stop when fees are 31 days pas due. | | Delete | Delete reference. |
| 8.15 | Concurrent Processing of Planning Applications: Applications for two or more planning entitlements (for example: Tentative Map and Variances) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding Design Review Permits, Lot Line Adjustments, Certificates of Compliance and recording fees). Where a permit with a set fee amount is combined with one requiring a deposit (for example Rezone & Parcel Map), the total combined fees are collected and are considered a deposit. This is a pilot program and will be evaluated annually. | | Delete text | Moved to 13.20.300 Planning |
| 8.16 | | | Delete text | Delete reference. |
| 8.17 | Administration Fee: | | Delete text | Delete reference. |
| 8.18 | Cash Deposit - Temporary Use (Chapters 10.20 & 12.105) | | \$1,000.00 | Clarification/consolidation of existing fees. |
| 8.19 | Cash Deposit - Minor Deferred Improvements | | Deposit corresponds w/ value of the improvements \$210.00 | Documentation of current process. |
| 8.20 | Deferred Improvement Agreement (single family residential) | | | New, covers staff time to create recordable document when applicant is deferring required improvements |
| 8.21 | Deferred Improvement Agreement (all other uses) | | \$420.00 | New, covers staff time to create recordable document when applicant is deferring required improvements |
| 8.22 | Refund of Cash Deposit/Bond | 3% of Deposit | 10% of Deposit | Change name, increased amount to reflect actual staff costs. |

FY 12/13 Master Fee Schedule - Summary of Changes

| Code Section & Department | | Name of Fee | | Old Fee | New Fee | Reason for Change |
|------------------------------------|-------|---|--|--------------------------------|--------------------------------|---|
| Cont. 13.20.100 CDSA General | 8.23 | Unverified Complaint Response Fee (charged upon 2nd time of unverified complaint from same person) | | \$119.00/hour | Hourly Rate/By Division | Moved from 13.20.400 Environmental Health in order to cover all unverified repeat complaints. |
| | 8.24 | hourly rate, plus materials, outside services and 10% processing fee. | | | Add | Clarification, ensure full cost recovery |
| | 8.25 | All reproduction requests less than \$1 in value may be waived due to processing cost exceeding value of service. | | | Add | Documents current cost saving practice. |
| 13.20.200 Building | 9.1 | Photovoltaic and/or solar system (Residential) | | \$201.00 | \$201.00 | Clarifying that the \$201 is for Residential and non-Residential is at an hourly rate. |
| | 9.2 | (Non-Residential) Plan Check and Inspection, hourly rate | | | \$89.00/ Hour | Same as above. |
| 13.20.300 Planning | 9.3 | Investigation Fee | | 2 x permit fee | Delete | Delete |
| | 10.1 | Hearing Publication/Preparation for Hearing | | \$250.00 | \$350.00 | Local publication costs have significantly increased. New fee covers increase cost of newspaper notice, postage, & 1 hr staff time to prepare notice & mailers. |
| | 10.2 | GIS/GPU/Development Code Fee - Per Land Use Application | | \$120.00 \$26/Unit GIS Only | \$120.00 \$26/Unit GIS Only | Moved from 13.20.100 CDSA General |
| | 10.3 | Appeal of Determinations to Board of Supervisors | | \$522.00 | \$522.00 | Clarification previously stated "Appeal" only. |
| | 10.4 | Appeal of Planning Director's Determination | | \$160.00 | Delete | Delete |
| | 10.5 | Concurrent Processing of Planning Applications: Applications for two or more planning entitlements (for example: Tentative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding Design Review Permits, Lot Line Adjustments, Certificates of Compliance and recording fees). Where a permit with a set fee amount is combined with one requiring a deposit (for example Rezone & Parcel Map), the total combined fees are collected and are considered a deposit | | | Add | Moved from 13.20.100 CDSA General |
| | 10.6 | Notice of Exemption or Initial EA submittal | | \$150.00 | \$150.00 | Clarification added "or Initial EA submittal" |
| | 10.7 | Large Family Day Care CUP | | \$200.00 | Delete | Will now be processed under Administrative Permit section. |
| | 10.8 | Large Family Day Care CUP Appeal to Planning Commission | | \$105.00 | Delete | Will now be processed under Administrative Permit section. |
| | | Administrative Permit | | \$420.00 | \$420.00 | These fees were added July 2011 after Interim Zoning was adopted. |
| 13.20.400 Environmental Health | | Additional fee if hearing is required (does not include legal notice) Request for Hearing | | \$210.00 \$105.00 | \$210.00 \$105.00 | Same as above. |
| | 10.9 | Land Use Confirmation/Zoning Clearance/ Burn Down Letter/ABC Clearance | | \$62.00 | Delete | Same as above. |
| | 10.10 | Land Use Confirmation (+ hourly over 1.5 hrs) | | | \$158.00 + Hourly | Deleted and re-established by Land Use Confirmation below. |
| | 10.11 | ABC Review Fee when Hearing is Required (+ hourly over 5 hrs, doesn't incl. notice fee) | | \$470.00 | \$525.00 + Hourly | Fee revised to reflect actual staff time. |
| | 10.12 | Single Family Residence (Accessory, + hourly over 0.5hrs) | | \$52.00 - 1/2 Hr | \$52.00 + Hourly | Clarifies that fee does not include legal notice fee. Fee also updated to reflect actual staff time. |
| | 10.13 | Agricultural Accessory Structure (+ hourly over 0.5hrs) | | \$105.00 Hr Deposit | \$52.00 + Hourly | Clarification adds "+ hourly over 0.5 hrs". |

FY 12/13 Master Fee Schedule - Summary of Changes

Code Section &

| Department | Code | Name of Fee | | Old Fee | New Fee | Reason for Change |
|-----------------------------------|-------|--|--|-------------------|-------------------|---|
| | | 10.14 | Commercial/Agriculture (includes 1 inspection, + hourly over 5hrs) | \$525.00 | \$525.00 + Hourly | Added "+ hourly over 5 hours" to capture larger projects that take longer than 5 hours to plan check or require multiple inspections. |
| 13.20.300 Planning | 10.15 | Industrial (includes 1 inspection, + hourly over 5hrs) | | \$525.00 | \$525.00 + Hourly | Added "+ hourly over 5 hours" to capture larger projects that take longer than 5 hours to plan check or require multiple inspections. |
| | | Commercial/Industrial: Minor (Less than \$5,000 Imprv Value, + hourly over 3hrs) | | Delete | \$315.00 + Hourly | Added back in to allow lower fee for smaller projects. |
| | | Solar/Wind Systems | | | | |
| | | Residential & Multifamily (per unit, + hourly over 0.5 hrs) | | | \$52.00 + Hourly | Added to address County Ordinance 1502 |
| | | Non Residential roof mounted system or agricultural equipment (+ hourly over 1 hr) | | | \$105.00 + Hourly | New |
| | | Non Residential Ground Mounted Systems (+ hourly over 5 hrs) | | | \$525.00 + Hourly | New |
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| 13.20.400 Environmental Health | 11.1 | Special Events - Large more than 3 vendors attendance 500+ | | \$357.00 | \$357.00 | Clarification only for language to identify Large Events. |
| | | Special Events - + billed hourly rate for time spent over base | | \$119/per hour | \$119/hour | Format only changed from "per hour" to "hour". |
| | | Holding Tank (Vault System) 1st Year | | \$632.00 | \$632.00 | Clarification to identify fee for 1st year. |
| | | Holding Tank (Vault System) (after 1st year) Annual Permit | | | \$238.00 | New fee to identify permit fee after 1st year. Previously charged at same rate as 1st year. |
| | | Individual Experimental Systems (Monitoring for 1st year) | | \$476.00 | \$476.00 | Clarification to identify fee for 1st year. |
| | | Individual Experimental Systems (Monitoring after 1st year) | | | \$179.00 | New fee to identify permit fee after 1st year. Previously charged at same rate as 1st year. |
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| 13.20.500 Code Enforcement | 11.5 | Tattooing, Permanent Cosmetics, Body Piercing Annual Inspection Fee | | \$218.00 | Delete | Deleted and reintroduced by fees noted below. |
| | | Ear piercing Facility/ one-time registration | | | \$45.00 | New State set fees for full Body Art program |
| | | Body Art practitioner/artist | | | \$119.00 | New State set fees for full Body Art program |
| | | Body Art Facility (permanent) | | | \$238.00 | New State set fees for full Body Art program |
| | | Body Art Facility (Temporary) | | | \$119.00 | New State set fees for full Body Art program |
| | | Body Art Event Coordinator Small 3 or Less practitioners | | | \$119.00 | New State set fees for full Body Art program |
| | | Mobile Body Art Facility | | | \$357.00 | New State set fees for full Body Art program |
| | | Body Art Facility Plan Review Fee (new) | | | \$119.00 | New State set fees for full Body Art program |
| | | Body Art Facility Plan Review Fee (Major remodel) | | | \$297.50 | New State set fees for full Body Art program |
| | | Body Art Facility Plan Review Fee (Minor remodel) | | | \$238.00 | New State set fees for full Body Art program |
| 13.20.500 Code Enforcement | 11.6 | Mobile Body Art Facility Plan Review Fee | | | \$119.00 | New State set fees for full Body Art program |
| | | Unverified Complaint Charged to Complainant @ 2nd Compl | | \$119.00/hour | \$119.00/hour | Moved to 13.20.100 CDSA General Fees |
| | | Hazardous Materials Business Category VI | | | \$79.00 | New Fee for the smallest category of business |
| | | Hourly Rate | | \$119.00 per hour | \$119.00/hour | Format only changed from "per hour" to "hour". |
| | | Release of Recorded Documents | | | Delete | Delete |
| | | Note: All services charged on 1 hour min. and 1/2 hour increments thereafter. | | | Delete | Delete |
| | | Time & Materials for Abatement | | Actual Cost | Delete | Deleted fee category and re-established by set fees below. ** |
| | | Notice & Order to Abate Public Nuisance | | | \$1,050.00 | ** New, created flat rate fee based on current hourly rate and average of 10 hours of staff time. |
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FY 12/13 Master Fee Schedule - Summary of Changes

| Code Section & Department | Name of Fee | Old Fee | New Fee | Reason for Change |
|---|---|-----------------------------|------------------------------|---|
| Cont. 13.20.500 Code Enforcement | 12.3 Cost Accounting Hearing Before Board of Supervisors | | \$1,050.00 | ** New, created flat rate fee based on current hourly rate and average of 10 hours of staff time. |
| | 12.4 Vehicle Release Authorization | | \$210.00 | New, based on current hourly rate and 2 hours of time. |
| | 12.5 Abatement - County Performed (Actual Costs - Includes staff time, materials, outside vendors, any applicable penalties, and a 10% processing fee on entire amount) | Actual Cost | Actual Cost | ** New, created to identify the "actual costs" associated with a County performed abatement. |
| | 12.6 Public Nuisance - Appeal Hearing (Administrative Law Judge) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | | \$3,000 Deposit | New, based on current ALJ costs and staff hourly rate. |
| | 12.7 Relocation Assistance - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | | \$1,050 Deposit | New, based on current staff time to process hearings. |
| | 12.8 Vehicle Nuisance Abatement - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | | \$1,050 Deposit | New, based on current staff time to process hearings. |
| | 12.9 Vehicle Abatement Post Storage - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | | \$1,050 Deposit | New, based on current staff time to process hearings. |
| | 12.10 Administrative Citation - Appeal Hearing (Deposit) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | | Amount of Citation | New, based on County Ordinance Code Chapter 7.36. |
| | 12.11 Recorded Document Preparation (Does not incl. CDSA Recording Processing Fee nor Recorder's fees) | | \$105.00 | Clarify existing practice based on hourly rate. |
| | 12.12 Except as otherwise specified, all services in this Chapter which are charged at an hourly rate are 1 hour minimum and charged in quarter hour increments thereafter. | | Add | Added new reference for clarification. |
| 13.20.600 Public Works Co. Surveyor | 13.1 LLA Additional Charge - when legality of parcel is in question | | \$210.00 | New, the \$420 fee for an LLA only covers processing costs to adjust lot lines and does not cover legality of parcel |
| | 13.2 Parcel Map (plus additional \$105/sheet exceeding 2 sheets) Tract Map/Condominium (plus add. \$105/sheet exceeding 2 sheets) Record of Survey (plus additional \$105/sheet exceeding 2 sheets) | | | Clarification for non-typical projects. Clarification for non-typical projects. Clarification for non-typical projects. |
| | 13.3 Partial Inspection Fees Partial Inspection | \$420.00 | Delete Delete | |
| | 13.4 Street Name/Application-Approval/ Change of Name | | | Clarification. |
| | 13.5 Annual Utility Permit | \$1,050.00 | \$1,470.00 | Change, to better reflect actual time spent. |
| | 13.6 Advertisement Costs | \$210.00 | \$350.00 | Change to be consistent w/ Planning |
| | 13.7 Other Signs (Installed by County) | | Actual Cost | New, covers miscellaneous |
| | 13.8 Record of Survey - Maps, Final Maps (\$2.00 ea addl sheet) Corner Records, Certs of Correction (\$3.00 ea addl page) | \$7.00/sheet \$8.00/page | \$9.00/sheet \$14.00/page | Increase to be consistent with Recorder. Increase to be consistent with Recorder. |
| 13.20.700 Parks | 14.1 Annual Vendor Permit | | \$400.00 per year | New, per proposed park vendor ordinance (Ch 6.76) |

ORDINANCE NO. _____

**ORDINANCE REPEALING AND RE-ENACTING CHAPTERS 13.00.030,
13.00.032, 13.00.036, 13.00.040, 13.00.044, 13.00.054, 13.00.060, 13.20.100, 13.20.200,
13.20.300, 13.20.400, 13.20.500, 13.20.600, 13.20.700 OF THE YUBA COUNTY
CONSOLIDATED FEE ORDINANCE CODE**

The following ordinances consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Hal Stocker, Chairman of the Board of
Supervisors of the County of Yuba,
State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

By: *Pat Garamore*
Angil P. Morris-Jones, County Counsel

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

Section 1. This ordinance shall take effect Sixty (60) days after its passage, and before the expiration of Thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Sections 13.00.030, 13.00.032, 13.00.036, 13.00.040, 13.00.044, 13.00.054, 13.00.060, 13.20.100, 13.20.200, 13.20.300, 13.20.400, 13.20.500, 13.20.600, 13.20.700 of the Yuba County Consolidated Fee Ordinance Code are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is incorporated herein as though set forth in full.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Lien for Unpaid Fees - Code Section 13.20.010

[illegible]

Administrative Services - Code Section 13.00.030

| NAME OF FEE | FEE FY 12/13 |
|---|----------------------------------|
| Information Technology | |
| Services for Data Sets, Programming, Maps, Reports, Copies of Electronic Files, Training, Support | \$65.00/hour (1 hour minimum) |
| Airport | |
| Hanger Rates | Month/Annual |
| Group 1 - Hangars #1-24 | \$118.00 / \$1,298.00 |
| Group 2 - Hangars #25-27 and #29-30 | \$216.00 / \$2,376.00 |
| Group 3 - Hangars #32-36 and #38-42 | \$171.00 / \$1,881.00 |
| Group 4 - Hangars #44-52 and #60-67 | \$249.00 / \$2,739.00 |
| Group 5 - Hangars #53, #54, and #57 | \$276.00 / \$3,036.00 |
| Storage Unit Rates | Month/Annual |
| Storage Hangar #28 | \$110.00 / \$1,210.00 |
| Storage Hangar #37 | \$85.00 / \$935.00 |
| Storage Hangar #43 | \$83.00 / \$913.00 |
| Storage Hangar #58 | \$126.00 / \$1,298.00 |
| Storage Hangar #59 | \$118.00 / \$1,298.00 |
| Storage Hangar #68 | \$82.00 / \$902.00 |
| Tie-Down Rates | Day/Month |
| Single Engine Tie-Down Fees | \$5.00/\$40.00 |
| Light Twin Tie-Down Fees (up to 6,000 lbs) | \$6.00/\$45.00 |
| Multi-Engine Tie-Down Fees (6,000 to 12,000) | \$8.00/\$50.00 |
| Multi-Engine Tie-Down Fees (over 12,000 lbs) | \$10.00/\$55.00 |
| Airport Use Permit/Off Airport Access Permit | Month/Annual |
| Commercial Use/Off-Field Access Permit | \$125.00/\$1,500.00 |
| Non-Commercial Use/Off-Field Access Permit | \$65.00/\$780.00 |
| T-Hangar Waiting List Application Fee | \$15.00/month |
| Late Fee(T-Hangar/Tie Downs/Building/Ground Leases) | |
| Unless otherwise noted in agreement, a late charge of \$25.00 per occurrence, plus 1.5% interest on the unpaid balance | \$39.00 each occur |
| Non-Sufficient Fund Check Fee | \$35.00 |

Administrative Services - Code Section 13.00.030

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------------|
| Administrative Services | |
| Admin Services issued Security Cards | |
| Security Access Card (New) | \$20.00/each |
| Security Access Card (Renewal) | \$20.00/each |
| Security Access Card Lost/Stolen (Replacement) | \$20.00/each |
| | |
| Meeting Room charge for non-County users | |
| - evenings and weekend use (\$200.00 max per day) | \$50.00/hour |
| - after hours / emergency call in; 2 hour min based on hourly rates noted below | |
| | |
| Uniformed Security hourly charge | Charge at actual cost |
| - with 48 hours or more advance notice | \$13.44 / hour |
| - with 24 hours notice (but > 8) | \$14.99 / hour |
| | |
| Buildings & Grounds hourly charge | \$37.00 / hour |
| - blended rate for chargeback when appropriate | |
| - after hours / emergency call in; 2 hour minimum | |
| | |
| Custodial Services hourly charge | \$30.00 / hour |
| - blended rate for chargeback when appropriate | |
| - after hours / emergency call in; 2 hour minimum | |
| | |
| Admin Services office hourly rate | \$34.00 / hour |
| - blended rate for chargeback when appropriate | |
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Agricultural Commissioner - Code Section 13.00.032

| NAME OF FEE | | FEE FY 12/13 |
|---|----------------|--------------------------|
| Licensed Staff Fee | | \$65.00/hour |
| | | |
| Information Search of Files & Records | | |
| Files & Records | | Direct Cost |
| Computer Time (1/2 hr minimum) | | \$100/hour |
| | | |
| Agriculture | | |
| Apiary Registration | | \$10.00/State Set Fee |
| Farm Labor Contractors Registration | | \$25.00/State Set Fee |
| Farmers Market Registration | | \$50.00/State Set Fee |
| PCO Registration | | \$25.00/State Set Fee |
| PCA Registration-Primary | | \$10.00/State Set Fee |
| PCA Registration-Secondary | | \$5.00/State Set Fee |
| Pilot Registration-Primary | | \$10.00/State Set Fee |
| Pilot Registration-Secondary | | \$5.00/State Set Fee |
| Structural Pest Control Registration-Branch 1 | | \$25.00/State Set Fee |
| Structural Pest Control Registration-Branch 2 & 3 | | \$10.00/State Set Fee |
| Apiary Certification/Inspection/Abatement | | \$65.00/hour |
| Certified Producer Certificate | | \$50.00/per cert |
| Fruit-Nut & Veg. Certification | | \$65.00/hour |
| Phyto Insp. & Certification | | \$50 per cert/\$65/hour |
| Phyto Field Inspection (10 acre minimum charge) | | \$7.50 acre/per walk |
| Quarantine Compliance | | \$15.00/per cert |
| Ag Plan Check/Review | | \$65.00/hour |
| Collect State/Federal Phytosanitary Certificate Fee | | State Set Fee - CCR 4603 |
| Collect State Certificate of Quarantine Compliance Fees | | State Set Fee - CCR 4603 |
| | Table A | |
| Weights & Measures | | |
| Business Location Fee (other than co-located business) | | \$100.00 per location |
| Device Fee | | See Table B |
| | Table B | |
| CNG Meters | | \$20.00 |
| Fabric/Wire/Cord Meters | | \$20.00 |
| Grease/Lube Meters | | \$20.00 |
| Liquified Petroleum Gas Meters | | \$175.00 |
| Retail Motor Fuel Meters | | \$20.00 |
| Retail Meters | | \$20.00 |
| Retail Water Meters | | \$20.00 |
| Tanks (liquid test) | | \$20.00 |
| Taximeters | | \$20.00 |
| Vehicle Meters | | \$25.00 |
| Wholesale Meter (Mobile) | | \$25.00 |
| Wholesale Meter (Stationary) | | \$25.00 |

Agricultural Commissioner - Code Section 13.00.032

| NAME OF FEE | | FEE FY 12/13 |
|--|--------------|-----------------------------------|
| Misc. Measuring Devices | | \$20.00 |
| Computing Scales | | \$20.00 |
| Counter Scales | | \$20.00 |
| Crane Scales ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Dormant/Portable Platform ($\leq 2,000$ lbs.) | | \$20.00 |
| Dormant/Portable Platform ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Dormant/Portable Platform ($\geq 10,000$ lbs.) | | \$250.00 |
| Hopper/Tank Scales ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Hopper/Tank Scales ($\geq 10,000$ lbs.) | | \$250.00 |
| Hanging Scales ($\leq 2,000$ lbs.) | | \$20.00 |
| Hanging Scales ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Animal Scales ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Livestock Scales ($\geq 10,000$ lbs.) | | \$150.00 |
| Monorail/Meatbeam Scales ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Prescription/Jewelers Scales | | \$20.00 |
| Railway Scales ($\geq 10,000$ lbs.) | | \$250.00 |
| Vehicle Scales ($\geq 10,000$ lbs.) | | \$250.00 |
| Misc/Forklift Scales ($\geq 2,000$ lbs. and $< 10,000$ lbs.) | | \$150.00 |
| Misc/Forklift Scales ($\geq 10,000$ lbs.) | | \$250.00 |
| Misc. Scales (conveyor belt scales) ($\geq 10,000$ lbs.) | | \$250.00 |
| Submeters: Utility meters owned by marinas, mobile home parks, recreational vehicle parks & apt. complexes | | \$2.00 per device, space, or apt. |
| Non-Commercial Device Inspection | | \$65.00/hour |
| Heavy Capacity Scale Truck-Non-Commercial/Re-Test | Hour minimum | \$50/hour and \$2 mile |
| Collect State Device Registration Administrative Fees | | State Set Fee - CCR 4603 |

1. For Certified Growers Market and other devices at a non-fixed location, the fee shall be only the annual registration if the device is brought into the office of the Sealer of Weights and Measures for testing, \$20.00 per device.
2. Payment of annual device registration fee shall be due upon receipt of the billing. days
Payments delinquent sixty (60) or more incur a penalty charge of fifty (50%)
of the fee due plus collection fees, if any.

Animal Control - Code Section 13.00.034

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Impound/Redemption Fees* | |
| Impound Fee - Dog | \$45.00 |
| Daily Board Fee - Dog | \$10.00 |
| Second Impound within One Year - Dog | \$75.00 |
| Third Impound within One Year - Dog | \$110.00 |
| Impound Fee - Vaccinated Cat | \$20.00 |
| Daily Board Fee - Cat | \$8.00 |
| Second Impound within One Year - Cat | \$60.00 |
| Third Impound within One Year - Cat | \$90.00 |
| Impound Fee - Horses, Mules, Bulls, Cows, Oxen or Calves | \$75.00 |
| Impound Fee - Sheep, Lambs, Goats, or Hogs | \$45.00 |
| Impound Fee - Chickens, Rabbits, or Ducks | \$20.00 |
| Daily Board Fee - Livestock | \$15.00 |
| Hauling Fee - Livestock | Hauler's Fee |
| Impound Fee - Exotic Animals | \$35.00 |
| Daily Board - Exotic Animals | \$10.00 |
| <i>* The above fees are in addition to any state imposed fees.</i> | |
| Owners Animal-Euthanasia Surrender Fees | |
| Surrender deceased dog/cat for disposal - Resident | \$10.00 |
| Surrender deceased dog/cat for disposal - Non-Resident | \$20.00 |
| Euthanasia Surrender Fee - Dogs/Cats - Resident | \$35.00 |
| Euthanasia Surrender Fee - Dogs/Cats - Non-Resident | \$50.00 |
| Dog License Fees | |
| Dog License Fees - Spayed or Neutered - One Year | \$10.00 |
| Dog License Fees - Spayed or Neutered - Two Year | \$16.00 |
| Dog License Fees - Spayed or Neutered - Three Year | \$24.00 |
| Dog License Fees - Not Spayed or Neutered - One Year | \$24.00 |
| Dog License Fees - Not Spayed or Neutered - Two Year | \$48.00 |
| Dog License Fees - Not Spayed or Neutered - Three Year | \$72.00 |
| Senior Citizen 65 yrs old +, 1 dog per household | No Fee |
| Guide Dogs/Law Enforcement Dogs | No Fee |
| Penalty for failure to register dog within time period | \$18.00 |
| Replacement Tag/Transfer of Ownership | \$6.00 |

Animal Control - Code Section 13.00.034

| NAME OF FEE | FEE FY 12/13 |
|--|-------------------|
| Adoption Fees | |
| Four (4) months of age and older - Dogs | \$43.00 |
| Four (4) months of age and older - Cats | \$43.00 |
| <i>Adoption fees are in addition to any required rabies</i> | |
| <i>vaccination fees or fees associated with the spaying or</i> | |
| <i>neutering of an animal.</i> | |
| Under four (4) months of age - Puppies | \$10.00 |
| Under four (4) months of age Spay/Neuter Deposit- Puppies | \$40.00 |
| Under four (4) months of age - Kittens | \$8.00 |
| Under four (4) months of age Spay/Neuter Deposit- Kittens | \$40.00 |
| Other animals | Fair Market Value |
| Hourly Rate | |
| <i>The County may charge an hourly rate for time spent on</i> | \$25.00/hour |
| <i>incidents beyond the scope of duties or services normally</i> | |
| <i>provided.</i> | |

Assessor - Code Section 13.00.036

[illegible]

Auditor/Controller - Code Section 13.00.038

[illegible]

Clerk of the Board - Code Section 13.00.040

[illegible]

Clerk-Recorder - Code Section 13.00.042

| NAME OF FEE | FEE FY 12/13 |
|--|------------------|
| Recording Fees | |
| Recording Fee 1st page - 8.5 x 11 | \$14.00 |
| Each additional page - 8.5 x 11 | \$3.00 |
| Combined documents - each title | \$14.00 |
| Recording Penalty - Any page not 8.5 x 11 all pages of document additional | \$3.00 |
| Print Size Penalty | \$1.00 |
| Additional indexing - each additional reference | \$1.00 |
| Additional indexing - more than ten names | \$1.00 |
| Release of lien recorded in error by Gov't Agency (except Federal Gov't) | No Fee |
| Involuntary Lien Notice (in addition to standard recording fee) - each debtor at different address | \$7.00 |
| Recording full releases of Gov't Agency Liens (State, County & City except Federal Gov't) | \$12.00 |
| Military Discharge | No Fee |
| Recording Financing Statements (1-2 pgs) - State Sets Fee | \$10.00 |
| Recording Financing Statements (3 or more pgs) - State Sets Fee | \$20.00 |
| Filing & Indexing paper not required by law to be recorded | \$6.00 |
| Survey Monument Fund Fee | \$10.00 |
| Documentary Transfer Tax | .55/per \$500.00 |
| Preliminary 20 Day Notice | \$35.00 |
| Preliminary 20 Day Notice each additional parcel or address | \$20.00 |
| Preliminary Change of Ownership Report not filed at time of recording | \$20.00 |
| Annual Internet Access Fee - Public Records | \$6,000.00 |
| Vital Records Fees | |
| Certified Copy of Birth Certificate/Certificate of No Record/Info. Copy of Birth = State Sets Fee | Fee Set by State |
| Certified Copy of Birth Certificate - Public Agency Applicant - State Sets Fee | Fee Set by State |
| Certified Copy of Certificate of Marriage/Certificate of No Record of Marriage - State Sets Fee | Fee Set by State |
| Certified Copy of Certificate of Marriage - Pub Agency Appl - State Sets Fee | Fee Set by State |
| Certified Copy of Death Record/Certificate of No Record/Info. Copy of Death - State Sets Fee | Fee Set by State |
| Map Fees | |
| Recording Map Fee - 1st page | \$9.00 |
| Recording Map Fee each additional page | \$2.00 |

Clerk-Recorder - Code Section 13.00.042

| NAME OF FEE | FEE FY 12/13 |
|--|---------------------------|
| Marriage Fees | |
| Issuance of Public Marriage License | \$60.00 |
| Issuance of Confidential Marriage License | \$65.00 |
| Issuance of Duplicate Marriage License | \$20.00 |
| Amendment of Confidential Marriage Record after 1 year | \$20.00 |
| Issuance of Declaration of Marriage | \$60.00 |
| Civil Marriage by Commissioner | \$40.00 |
| Credible Witness Affidavit (each) | \$5.00 |
| Office Witness Fee for Marriage Ceremony | \$20.00 |
| After Hours Marriage License (Request for license after 4:45 p.m.) | \$25.00 |
| Fictitious Business Name Filing Fees | |
| Fictitious Business Name Statement - 1 Business Name/Registrant | \$30.00 |
| Each additional Fictitious Business at same location | \$5.00 |
| Each additional Registrant operating under same name | \$5.00 |
| Abandonment Statement | \$30.00 |
| Withdrawal from Partnership Statement | \$30.00 |
| Copy of Fictitious Business filings per month | \$10.00 |
| Certified Copy of any statement on file re: fictitious business | \$3.00 |
| Copy & Certification Fees | |
| Photographic Copy of public record | \$2.00 |
| Each additional page | \$0.50 |
| Photographic map copy - 1st page - 11x17 inches | \$2.50 |
| Each additional map page - 11x17 | \$1.00 |
| Photographic map copy - 1st page - 18x26 inches | \$3.00 |
| Each additional map page - 18x26 | \$2.00 |
| Certificate under Seal | \$2.50 |
| Certified Copy of Service Discharge | No Fee |
| Conformed Copy - each (Limit 2) | \$1.00 |
| Map CD | .50 per image/\$15.00 min |
| CD Recorded Images per month | \$400.00 |
| Federal Lien Search Certificate - 1968 forward | \$10.00 |
| Fax Charge Per Page | \$1.00 |
| Miscellaneous Filing Fees | |
| Bond Filing (doesn't include recording fee) | \$13.00 |
| Process Server Registration (Includes Bond Filing) | \$117.00 |
| Professional Photocopier Registration (Includes Bond Filing) | \$182.00 |
| (Includes Bond Filing) | \$107.00 |
| (Includes Bond Filing) | \$182.00 |
| Additional Process Server ID Card | \$10.00 |
| Certification of Notary Signature | \$10.00 |
| Certification of Official Capacity or Signature Authorization | \$10.00 |
| Administrative Filing Fee - Environmental - Fee Set by State | Fee Set by State |
| Environmental Impact Report - Fee Set by State | Fee Set by State |

Clerk-Recorder - Code Section 13.00.042

| NAME OF FEE | FEE FY 12/13 |
|--|---------------------|
| Negative Declaration - Fee Set by State | Fee Set by State |
| Election Fees | |
| Registration of Voter | No Fee |
| Certified Copy of Voter Registration | \$3.00 |
| Copy of Voter Index, per thousand names | \$2.00+\$5.00setup |
| Copy of Reports or Stmts, Political Reform Act per page | \$0.10 |
| Preparing copies of any record per page | \$0.25 |
| Certifying Fee | \$2.50 |
| Searching record or files, per year (Clerk Research) | \$20 hr-1/2 hr min |
| Copy of voter index on disc/tape | \$100.00 |
| Additional Reports added to Voter Index CD | \$5.00 each |
| Labels | .05 ea+\$5.00 setup |
| Absentee Chase - Fax (Includes initial mailing on CD) | \$150.00 |
| Absentee Chase - CD | \$50.00 per CD |
| Surety Power of Attorney Filings - 1st name | \$12.00 |
| Surety Power of Attorney Filings - each additional name | \$6.00 |
| Humane Officer Filing | \$5.00 |
| Initiative - Notice of Intent to Circulate Petition - Filing Fee (EC 9103) | \$200.00 |
| Candidate Statement | Actual Cost |

District Attorney - Code Section 13.00.044

[illegible]

Office of Emergency Services - Code Section 13.00.046

[illegible]

Sheriff - Code Section 13.00.050

[illegible]

Health - Code Section 13.00.052

| NAME OF FEE | FEE FY 12/13 |
|--|----------------------------------|
| Miscellaneous | |
| Copies of Medical Records (First four pages, no charge) | .25 per page |
| Kids in Safety Seats Program | \$0.00 |
| Medical Marijuana ID Card | \$126.00* |
| * Fee Reduced by Half if Medi-Cal Beneficiary | |
| Aids Court Mandated Class - Non-County Resident Fee | \$70.00 |
| | |
| Public Health - Clinic Services | |
| Immune Serum Globulin Shot | \$10.00 to \$25.00** |
| Tuberculosis Skin Test | \$10.00 to \$25.00** |
| STD Office Visit | \$15.00 to \$65.00** |
| Immunizations (Children) | \$10.00 to \$25.00** |
| ** Indicates a Sliding Fee Schedule | |
| Miscellaneous Clinic Services Fee | \$20.00 |
| Pregnancy Counseling | \$25.00 |
| Women, Infants and Children (WIC) check | \$15.00 |
| Head Lice Detection and Treatment | \$15.00 |
| Drug Testing - Urine (12 Panel) | \$15.00 |
| Alcohol - Saliva (Single) | \$15.00 |
| Buprenorphine - Urine (Single) | \$15.00 |
| Immigration Medical Exam (includes Tuberculosis skin test) | \$175.00 |
| | |
| Public Health - Adult/Travel Immunizations | |
| Tetanus (Adult) | \$25.00 |
| Tetanus-Diphtheria Immunization (Adult) Tdap | \$40.00 |
| Yellow Fever Vaccine | \$20 plus actual cost of vaccine |
| Hepatitis A Immunization (Each Visit - Adult) | \$65.00 |
| Hepatitis B Immunization (Each Visit - Adult) | \$55.00 |
| Twinrix (Hep A + Hep B) (Adult) | \$90.00 |
| MMR Immunization (Each Visit - Adult) | \$55.00 |
| Typhoid | \$20 plus actual cost of vaccine |
| Pneumococcal | \$50.00 |
| Varicella (Adult) | \$90.00 |
| Human Papilloma Virus Series (Adult) | \$135.00 |
| Influenza (Adult) | \$10.00 |
| Meningococcal (Adult) | \$111.00 |
| | |

Health - Code Section 13.00.052

| NAME OF FEE | FEE FY 12/13 |
|---|---------------------|
| Public Health - F.O.R. Families | |
| Intake - Individual | \$70.00 Flat Chg |
| Assessment - Individual | \$70.00 Flat Chg |
| Discharge - Individual | \$70.00 Flat Chg |
| Individual Counseling | \$70.00 Flat Chg |
| Group Session | \$50.00 Flat Chg |
| Non-County Resident DEOJ Fee | \$200.00 |
| Public Health - Vital Records | |
| After Hours Burial Permit (State Set Fee) | \$13.00 |
| Burial Permit (State Set Fee) | \$11.00 |
| Certified Copy of Birth Certificate (State Set Fee) | \$16.00 |
| Certified Copy of Birth Government Agency (State Set Fee) | \$10.00 |
| Certified Copy of Burial Permit (State Set Fee) | \$1.00 |
| Certified Copy of Death Certificate (State Set Fee) | \$12.00 |
| Certified Copy of Fetal Death Certificate (State Set Fee) | \$9.00 |
| Certified Copy of Out of Country Letter (State Set Fee) | \$10.00 |
| Crossfile Received (State Set Fee) | \$3.00 |
| Crossfile Sent Out (State Set Fee) | \$11.00 |
| Public Health - California Childrens Services | |
| Annual Assessment Fee | \$20.00 |
| Annual Enrollment Fee | \$60.00-\$1200.00** |
| | |
| * Fee Reduced by Half is Medi-Cal Beneficiary | |
| ** Indicates a Sliding Fee Schedule | |
| | |

Library - Code Section 13.00.054

| NAME OF FEE | FEE FY 12/13 |
|---|---------------------------|
| FEES - Self Service | |
| Photocopies Regular (B&W Only) | \$0.25 per page |
| Photocopies Regular (Color) | \$1.00/ea |
| Prints from the Public Computers (B&W Only) | \$0.25 per page |
| | |
| FEES - Archives Room | |
| Prints from PC Scanner | \$0.50 per page |
| Archive Material Photocopies | \$0.50 per page |
| Archival Materials Printing from Pre-Scanned File - Regular Paper | \$0.50 per item |
| Archival Material Printing from Pre-Scanned File - Photo Paper | \$2.00 per item |
| E-mailed (Pre-Scanned) | \$2.00 per item |
| | |
| FEES - Staff Provided Service | |
| Mailing & Handling Fee | \$5.00 per request |
| Staff research for patrons – no charge for first 30 minutes | \$10.00 an hour |
| | |
| FEES - Other | |
| Blank CD | \$1.00/ea |
| Lost/Damaged Materials Fee | Replacement Cost |
| Postage & Handling for Interlibrary Loan Materials | \$2.00 per item |
| Replacement Library Card Adult/Child | \$2.00 per item |
| Meeting Room Rental (excludes usage by Yuba County Govt.) | \$10 per hour |
| Meeting Room Rental Food/Beverage/Craft (Cleaning Deposit) | \$35.00 |
| Meeting Room Staff Call Back (when Library Closed) | \$64.00 for the first two |
| | hours, \$32.00 per |
| | hour thereafter |
| Returned Check Fee | \$35.00 |
| | |
| FEES - Overdue | |
| Overdue Fine - Regular Items - (Books/YA Books/Magazines/ILL) | \$0.25/day |
| Overdue Fine - Children's Books | \$0.10/day |
| Overdue Fine - DVD's/Audio Books/ VCR Videos/ Video Games | \$0.50/day |
| | |
| | |
| | |
| | |
| | |

Probation - Code Section 13.00.056

[illegible]

Public Guardian - Code Section 13.00.058

[illegible]

Treasurer - Code Section 13.00.060

| NAME OF FEE | FEE FY 12/13 |
|--|------------------|
| Business Licenses | |
| Amusement Business (Initial Filing Fee Non-Refundable) | \$300.00 |
| Amusement Business (License Fee - Per Day) | \$200.00 |
| Bingo (Annual Fee) | \$50.00 |
| Cardroom (Initial Filing Fee Non-Refundable) | \$300.00 |
| Cardroom (Annual Fee) | \$200.00 |
| Cardroom Table | \$180.00 |
| Dance (Initial Filing Fee Non-Refundable) | \$300.00 |
| Dance (Annual Fee) | \$200.00 |
| Firearms (Process Fee) | \$25.00 |
| Junk Dealer and/or Scrap Metal (Initial Filing Fee Non-Refundable) | \$300.00 |
| Junk Dealer and/or Scrap Metal (Annual Filing Fee) | \$200.00 |
| Massage Establishment Change of Location Fee | Per Resolution |
| Peddler/Itinerant Merchant Business License (Initial Filing Fee Non-Refundable) | \$300.00 |
| Peddler/Itinerant Merchant Business License (Annual Fee) | \$200.00 |
| Picture Arcade | Per Resolution |
| Picture Arcade Employee License | Per Resolution |
| Second Hand Dealer and/or Pawn Broker (Initial Filing Fee Non-Refundable) | \$300.00 |
| Second Hand Dealer and/or Pawn Broker (Annual Fee) | \$200.00 |
| Second Hand Dealer and/or Pawn Broker(Charitable Purpose/ Non-Profit/Fixed Location) | \$1.00 |
| | |
| Miscellaneous | |
| Administrative Fee | \$16.00 |
| CD of Current Tax Roll | \$25.00 |
| CD of Prior Tax Roll (Delinquent) | \$25.00 |
| DMV Hold for Delinquent Vessel Taxes | \$15.00 |
| Duplicate Mobile Home Tax Clearance Certificate | \$30.00 |
| Duplicate Release of Lien | \$20.00 |
| Duplicate Tax Bill | \$1.50 |
| Lot Line/Tenative Parcel Map (Per Parcel) | \$25.00 |
| Microfiche (Copy Per Parcel) | \$1.50 |
| Power to Sell Fee (Secured Prior Year Roll) | \$35.00 |
| Prior Year Payment Plan Fee (Secured & Unsecured) | \$50.00 |
| Research Fee (Per Hour-Increments of 15 Minutes) | \$30.00 |
| Returned Check Fee | \$35.00 |
| Secured Delinquent Cost (2nd Installment Only) | \$20.00 |
| Segregation of Tax Bill (Split into 2 Bills) | \$50.00 |
| Segregation of Tax Bill (Each Additional Bill up to 4 Max) | \$50.00 |
| TSTM/Tract Map (Per Hour - Up to a Maximum of \$100.00 Per Parcel) | Time & Materials |
| Unsecured Collections Rate (Per Hour - Increments of 15 minutes) | \$30.00 |
| Unsecured Reminder Notice (Per Assessment) | \$1.50 |

Community Development & Services Agency General Fees - Code Section 13.20.100

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------------|
| Standard Page Sizes (8-1/2"x11" - 14") B&W | \$0.25/per sheet |
| Standard Page Sizes (8-1/2"x11" - 14") Color | \$1.00/per sheet |
| Page Sizes (11"x17") B&W | \$0.50/per sheet |
| Page Sizes (11"x17") Color | \$2.00/per sheet |
| Page Sizes (18"x24") | \$5.00/sheet |
| Page Sizes (24"x36") and larger | \$10.00/sheet |
| Reproduction Not Done in Office | Actual Cost |
| Audio Provided on CD | \$15.00 |
| Electronic Data Request (data provided via email, add \$10 to place on CD) | \$2.00 per attachment |
| County Counsel or Special Counsel Fees | Actual Cost |
| Recording Processing Fee | \$52.00 |
| (Does not incl. costs to create document nor Recorder's Fees) | |
| Returned Check Fee | \$35.00 |
| | |
| For CDSA permits required to correct work performed or operations that occurred subsequent to notification by CDSA of the violation, the permit fees shall be twice the standard rate. Repeat violators or violations shall be three times the standard rate and no prior notification is required. | |
| | |
| Penalties for Late Payment (annual permits): | |
| 25% if paid 1-30 days past due | |
| 50% if paid 31-60 days past due | |
| Beyond 60 days, 100% plus enforcement costs. | |
| For returned checks, due date is date of original payment. | |
| | |
| Request for Waiver of Penalties with explanation for request must be presented to the CDSA Director for consideration within 30 days for penalty being assessed. Consideration will be given to amount of penalty and option to allow a structured repayment plan with interest on past due amount assessed at rate of 1.5% per month. | |
| | |
| Permit applications withdrawn, by the applicant or by staff due to inactivity, will have 30 days for the Applicant to request in writing a refund of the unused portion of the permit fees/deposits, less a 10% processing fee, or they will be forfeited. | |
| No refunds will be issued once a project has been set for hearing. | |
| Refunds for Building fees shall be per Section 13.20.200. | |
| | |

Community Development & Services Agency General Fees - Code Section 13.20.100

| NAME OF FEE | FEE FY 12/13 |
|---|--------------------------------|
| Cash Deposit - Temporary Use (Chapters 10.20 & 12.105) | \$1,000.00 |
| Cash Deposit - Minor Deferred Improvements | Deposit corresponds |
| | with value of the improvements |
| Deferred Improvement Agreement (single family residential) | \$210.00 |
| Deferred Improvement Agreement (all other uses) | \$420.00 |
| Refund of Cash Deposit | 10% of Deposit |
| | |
| Unverified Complaint Response Fee | Hourly Rate/By Division |
| (charged upon 2nd time of unverified complaint from same person) | |
| | |
| All other service requests not specifically identified in the | |
| fee schedule shall be charged at the applicable Division's | |
| hourly rate, plus materials, outside services and 10% processing fee. | |
| | |
| All reproduction requests less than \$1 in value may be waived due | |
| to processing cost exceeding value of service. | |
| | |
| Enforcement actions resulting in collection/storage of | Actual Cost |
| materials or equipment. | |

Building - Code Section 13.20.200

| NAME OF FEE | Unit | FEE FY 12/13 |
|--|---------------------|-----------------|
| Miscellaneous Items | | |
| Standard Hourly Rate | | \$89.00 |
| New Address Assignment | each parcel | \$45.00 |
| Address Change | each parcel | \$89.00 |
| Antenna | | |
| Cellular/Mobile Phone, free-standing | each | \$402.00 |
| Cellular/Mobile Phone, attached to billing | each | \$268.00 |
| | | |
| Awning/Canopy (up to 300 sq. ft.) | up to 300 s.f. | \$357.00 |
| Each add'l Awning/Canopy (100 sq. ft.) | each add'l 100 s.f. | \$112.00 |
| | | |
| Balcony addition (up to 300 sq. ft.) | up to 300 s.f. | \$357.00 |
| add'l Balcony addition (100 sq. ft.) | each add'l 100 s.f. | \$112.00 |
| | | |
| Carport (up to 300 sq. ft.) | up to 300 s.f. | \$357.00 |
| add'l Carport (100 sq. ft.) | each add'l 100 s.f. | \$112.00 |
| | | |
| Change of Ownership/Occupancy Permit | each | \$223.00 |
| Change of Contractor/Owner/Applicant on File | each | \$45.00 |
| | | |
| Close Existing Openings | | |
| Interior Wall | each | \$201.00 |
| Exterior Wall | each | \$246.00 |
| | | |
| Commercial Coach | each | \$760.00 |
| | | |
| Copies/Record of Permits | each | \$45.00 |
| | | |
| Decks (up to 300 sq. ft.) | up to 300 sq ft | \$357.00 |
| Each add'l Deck (100 sq. ft.) | ea add'l 100 sq ft | \$112.00 |
| | | |
| Demolition | each | \$134.00 |
| | | |
| Door | | |
| New door (non-structural) | each | \$156.00 |
| New door (structural shear wall/masonry) | each | \$268.00 |
| | | |
| Dryrot/Termite Repair | each | \$268.00 |
| | | |
| Miscellaneous Items Cont'd | | |
| Duplicate/Replacement Job Card | each | \$22.00 |

Building - Code Section 13.20.200

| NAME OF FEE | Unit | FEE FY 12/13 |
|---|---------------------|-----------------|
| Fence or Freestanding Wall (non-masonry) | | |
| > 6 feet in height (up to 100 l.f.) | up to 100 l.f. | \$201.00 |
| Each additional 100 lf | each 100 l.f. | \$67.00 |
| Fireplace | | |
| Masonry | each | \$357.00 |
| Pre-Fabricated/Metal/Factory Made | each | \$179.00 |
| Flagpole (over 20 feet in height) | each | \$201.00 |
| Foundation Repair (up to 50 l.f.) | up to 50 l.f. | \$290.00 |
| Each add'l 50 l.f. | ea add'l 50 l.f. | \$67.00 |
| Grading (residential lots) | | |
| 51-100 CY | each | \$134.00 |
| 101-1000 CY | each | \$134.00 |
| 1001-10,000 CY | each | \$268.00 |
| 10,000-100,000 CY | each | \$313.00 |
| over 100,000 CY (each add'l 10,000 CY) | each 10K CY | \$67.00 |
| Garage Conversion (up to 500 sq. ft.) | up to 500 s.f. | \$402.00 |
| Each add'l Garage Conversion (100 sq. ft.) | each add'l 100 s.f. | \$89.00 |
| Lighting Pole/Standard | each | \$223.00 |
| each add'l pole/standard | each | \$67.00 |
| Manufactured Home, Soft Set Permit | each | \$402.00 |
| Manufactured Home/Comm. Coach, Utility Permit | each | \$223.00 |
| Manufactured Homes, Retrofit | each | \$313.00 |
| Moved Building Survey | each | \$223.00 |
| Partition - Commercial, Interior (up to 30 l.f.) | up to 30 l.f. | \$223.00 |
| Additional partition (ea add'l 30 l.f.) | each 30 l.f. | \$67.00 |
| Partition - Residential, Interior (up to 30 l.f.) | up to 30 l.f. | \$156.00 |
| Additional partition (ea add'l 30 l.f.) | each 30 l.f. | \$67.00 |
| Patio Cover/Covered Porch | | |
| Wood frame (up to 300 sq. ft.) | up to 300 s.f. | \$335.00 |
| Metal frame (up to 300 sq. ft.) | up to 300 s.f. | \$313.00 |
| Other frame (up to 300 sq. ft.) | up to 300 s.f. | \$313.00 |
| Each Additional Patio (100 sq. ft.) | each 300 s.f. | \$67.00 |
| Enclosed, wood frame (up to 300 sq. ft.) | up to 300 s.f. | \$380.00 |
| Enclosed, metal frame (up to 300 sq. ft.) | up to 300 s.f. | \$357.00 |

Building - Code Section 13.20.200

| NAME OF FEE | Unit | FEE FY 12/13 |
|--|-------------------|-----------------|
| Enclosed, other frame (up to 300 sq. ft.) | up to 300 s.f. | \$357.00 |
| Additional enclosed patio (ea add'l 300 sq. ft.) | each 300 s.f. | \$67.00 |
| Photovoltaic and/or solar system (Residential) | each | \$201.00 |
| (Non-Residential) Plan Check and Inspection, hourly rate | | \$89.00/ Hour |
| Pile Foundation | | |
| First 10 Piles | up to 10 | \$313.00 |
| Increments of 10 | each 10 | \$67.00 |
| Predevelopment Plan Review | each | \$201.00 |
| Pre-Inspection (first hour) | each | \$112.00 |
| Pre-Inspection (each add'l hour) | hourly rate | \$89.00 |
| Stucco Applications | up to 40 l.f. | \$201.00 |
| Additional Stucco Application | each 40 l.f. | \$45.00 |
| Reconnect Gas and/or Electrical Service | each 50 l.f. | \$134.00 |
| Retaining Wall (all types) | | |
| (up to 50 lf) | up to 50 l.f. | \$290.00 |
| Each Additional Retaining Wall (50 l.f.) | each 50 l.f. | \$67.00 |
| Remodel - Residential | | |
| Less than 300 s.f. | up to 300 s.f. | \$313.00 |
| Kitchen | up to 300 s.f. | \$402.00 |
| Bath | up to 300 s.f. | \$402.00 |
| Each Additional Remodel (100 sq. ft.) | each 100 s.f. | \$89.00 |
| Re-roof (Shingles only) First 10 Squares | First 10 squ | \$112.00 |
| Additional 10 squares | Each Add'l 10 squ | \$45.00 |
| Re-roof (Sheathing) First 10 Squares | First 10 squ | \$201.00 |
| Additional 10 squares | Each Add'l 10 squ | \$45.00 |
| Roof Structure Replacement | up to 500 s.f. | \$313.00 |
| Additional roof structure replacement | each 100 s.f. | \$67.00 |
| Room Addition - First Story | | |
| Up to 500 s.f. | up to 500 s.f. | \$715.00 |
| Each Additional Room Addition (each 100 s.f.) | each 100 s.f. | \$67.00 |
| Room Addition - Multi-story | | |
| Up to 500 s.f. | up to 500 s.f. | \$849.00 |
| Each Additional Room Addition (each 100 s.f.) | each 100 s.f. | \$67.00 |

Building - Code Section 13.20.200

| NAME OF FEE | Unit | FEE FY 12/13 |
|---|---------------|-----------------|
| Sauna - steam | each | \$268.00 |
| Siding | | |
| All Siding up to 40 l.f. | up to 40 l.f. | \$156.00 |
| Additional siding | add'l 40 l.f. | \$45.00 |
| | | |
| Signs | | |
| Engineered | each | \$268.00 |
| Engineered with Electric | each | \$357.00 |
| Non-Engineered | | \$223.00 |
| Non-Engineered with Electric | | \$268.00 |
| Each additional sign (all types) | | \$67.00 |
| | | |
| Skylight | | |
| Less than 10 sf | each | \$134.00 |
| Greater than 10 sf of structural | each | \$223.00 |
| | | |
| Spa or Hot Tub (Pre-fabricated) | each | \$134.00 |
| | | |
| Stairs - First Flight | first flight | \$201.00 |
| Each additional flight | per flight | \$67.00 |
| Storage Racks | | |
| 0-8' high (up to 100 lf) | first 100 lf | \$223.00 |
| Each additional 100 lf | each 100 lf | \$112.00 |
| over 8' high (up to 100 lf) | first 100 lf | \$313.00 |
| Each additional 100 lf | each 100 lf | \$112.00 |
| | | |
| Storage Shed - Residential (over 120 s.f. - 500 s.f.) | | \$313.00 |
| | | |
| Swimming Pool/Spa | | |
| Vinyl-lined (up to 800 s.f.) | each | \$313.00 |
| Fiberglass | each | \$402.00 |
| Gunite (up to 800 s.f.) | each | \$492.00 |
| Each Additional pool (over 800 s.f.) | each 100 s.f. | \$67.00 |
| Public pool (up to 800 sf) | each | \$536.00 |
| Public pool (over 800 sf) | each | \$715.00 |
| Tanks | | |
| Above Ground | each | \$357.00 |
| Below Ground | each | \$447.00 |
| | | |
| Temporary Construction Trailer | each | \$268.00 |
| Temporary Sales Trailer | each | \$492.00 |
| Temporary Travel Trailer | each | \$268.00 |
| Temporary Model Home Sales Office | each | \$357.00 |
| Temporary Model Home Sales Office w/Restroom | each | \$492.00 |

Building - Code Section 13.20.200

| NAME OF FEE | Unit | FEE FY 12/13 |
|--|--------------|------------------|
| Window or Sliding Glass Door | | |
| Replacement/Retrofit (First 5) | First 5 | \$179.00 |
| Each additional after 5 Windows | each add'l | \$16.00 |
| New Window (non structural) (First 5) | First 5 | \$201.00 |
| Each additional after 5 Windows | each add'l | \$16.00 |
| New Window (structural shear wall/masonry) | First 5 | \$313.00 |
| Each additional after 5 Windows | each add'l | \$16.00 |
| Alternate Methods & Materials Review | First Review | \$268.00 |
| Each additional review | hourly | \$89.00 |
| Disabled Access Compliance Inspection | each | \$156.00 |
| Supplemental Plan Check Fee (per hour) | Per Hour | \$112.00 |
| Re-Insection Fee (per hour) | Per Hour | \$112.00 |
| Fire-Specific Items | | |
| Fire Permit Handling Fee | Each | \$89.00 |
| Fire Sprinkler Structural Review | Each | \$201.00 |
| After Hours Call-Out (Scheduled) Min. 2 hrs | per hour | \$179.00 |
| Fire Mitigation Study Fees | | Per Resolution |
| Building Division: General Fees | | |
| Hourly Rate** - New Construction Building, Plan Check, Inspections and Special Inspections when no permit is required. | | \$93.00 per hour |
| Plumbing, Electrical, Mechanical & Miscellaneous: | | \$89.00 per hour |
| - Inspections Outside Normal Hours - 2 Hr. Min. | | |
| - Reinspection Fees assessed under provisions of Section 108.8 | | |
| - Inspection for which no fee is specified - 1/2 Hr. Min. | | |
| - Additional Plan review required by changes, additions, revisions - 1/2 hour min.* | | |
| - Plan resubmissions without specified corrections charged on a per hour basis.* | | |
| - Mobile Home Installation without permit penalty | | \$750.00 |
| * Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building | | |

Building - Code Section 13.20.200

| NAME OF FEE | Unit | FEE FY 12/13 |
|--|--|-----------------|
| Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing "circumstances beyond the control of the applicant" have prevented action from being taken. No application shall be extended more than once. In order to renew action on an applicaton after expiration, the applicant shall resubmit plans and pay a new plan review fee. | | |
| | | |
| ** Or the total hourly costs to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. | | |
| | | |
| Duplicate Job Cards | | \$10.00 |
| Mailed or Faxed copies of file information | See Community Development General Fees | |
| Document Archival Fee (applied to all Building Permits) | See Community Development General Fees | |
| | | |
| FEE REFUNDS: (Per section 107.6 CBC 2001): The Building Official may authorize refunding of any fee paid here under which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under the permit issued in accordance with this code. | | |
| The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. | | |
| The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee days after not later than 180 the date of fee payment. | | |

Building - Code Section 13.20.200

Consolidated Schedule of Actual Cost of Services P/C & Insp Combined (All Construction Types)

| Occ. Class | UBC/IBC/ICC Occupancy Type | Project Size Threshold | Construction Types: I FR, II FR | | Construction Types: II 1-HR, III 1-HR, V 1-HR | | Construction Types: II N, III N, IV, V, N | |
|------------|-------------------------------|---------------------------|-------------------------------------|---|--|---|--|---|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* |
| A-1 | Assembly Group - Theaters | 2,000 | \$4,564 | \$5.29 | \$3,803 | \$4.41 | \$3,043 | \$3.53 |
| | | 10,000 | \$4,987 | \$19.85 | \$4,156 | \$16.54 | \$3,325 | \$13.23 |
| | | 20,000 | \$6,972 | \$7.84 | \$5,810 | \$6.53 | \$4,648 | \$5.23 |
| | | 40,000 | \$8,540 | \$4.58 | \$7,116 | \$3.82 | \$5,694 | \$3.06 |
| | | 100,000 | \$11,290 | \$4.21 | \$9,408 | \$3.51 | \$7,527 | \$2.81 |
| | | 200,000 | \$15,500 | \$7.75 | \$12,916 | \$6.46 | \$10,334 | \$5.17 |
| A-2 | Church | 1,000 | \$5,559 | \$13.01 | \$4,632 | \$10.85 | \$3,706 | \$8.68 |
| | | 5,000 | \$6,079 | \$48.55 | \$5,066 | \$40.46 | \$4,053 | \$32.37 |
| | | 10,000 | \$8,507 | \$18.83 | \$7,089 | \$15.69 | \$5,671 | \$12.55 |
| | | 20,000 | \$10,390 | \$16.72 | \$8,658 | \$13.93 | \$6,926 | \$11.14 |
| | | 40,000 | \$13,733 | \$12.73 | \$11,444 | \$10.61 | \$9,155 | \$8.49 |
| | | 80,000 | \$18,826 | \$23.53 | \$15,688 | \$19.61 | \$12,550 | \$15.69 |
| A-2.1 | Auditorium | 5,000 | \$7,888 | \$3.40 | \$6,573 | \$2.84 | \$5,258 | \$2.27 |
| | | 25,000 | \$8,568 | \$13.42 | \$7,140 | \$11.18 | \$5,712 | \$8.94 |
| | | 50,000 | \$11,922 | \$5.92 | \$9,935 | \$4.93 | \$7,948 | \$3.94 |
| | | 100,000 | \$14,880 | \$3.24 | \$12,400 | \$2.70 | \$9,920 | \$2.16 |
| | | 250,000 | \$19,740 | \$2.98 | \$16,450 | \$2.48 | \$13,160 | \$1.98 |
| | | 500,000 | \$27,180 | \$5.44 | \$22,650 | \$4.53 | \$18,120 | \$3.62 |
| A-2.1 | Restaurant | 1,000 | \$6,029 | \$14.20 | \$5,024 | \$11.83 | \$4,019 | \$9.47 |
| | | 5,000 | \$6,597 | \$52.74 | \$5,498 | \$43.95 | \$4,398 | \$35.16 |
| | | 10,000 | \$9,234 | \$20.29 | \$7,695 | \$16.91 | \$6,156 | \$13.53 |
| | | 20,000 | \$11,263 | \$12.08 | \$9,386 | \$10.06 | \$7,509 | \$8.05 |
| | | 50,000 | \$14,886 | \$11.00 | \$12,405 | \$9.17 | \$9,924 | \$7.34 |
| | | 100,000 | \$20,388 | \$20.39 | \$16,990 | \$16.99 | \$13,592 | \$13.59 |
| A-3 | Small Assembly Building | 200 | \$4,345 | \$48.99 | \$3,621 | \$40.83 | \$2,897 | \$32.66 |
| | | 1,000 | \$4,737 | \$187.35 | \$3,948 | \$156.13 | \$3,158 | \$124.90 |
| | | 2,000 | \$6,611 | \$77.24 | \$5,509 | \$64.36 | \$4,407 | \$51.49 |
| | | 4,000 | \$8,155 | \$44.03 | \$6,796 | \$36.69 | \$5,437 | \$29.35 |
| | | 10,000 | \$10,797 | \$40.38 | \$8,998 | \$33.65 | \$7,198 | \$26.92 |
| | | 20,000 | \$14,835 | \$74.18 | \$12,363 | \$61.81 | \$9,890 | \$49.45 |
| A-4 | Assembly Group - Stadium | 5,000 | \$12,938 | \$6.19 | \$10,781 | \$5.16 | \$8,625 | \$4.13 |
| | | 25,000 | \$14,175 | \$22.77 | \$11,813 | \$18.98 | \$9,450 | \$15.18 |
| | | 50,000 | \$19,868 | \$8.50 | \$16,556 | \$7.09 | \$13,245 | \$5.67 |
| | | 100,000 | \$24,120 | \$5.17 | \$20,100 | \$4.31 | \$16,080 | \$3.45 |
| | | 250,000 | \$31,875 | \$4.68 | \$26,563 | \$3.90 | \$21,250 | \$3.12 |
| | | 500,000 | \$43,575 | \$8.72 | \$36,313 | \$7.26 | \$29,050 | \$5.81 |
| A | All A - TI | 500 | \$2,099 | \$8.85 | \$1,749 | \$7.38 | \$1,399 | \$5.90 |
| | | 2,500 | \$2,276 | \$35.44 | \$1,897 | \$29.53 | \$1,517 | \$23.62 |
| | | 5,000 | \$3,162 | \$16.10 | \$2,635 | \$13.42 | \$2,108 | \$10.74 |
| | | 10,000 | \$3,967 | \$8.65 | \$3,306 | \$7.21 | \$2,645 | \$5.77 |
| | | 25,000 | \$5,265 | \$8.00 | \$4,388 | \$6.67 | \$3,510 | \$5.34 |
| | | 50,000 | \$7,266 | \$14.53 | \$6,055 | \$12.11 | \$4,844 | \$9.69 |
| B | Medical Offices - Complete | 1,000 | \$6,508 | \$15.68 | \$5,423 | \$13.06 | \$4,339 | \$10.45 |
| | | 5,000 | \$7,135 | \$57.38 | \$5,946 | \$47.81 | \$4,757 | \$38.25 |
| | | 10,000 | \$10,004 | \$21.23 | \$8,336 | \$17.69 | \$6,669 | \$14.15 |
| | | 20,000 | \$12,126 | \$12.96 | \$10,105 | \$10.80 | \$8,084 | \$8.64 |
| | | 50,000 | \$16,013 | \$11.78 | \$13,344 | \$9.81 | \$10,675 | \$7.85 |
| | | 100,000 | \$21,900 | \$21.90 | \$18,250 | \$18.25 | \$14,600 | \$14.60 |
| B | Offices, etc. - TI | 500 | \$3,599 | \$15.84 | \$3,000 | \$13.20 | \$2,400 | \$10.56 |
| | | 2,500 | \$3,916 | \$61.61 | \$3,263 | \$51.34 | \$2,611 | \$41.07 |
| | | 5,000 | \$5,456 | \$26.33 | \$4,547 | \$21.94 | \$3,638 | \$17.55 |
| | | 10,000 | \$6,773 | \$14.68 | \$5,644 | \$12.23 | \$4,515 | \$9.78 |
| | | 25,000 | \$8,974 | \$13.52 | \$7,478 | \$11.26 | \$5,983 | \$9.01 |
| | | 50,000 | \$12,353 | \$24.71 | \$10,294 | \$20.59 | \$8,235 | \$16.47 |

Building - Code Section 13.20.200

**Consolidated Schedule of Actual Cost of Services
P/C & Insp Combined (All Construction Types)**

| Consolidated Schedule of Actual Cost of Services P/C & Insp Combined (All Construction Types) | | | Construction Types: I FR,II FR | | Construction Types: II 1-HR, III 1-HR, V 1-HR | | Construction Types: II N, III N, IV, V, N | |
|--|--|---------------------------|-------------------------------------|---|--|---|--|---|
| Occ. Class | UBC/IBC/ICC Occupancy Type | Project Size Threshold | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* |
| B | Office, etc. - Complete | 1,000 | \$5,666 | \$13.99 | \$4,722 | \$11.66 | \$3,777 | \$9.33 |
| | | 5,000 | \$6,226 | \$50.36 | \$5,188 | \$41.96 | \$4,151 | \$33.57 |
| | | 10,000 | \$8,744 | \$17.84 | \$7,286 | \$14.86 | \$5,829 | \$11.89 |
| | | 20,000 | \$10,527 | \$11.19 | \$8,773 | \$9.32 | \$7,018 | \$7.46 |
| | | 50,000 | \$13,883 | \$10.16 | \$11,569 | \$8.46 | \$9,255 | \$6.77 |
| | | 100,000 | \$18,960 | \$18.96 | \$15,800 | \$15.80 | \$12,640 | \$12.64 |
| E | Educational Building - Complete | 2,000 | \$9,069 | \$9.81 | \$7,558 | \$8.17 | \$6,046 | \$6.54 |
| | | 10,000 | \$9,854 | \$38.57 | \$8,211 | \$32.14 | \$6,569 | \$25.71 |
| | | 20,000 | \$13,710 | \$16.92 | \$11,425 | \$14.10 | \$9,140 | \$11.28 |
| | K-12, Private Daycare included elsewhere. | 40,000 | \$17,094 | \$9.29 | \$14,245 | \$7.74 | \$11,396 | \$6.19 |
| | | 100,000 | \$22,665 | \$8.57 | \$18,888 | \$7.14 | \$15,110 | \$5.71 |
| | | 200,000 | \$31,230 | \$15.62 | \$26,025 | \$13.01 | \$20,820 | \$10.41 |
| E-3 | Day Care Facility - Complete | 1,000 | \$7,047 | \$15.72 | \$5,872 | \$13.10 | \$4,698 | \$10.48 |
| | | 5,000 | \$7,676 | \$60.54 | \$6,396 | \$50.45 | \$5,117 | \$40.36 |
| | | 10,000 | \$10,703 | \$25.40 | \$8,919 | \$21.16 | \$7,135 | \$16.93 |
| | | 20,000 | \$13,242 | \$14.31 | \$11,035 | \$11.93 | \$8,828 | \$9.54 |
| | | 50,000 | \$17,535 | \$13.17 | \$14,613 | \$10.98 | \$11,690 | \$8.78 |
| | | 100,000 | \$24,120 | \$24.12 | \$20,100 | \$20.10 | \$16,080 | \$16.08 |
| E-3 | All Educational Facilities - TI | 500 | \$2,789 | \$11.67 | \$2,325 | \$9.73 | \$1,860 | \$7.78 |
| | | 2,500 | \$3,023 | \$46.97 | \$2,519 | \$39.14 | \$2,015 | \$31.31 |
| | | 5,000 | \$4,197 | \$21.57 | \$3,498 | \$17.98 | \$2,798 | \$14.38 |
| | | 10,000 | \$5,276 | \$11.53 | \$4,396 | \$9.61 | \$3,517 | \$7.69 |
| | | 25,000 | \$7,005 | \$10.68 | \$5,838 | \$8.90 | \$4,670 | \$7.12 |
| | | 50,000 | \$9,675 | \$19.35 | \$8,063 | \$16.13 | \$6,450 | \$12.90 |
| F-1 | Industrial Building - Complete | 5,000 | \$10,453 | \$5.07 | \$8,711 | \$4.23 | \$6,969 | \$3.38 |
| | | 25,000 | \$11,468 | \$18.48 | \$9,556 | \$15.40 | \$7,645 | \$12.32 |
| F-2 | | 50,000 | \$16,088 | \$6.74 | \$13,406 | \$5.61 | \$10,725 | \$4.49 |
| | | 100,000 | \$19,455 | \$4.16 | \$16,213 | \$3.46 | \$12,970 | \$2.77 |
| | | 250,000 | \$25,688 | \$3.77 | \$21,406 | \$3.14 | \$17,125 | \$2.51 |
| | | 500,000 | \$35,100 | \$7.02 | \$29,250 | \$5.85 | \$23,400 | \$4.68 |
| | | | | | | | | |
| F-1 | Warehouse | 5,000 | \$9,603 | \$4.77 | \$8,003 | \$3.97 | \$6,402 | \$3.18 |
| | | 25,000 | \$10,556 | \$17.09 | \$8,797 | \$14.24 | \$7,038 | \$11.39 |
| F-2 | | 50,000 | \$14,828 | \$6.02 | \$12,356 | \$5.01 | \$9,885 | \$4.01 |
| | | 100,000 | \$17,835 | \$3.79 | \$14,863 | \$3.15 | \$11,890 | \$2.52 |
| | | 250,000 | \$23,513 | \$3.44 | \$19,594 | \$2.86 | \$15,675 | \$2.29 |
| | | 500,000 | \$32,100 | \$6.42 | \$26,750 | \$5.35 | \$21,400 | \$4.28 |
| | | | | | | | | |
| F | All F Occupancy TI | 1,000 | \$3,658 | \$7.87 | \$3,048 | \$6.56 | \$2,439 | \$5.24 |
| | | 5,000 | \$3,973 | \$31.07 | \$3,311 | \$25.89 | \$2,649 | \$20.71 |
| | | 10,000 | \$5,526 | \$13.74 | \$4,605 | \$11.45 | \$3,684 | \$9.16 |
| | | 20,000 | \$6,900 | \$7.50 | \$5,750 | \$6.25 | \$4,600 | \$5.00 |
| | | 50,000 | \$9,150 | \$6.93 | \$7,625 | \$5.78 | \$6,100 | \$4.62 |
| | | 100,000 | \$12,615 | \$12.62 | \$10,513 | \$10.51 | \$8,410 | \$8.41 |
| H-1 | High Hazard | 1,000 | \$5,700 | \$12.42 | \$4,750 | \$10.35 | \$3,800 | \$8.28 |
| | | 5,000 | \$6,197 | \$48.60 | \$5,164 | \$40.50 | \$4,132 | \$32.40 |
| | | 10,000 | \$8,627 | \$21.11 | \$7,189 | \$17.59 | \$5,752 | \$14.07 |
| | | 20,000 | \$10,738 | \$11.66 | \$8,948 | \$9.71 | \$7,159 | \$7.77 |
| | | 50,000 | \$14,235 | \$10.75 | \$11,862 | \$8.96 | \$9,490 | \$7.17 |
| | | 100,000 | \$19,610 | \$19.61 | \$16,341 | \$16.34 | \$13,074 | \$13.07 |
| H-2 | Moderate Hazard & Repair Garages | 1,000 | \$7,413 | \$16.56 | \$6,177 | \$13.80 | \$4,942 | \$11.04 |
| 5,000 | | \$8,075 | \$63.74 | \$6,729 | \$53.11 | \$5,384 | \$42.49 | |
| 10,000 | | \$11,262 | \$26.64 | \$9,385 | \$22.20 | \$7,508 | \$17.76 | |
| 20,000 | | \$13,926 | \$15.06 | \$11,605 | \$12.55 | \$9,284 | \$10.04 | |
| 50,000 | | \$18,443 | \$13.85 | \$15,369 | \$11.54 | \$12,295 | \$9.23 | |
| H-4 | | 100,000 | \$25,365 | \$25.37 | \$21,138 | \$21.14 | \$16,910 | \$16.91 |

Building - Code Section 13.20.200

Consolidated Schedule of Actual Cost of Services P/C & Insp Combined (All Construction Types)

| Occ. Class | UBC/IBC/ICC Occupancy Type | Project Size Threshold | Construction Types: I FR, II FR | | Construction Types: II 1-HR, III 1-HR, V 1-HR | | Construction Types: II N, III N, IV, V, N | |
|------------|--------------------------------|---------------------------|-------------------------------------|---|--|---|--|---|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* |
| H-5 | Aircraft Hangar | 5,000 | \$10,657 | \$4.15 | \$8,881 | \$3.46 | \$7,105 | \$2.77 |
| | | 25,000 | \$11,486 | \$17.57 | \$9,572 | \$14.64 | \$7,658 | \$11.71 |
| | | 50,000 | \$15,878 | \$8.84 | \$13,231 | \$7.36 | \$10,585 | \$5.89 |
| | | 100,000 | \$20,295 | \$4.47 | \$16,913 | \$3.73 | \$13,530 | \$2.98 |
| | | 250,000 | \$27,000 | \$4.17 | \$22,500 | \$3.48 | \$18,000 | \$2.78 |
| | | 500,000 | \$37,425 | \$7.49 | \$31,188 | \$6.24 | \$24,950 | \$4.99 |
| H-6 | Semiconductor Fabrication | 5,000 | \$13,315 | \$5.44 | \$11,096 | \$4.54 | \$8,877 | \$3.63 |
| H-7 | Health Hazard | 25,000 | \$14,404 | \$22.28 | \$12,003 | \$18.56 | \$9,603 | \$14.85 |
| | | 50,000 | \$19,973 | \$10.55 | \$16,644 | \$8.79 | \$13,315 | \$7.03 |
| | | 100,000 | \$25,245 | \$5.52 | \$21,038 | \$4.60 | \$16,830 | \$3.68 |
| | | 250,000 | \$33,525 | \$5.13 | \$27,938 | \$4.28 | \$22,350 | \$3.42 |
| | | 500,000 | \$46,350 | \$9.27 | \$38,625 | \$7.73 | \$30,900 | \$6.18 |
| H-1 | Hazardous TI - H-1 through H-5 | 1,000 | \$4,485 | \$8.37 | \$3,738 | \$6.98 | \$2,990 | \$5.58 |
| H-2 | | 5,000 | \$4,820 | \$36.50 | \$4,017 | \$30.41 | \$3,214 | \$24.33 |
| H-3 | | 10,000 | \$6,645 | \$19.29 | \$5,538 | \$16.08 | \$4,430 | \$12.86 |
| H-4 | | 20,000 | \$8,574 | \$9.50 | \$7,145 | \$7.91 | \$5,716 | \$6.33 |
| H-5 | | 50,000 | \$11,423 | \$8.90 | \$9,519 | \$7.41 | \$7,615 | \$5.93 |
| | | 100,000 | \$15,870 | \$15.87 | \$13,225 | \$13.23 | \$10,580 | \$10.58 |
| H-6 | Hazardous TI - H-6 and H-7 | 1,000 | \$4,181 | \$8.11 | \$3,484 | \$6.76 | \$2,787 | \$5.41 |
| H-7 | | 5,000 | \$4,505 | \$34.43 | \$3,754 | \$28.69 | \$3,004 | \$22.95 |
| | | 10,000 | \$6,227 | \$17.39 | \$5,189 | \$14.49 | \$4,151 | \$11.59 |
| | | 20,000 | \$7,965 | \$8.78 | \$6,638 | \$7.31 | \$5,310 | \$5.85 |
| | | 50,000 | \$10,598 | \$8.21 | \$8,831 | \$6.84 | \$7,065 | \$5.47 |
| | | 100,000 | \$14,700 | \$14.70 | \$12,250 | \$12.25 | \$9,800 | \$9.80 |
| M | Retail Sales - Complete | 1,000 | \$21,465 | \$56.76 | \$17,887 | \$47.30 | \$14,310 | \$37.84 |
| | | 5,000 | \$23,735 | \$195.44 | \$19,779 | \$162.86 | \$15,824 | \$130.29 |
| | | 10,000 | \$33,507 | \$60.45 | \$27,923 | \$50.38 | \$22,338 | \$40.30 |
| | | 20,000 | \$39,552 | \$41.51 | \$32,960 | \$34.59 | \$26,368 | \$27.67 |
| | | 50,000 | \$52,005 | \$37.20 | \$43,338 | \$31.00 | \$34,670 | \$24.80 |
| | | 100,000 | \$70,605 | \$70.61 | \$58,838 | \$58.84 | \$47,070 | \$47.07 |
| M | Retail Sales - TI | 1,000 | \$4,123 | \$9.18 | \$3,436 | \$7.65 | \$2,749 | \$6.12 |
| | | 5,000 | \$4,490 | \$35.42 | \$3,742 | \$29.51 | \$2,994 | \$23.61 |
| | | 10,000 | \$6,261 | \$14.88 | \$5,218 | \$12.40 | \$4,174 | \$9.92 |
| | | 20,000 | \$7,749 | \$8.40 | \$6,458 | \$7.00 | \$5,166 | \$5.60 |
| | | 50,000 | \$10,268 | \$7.70 | \$8,556 | \$6.41 | \$6,845 | \$5.13 |
| | | 100,000 | \$14,115 | \$14.12 | \$11,763 | \$11.76 | \$9,410 | \$9.41 |
| R-1 | Hotel Low/Mid Rise - Complete | 10,000 | \$31,505 | \$8.54 | \$26,254 | \$7.12 | \$21,003 | \$5.69 |
| | | 50,000 | \$34,920 | \$28.92 | \$29,100 | \$24.10 | \$23,280 | \$19.28 |
| | | 100,000 | \$49,380 | \$8.49 | \$41,150 | \$7.07 | \$32,920 | \$5.66 |
| | | 200,000 | \$57,870 | \$6.04 | \$48,225 | \$5.03 | \$38,580 | \$4.02 |
| | | 500,000 | \$75,975 | \$5.42 | \$63,313 | \$4.51 | \$50,650 | \$3.61 |
| | | 1,000,000 | \$103,050 | \$10.31 | \$85,875 | \$8.59 | \$68,700 | \$6.87 |
| R-1 | Hotel Low/Mid Rise - TI | 1,000 | \$4,615 | \$10.84 | \$3,846 | \$9.03 | \$3,077 | \$7.23 |
| | | 5,000 | \$5,049 | \$40.32 | \$4,208 | \$33.60 | \$3,366 | \$26.88 |
| | | 10,000 | \$7,065 | \$15.60 | \$5,888 | \$13.00 | \$4,710 | \$10.40 |
| | | 20,000 | \$8,625 | \$9.25 | \$7,188 | \$7.71 | \$5,750 | \$6.17 |
| | | 50,000 | \$11,400 | \$8.43 | \$9,500 | \$7.03 | \$7,600 | \$5.62 |
| | | 100,000 | \$15,615 | \$15.62 | \$13,013 | \$13.01 | \$10,410 | \$10.41 |
| R-1 | Hotel High Rise - Complete | 20,000 | \$40,792 | \$5.72 | \$33,992 | \$4.77 | \$27,196 | \$3.82 |
| | | 100,000 | \$45,370 | \$18.99 | \$37,807 | \$15.82 | \$30,248 | \$12.66 |
| | | 200,000 | \$64,360 | \$5.10 | \$53,631 | \$4.25 | \$42,909 | \$3.40 |
| | | 400,000 | \$74,560 | \$3.87 | \$62,131 | \$3.23 | \$49,709 | \$2.58 |
| | | 1,000,000 | \$97,800 | \$3.42 | \$81,497 | \$2.85 | \$65,203 | \$2.28 |
| | | 2,000,000 | \$132,000 | \$6.60 | \$109,996 | \$5.50 | \$88,004 | \$4.40 |

Building - Code Section 13.20.200

Consolidated Schedule of Actual Cost of Services P/C & Insp Combined (All Construction Types)

| Occ. Class | UBC/IBC/ICC Occupancy Type | Project Size Threshold | Construction Types: I FR, II FR | | Construction Types: II 1-HR, III 1-HR, V 1-HR | | Construction Types: II N, III N, IV, V, N | |
|------------|--|---------------------------|-------------------------------------|---|--|---|--|---|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* |
| R-1 | Hotel High Rise - TI | 5,000 | \$3,951 | \$1.84 | \$3,292 | \$1.53 | \$2,634 | \$1.22 |
| | | 25,000 | \$4,318 | \$6.89 | \$3,598 | \$5.74 | \$2,878 | \$4.59 |
| | Hotel and motel mid/high-rise structure of 5 floors or more. | 50,000 | \$6,040 | \$2.70 | \$5,033 | \$2.25 | \$4,027 | \$1.80 |
| | | 100,000 | \$7,390 | \$1.59 | \$6,158 | \$1.32 | \$4,927 | \$1.06 |
| | | 250,000 | \$9,775 | \$1.45 | \$8,146 | \$1.21 | \$6,517 | \$0.97 |
| | | 500,000 | \$13,400 | \$2.68 | \$11,166 | \$2.23 | \$8,934 | \$1.79 |
| R-1 | Apartment Building/Condo - Model/Standard Plan | 5,000 | \$21,934 | \$11.94 | \$18,278 | \$9.95 | \$14,623 | \$7.96 |
| | | 25,000 | \$24,323 | \$40.38 | \$20,269 | \$33.65 | \$16,215 | \$26.92 |
| | | 50,000 | \$34,418 | \$11.69 | \$28,681 | \$9.74 | \$22,945 | \$7.79 |
| | Sq ft of entire building not relative of # of units | 100,000 | \$40,260 | \$8.41 | \$33,550 | \$7.01 | \$26,840 | \$5.61 |
| | | 250,000 | \$52,875 | \$7.50 | \$44,063 | \$6.25 | \$35,250 | \$5.00 |
| | | 500,000 | \$71,625 | \$14.33 | \$59,688 | \$11.94 | \$47,750 | \$9.55 |
| R-1 | Apartment Building/Condo - Production Phase | 5,000 | \$16,660 | \$10.86 | \$13,883 | \$9.05 | \$11,107 | \$7.24 |
| | | 25,000 | \$18,833 | \$32.88 | \$15,694 | \$27.40 | \$12,555 | \$21.92 |
| | | 50,000 | \$27,053 | \$5.48 | \$22,544 | \$4.56 | \$18,035 | \$3.65 |
| | Sq ft of entire building not relative of # of units | 100,000 | \$29,790 | \$5.97 | \$24,825 | \$4.97 | \$19,860 | \$3.98 |
| | | 250,000 | \$38,738 | \$5.12 | \$32,281 | \$4.26 | \$25,825 | \$3.41 |
| | | 500,000 | \$51,525 | \$10.31 | \$42,938 | \$8.59 | \$34,350 | \$6.87 |
| R-1 | Condominium/Apt. - TI | 500 | \$3,167 | \$14.46 | \$2,639 | \$12.05 | \$2,111 | \$9.64 |
| | | 2,500 | \$3,456 | \$54.84 | \$2,880 | \$45.70 | \$2,304 | \$36.56 |
| | Used only when submitted separately from "Standard Plan" permit. | 5,000 | \$4,827 | \$22.17 | \$4,023 | \$18.48 | \$3,218 | \$14.78 |
| | | 10,000 | \$5,936 | \$12.81 | \$4,946 | \$10.67 | \$3,957 | \$8.54 |
| | | 25,000 | \$7,856 | \$11.72 | \$6,547 | \$9.76 | \$5,238 | \$7.81 |
| | | 50,000 | \$10,785 | \$21.57 | \$8,988 | \$17.98 | \$7,190 | \$14.38 |
| R-3 | Custom/Model | 1,000 | n.a | n.a | n.a | n.a | \$3,451 | \$32.64 |
| | | 2,000 | n.a | n.a | n.a | n.a | \$3,777 | \$83.96 |
| | | 3,000 | n.a | n.a | n.a | n.a | \$4,617 | \$69.94 |
| | | 4,000 | n.a | n.a | n.a | n.a | \$5,316 | \$76.96 |
| | | 5,000 | n.a | n.a | n.a | n.a | \$6,086 | \$54.10 |
| | | 10,000 | n.a | n.a | n.a | n.a | \$8,791 | \$87.91 |
| R-3 | Production Phase | 1,000 | n.a | n.a | n.a | n.a | \$2,343 | \$18.66 |
| | | 2,000 | n.a | n.a | n.a | n.a | \$2,530 | \$60.62 |
| | | 3,000 | n.a | n.a | n.a | n.a | \$3,136 | \$55.98 |
| | | 4,000 | n.a | n.a | n.a | n.a | \$3,696 | \$18.65 |
| | | 5,000 | n.a | n.a | n.a | n.a | \$3,883 | \$32.65 |
| | | 10,000 | n.a | n.a | n.a | n.a | \$5,515 | \$55.15 |
| R-3 | Alternate Materials | 1,000 | n.a | n.a | n.a | n.a | \$3,614 | \$41.98 |
| | | 2,000 | n.a | n.a | n.a | n.a | \$4,034 | \$104.92 |
| | | 3,000 | n.a | n.a | n.a | n.a | \$5,083 | \$81.60 |
| | | 4,000 | n.a | n.a | n.a | n.a | \$5,899 | \$72.28 |
| | | 5,000 | n.a | n.a | n.a | n.a | \$6,622 | \$55.04 |
| | | 10,000 | n.a | n.a | n.a | n.a | \$9,374 | \$93.74 |
| R-3 | Manufactured Home - Complete | 500 | \$1,704 | \$33.19 | \$1,420 | \$27.66 | \$1,136 | \$22.13 |
| | | 1,000 | \$1,870 | \$150.71 | \$1,558 | \$125.59 | \$1,247 | \$100.47 |
| | Permanent foundation; Includes utility fees | 1,500 | \$2,623 | \$109.55 | \$2,186 | \$91.29 | \$1,749 | \$73.03 |
| | | 2,000 | \$3,171 | \$202.80 | \$2,643 | \$169.00 | \$2,114 | \$135.20 |
| | | 2,500 | \$4,185 | \$306.90 | \$3,488 | \$255.75 | \$2,790 | \$204.60 |
| | | 3,000 | \$5,720 | \$190.65 | \$4,766 | \$158.88 | \$3,813 | \$127.10 |
| R-3 | Factory Built Dwelling -Complete | 1,000 | \$3,549 | \$38.37 | \$2,957 | \$31.98 | \$2,366 | \$25.58 |
| | | 2,000 | \$3,932 | \$162.87 | \$3,277 | \$135.73 | \$2,622 | \$108.58 |
| | Factory built residence constructed to requirements. | 3,000 | \$5,561 | \$95.91 | \$4,634 | \$79.93 | \$3,707 | \$63.94 |
| | | 4,000 | \$6,520 | \$204.33 | \$5,434 | \$170.28 | \$4,347 | \$136.22 |
| | | 5,000 | \$8,564 | \$60.84 | \$7,136 | \$50.70 | \$5,709 | \$40.56 |
| | | 10,000 | \$11,606 | \$116.06 | \$9,671 | \$96.71 | \$7,737 | \$77.37 |

Building - Code Section 13.20.200

Consolidated Schedule of Actual Cost of Services P/C & Insp Combined (All Construction Types)

| Occ. Class | UBC/IBC/ICC Occupancy Type | Project Size Threshold | Construction Types: I FR, II FR | | Construction Types: II 1-HR, III 1-HR, V 1-HR | | Construction Types: II N, III N, IV, V, N | |
|------------|-------------------------------|---------------------------|-------------------------------------|---|--|---|--|---|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* |
| R-2.2.1 | Residential Care Facility | 250 | \$3,790 | \$37.41 | \$3,158 | \$31.18 | \$2,527 | \$24.94 |
| | Ambulatory 6 or less | 1,250 | \$4,164 | \$134.71 | \$3,470 | \$112.26 | \$2,776 | \$89.81 |
| | | 2,500 | \$5,848 | \$47.77 | \$4,873 | \$39.81 | \$3,899 | \$31.85 |
| | | 5,000 | \$7,042 | \$29.94 | \$5,869 | \$24.95 | \$4,695 | \$19.96 |
| | | 12,500 | \$9,288 | \$27.14 | \$7,740 | \$22.62 | \$6,192 | \$18.10 |
| | | 25,000 | \$12,681 | \$50.72 | \$10,568 | \$42.27 | \$8,454 | \$33.82 |
| R-2.1 | Residential Care Facility | 1,000 | \$6,922 | \$16.33 | \$5,768 | \$13.61 | \$4,614 | \$10.89 |
| | Ambulatory > 6 | 5,000 | \$7,575 | \$60.59 | \$6,313 | \$50.49 | \$5,050 | \$40.39 |
| | | 10,000 | \$10,604 | \$23.22 | \$8,837 | \$19.35 | \$7,070 | \$15.48 |
| | | 20,000 | \$12,926 | \$13.85 | \$10,772 | \$11.54 | \$8,618 | \$9.23 |
| | | 50,000 | \$17,082 | \$12.64 | \$14,235 | \$10.53 | \$11,388 | \$8.42 |
| | | 100,000 | \$23,400 | \$23.40 | \$19,500 | \$19.50 | \$15,600 | \$15.60 |
| R-2.1.1 | Residential Care Facility | 250 | \$3,790 | \$37.41 | \$3,158 | \$31.18 | \$2,527 | \$24.94 |
| R-2.3.1 | Non-Ambulatory 6 or less | 1,250 | \$4,164 | \$134.71 | \$3,470 | \$112.26 | \$2,776 | \$89.81 |
| | | 2,500 | \$5,848 | \$47.77 | \$4,873 | \$39.81 | \$3,899 | \$31.85 |
| | | 5,000 | \$7,042 | \$29.94 | \$5,869 | \$24.95 | \$4,695 | \$19.96 |
| | | 12,500 | \$9,288 | \$27.14 | \$7,740 | \$22.62 | \$6,192 | \$18.10 |
| | | 25,000 | \$12,681 | \$50.72 | \$10,568 | \$42.27 | \$8,454 | \$33.82 |
| R-2.1 | Residential Care Facility | 1,000 | \$6,922 | \$16.33 | \$5,768 | \$13.61 | \$4,614 | \$10.89 |
| R-2.3 | Non-Ambulatory > 6 | 5,000 | \$7,575 | \$60.59 | \$6,313 | \$50.49 | \$5,050 | \$40.39 |
| | | 10,000 | \$10,604 | \$23.22 | \$8,837 | \$19.35 | \$7,070 | \$15.48 |
| | | 20,000 | \$12,926 | \$13.85 | \$10,772 | \$11.54 | \$8,618 | \$9.23 |
| | | 50,000 | \$17,082 | \$12.64 | \$14,235 | \$10.53 | \$11,388 | \$8.42 |
| | | 100,000 | \$23,400 | \$23.40 | \$19,500 | \$19.50 | \$15,600 | \$15.60 |
| S-1/S-2 | Low/Mod Storage | 1,000 | \$13,898 | \$31.16 | \$11,582 | \$25.97 | \$9,266 | \$20.78 |
| | | 5,000 | \$15,145 | \$119.63 | \$12,621 | \$99.69 | \$10,097 | \$79.75 |
| | | 10,000 | \$21,126 | \$49.77 | \$17,605 | \$41.48 | \$14,084 | \$33.18 |
| | | 20,000 | \$26,103 | \$28.19 | \$21,753 | \$23.49 | \$17,402 | \$18.79 |
| | | 50,000 | \$34,560 | \$25.92 | \$28,800 | \$21.60 | \$23,040 | \$17.28 |
| | | 100,000 | \$47,520 | \$47.52 | \$39,600 | \$39.60 | \$31,680 | \$31.68 |
| S-3 | Repair Garage & | 500 | \$9,960 | \$45.45 | \$8,300 | \$37.87 | \$6,640 | \$30.30 |
| | Service St - Complete | 2,500 | \$10,869 | \$172.46 | \$9,057 | \$143.71 | \$7,246 | \$114.97 |
| | | 5,000 | \$15,180 | \$69.81 | \$12,650 | \$58.17 | \$10,120 | \$46.54 |
| | | 10,000 | \$18,671 | \$40.23 | \$15,559 | \$33.53 | \$12,447 | \$26.82 |
| | | 25,000 | \$24,705 | \$36.87 | \$20,588 | \$30.73 | \$16,470 | \$24.58 |
| | | 50,000 | \$33,923 | \$67.85 | \$28,269 | \$56.54 | \$22,615 | \$45.23 |
| S-3 | Enclosed Parking Garage. | 5,000 | \$21,326 | \$9.77 | \$17,771 | \$8.14 | \$14,217 | \$6.52 |
| | | 25,000 | \$23,280 | \$36.99 | \$19,400 | \$30.83 | \$15,520 | \$24.66 |
| | | 50,000 | \$32,528 | \$14.87 | \$27,106 | \$12.39 | \$21,685 | \$9.91 |
| | | 100,000 | \$39,960 | \$8.61 | \$33,300 | \$7.18 | \$26,640 | \$5.74 |
| | | 250,000 | \$52,875 | \$7.86 | \$44,063 | \$6.55 | \$35,250 | \$5.24 |
| | | 500,000 | \$72,525 | \$14.51 | \$60,438 | \$12.09 | \$48,350 | \$9.67 |
| S-4 | Open Parking Garage Complete | 5,000 | \$12,047 | \$6.12 | \$10,038 | \$5.10 | \$8,031 | \$4.08 |
| | | 25,000 | \$13,270 | \$21.62 | \$11,058 | \$18.02 | \$8,847 | \$14.41 |
| | | 50,000 | \$18,675 | \$7.27 | \$15,562 | \$6.06 | \$12,451 | \$4.85 |
| | | 100,000 | \$22,310 | \$4.71 | \$18,591 | \$3.92 | \$14,874 | \$3.14 |
| | | 250,000 | \$29,375 | \$4.27 | \$24,478 | \$3.56 | \$19,584 | \$2.85 |
| | | 500,000 | \$40,050 | \$8.01 | \$33,374 | \$6.67 | \$26,701 | \$5.34 |
| S-5 | Aircraft Storage (no repair) | 5,000 | \$7,964 | \$3.15 | \$6,637 | \$2.63 | \$5,310 | \$2.10 |
| | | 25,000 | \$8,595 | \$13.20 | \$7,163 | \$11.00 | \$5,730 | \$8.80 |
| | | 50,000 | \$11,895 | \$6.51 | \$9,913 | \$5.43 | \$7,930 | \$4.34 |
| | | 100,000 | \$15,150 | \$3.33 | \$12,625 | \$2.77 | \$10,100 | \$2.22 |
| | | 250,000 | \$20,138 | \$3.11 | \$16,781 | \$2.59 | \$13,425 | \$2.07 |
| | | 500,000 | \$27,900 | \$5.58 | \$23,250 | \$4.65 | \$18,600 | \$3.72 |

Building - Code Section 13.20.200

Consolidated Schedule of Actual Cost of Services P/C & Insp Combined (All Construction Types)

| Occ. Class | UBC/IBC/ICC Occupancy Type | Project Size Threshold | Construction Types: I FR, II FR | | Construction Types: II 1-HR, III 1-HR, V 1-HR | | Construction Types: II N, III N, IV, V, N | |
|------------|--|---------------------------|-------------------------------------|---|--|---|--|---|
| | | | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* | Base Cost @ Threshold Size | Cost for Each Additional 100 s.f.* |
| S | All S Occupancy TI | 1,000 | \$4,309 | \$8.53 | \$3,591 | \$7.11 | \$2,873 | \$5.69 |
| | | 5,000 | \$4,651 | \$35.69 | \$3,876 | \$29.74 | \$3,101 | \$23.79 |
| | | 10,000 | \$6,435 | \$17.58 | \$5,363 | \$14.65 | \$4,290 | \$11.72 |
| | | 20,000 | \$8,193 | \$9.02 | \$6,828 | \$7.51 | \$5,462 | \$6.01 |
| | | 50,000 | \$10,898 | \$8.38 | \$9,081 | \$6.99 | \$7,265 | \$5.59 |
| | | 100,000 | \$15,090 | \$15.09 | \$12,575 | \$12.58 | \$10,060 | \$10.06 |
| U | Private (Residential) Garage | 40 | \$956 | \$48.73 | \$797 | \$40.61 | \$638 | \$32.49 |
| | | 200 | \$1,034 | \$199.77 | \$862 | \$166.48 | \$690 | \$133.18 |
| | | 400 | \$1,434 | \$94.92 | \$1,195 | \$79.10 | \$956 | \$63.28 |
| | | 800 | \$1,814 | \$49.69 | \$1,511 | \$41.40 | \$1,209 | \$33.12 |
| | | 2,000 | \$2,410 | \$46.13 | \$2,008 | \$38.44 | \$1,607 | \$30.75 |
| | | 4,000 | \$3,332 | \$83.31 | \$2,777 | \$69.43 | \$2,222 | \$55.54 |
| U-1 | Other Structures - Agricultural | 120 | \$1,162 | \$22.55 | \$969 | \$18.79 | \$775 | \$15.03 |
| U-3 | Ag Barns, Ag buildings, storage building | 600 | \$1,270 | \$84.39 | \$1,059 | \$70.33 | \$847 | \$56.26 |
| | | 1,200 | \$1,777 | \$33.11 | \$1,481 | \$27.59 | \$1,185 | \$22.07 |
| | | 2,400 | \$2,174 | \$19.46 | \$1,812 | \$16.22 | \$1,449 | \$12.97 |
| | | 6,000 | \$2,875 | \$17.79 | \$2,396 | \$14.83 | \$1,916 | \$11.86 |
| | | 12,000 | \$3,942 | \$32.85 | \$3,285 | \$27.38 | \$2,628 | \$21.90 |
| All | All Shell Buildings | 2,000 | \$7,430 | \$7.49 | \$6,192 | \$6.24 | \$4,953 | \$4.99 |
| | | 10,000 | \$8,030 | \$30.92 | \$6,691 | \$25.76 | \$5,353 | \$20.61 |
| | | 20,000 | \$11,121 | \$14.93 | \$9,268 | \$12.44 | \$7,414 | \$9.95 |
| | | 40,000 | \$14,106 | \$7.74 | \$11,755 | \$6.45 | \$9,404 | \$5.16 |
| | | 100,000 | \$18,750 | \$7.20 | \$15,625 | \$6.00 | \$12,500 | \$4.80 |
| | | 200,000 | \$25,950 | \$12.98 | \$21,625 | \$10.81 | \$17,300 | \$8.65 |
| All | Concrete Tilt Up | 5,000 | \$13,706 | \$5.63 | \$11,422 | \$4.69 | \$9,138 | \$3.75 |
| | | 25,000 | \$14,831 | \$22.94 | \$12,359 | \$19.11 | \$9,888 | \$15.29 |
| | | 50,000 | \$20,565 | \$10.83 | \$17,138 | \$9.03 | \$13,710 | \$7.22 |
| | | 100,000 | \$25,980 | \$5.68 | \$21,650 | \$4.73 | \$17,320 | \$3.79 |
| | | 250,000 | \$34,500 | \$5.28 | \$28,750 | \$4.40 | \$23,000 | \$3.52 |
| | | 500,000 | \$47,700 | \$9.54 | \$39,750 | \$7.95 | \$31,800 | \$6.36 |
| | * Each additional 100 square feet, or portion thereof, up to the next highest project size threshold. | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Building - Code Section 13.20.200

| NAME OF FEE | FEE FY 12/13 |
|--|------------------------------------|
| MECHANICAL, PLUMBING, ELECTRICAL | <i>Actual Unit Cost based on</i> |
| | <i>a per minute rate of \$1.49</i> |
| Administrative and Misc. Fees | |
| Travel and Documentation Fees: (Two Trip Standard) | \$74.48 |
| Permit Issuance (office time) | \$22.34 |
| | |
| Mechanical Permit Fees | |
| Stand Alone Mechanical Plan Check (hourly rate) | \$89.37 |
| | |
| Unit Fees: | |
| | |
| Furnaces | |
| Install/Relocate each forced air-furnace (including attached ducts and vents) up to and including 100,000 Btu/h. | \$67.03 |
| | |
| Install/Relocate each forced air-furnace (including attached ducts and vents) over 100,000 Btu/h. | \$89.37 |
| | |
| Install/Relocate each wall heater, floor furnace, suspended heater, or unit heater (including vent). | \$44.69 |
| | |
| Repair/Alterations | |
| Repair/Alterations to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this code. | \$44.69 |
| | |
| Install/Relocate/Replace each appliance vent or venting system not included in an appliance permit. | \$44.69 |
| | |
| HVAC change out (complete system including furnace, a/c unit and duct work) | \$89.37 |
| | |
| HVAC change out (furnace and/or a/c unit only and NO duct work) | \$67.03 |
| | |
| Air Conditioning/Refrigeration | |
| Install/Relocate each condenser/compressor/air conditioner up to and including 3 HP. | \$44.69 |
| | |
| Install/Relocate each condenser/compressor/air conditioner, over 3HP and up to and including 15 HP. | \$89.37 |
| | |

Building - Code Section 13.20.200

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Install/Relocate each condenser/compressor/air conditioner, over 15 HP and up to and including 30 HP. | \$111.71 |
| Install/Relocate each condenser/compressor/air conditioner, over 30 HP and up to and including 50 HP. | \$178.74 |
| Install/Relocate each condenser/compressor/air conditioner, over 50 HP. | \$223.43 |
| Each air-handling unit, including attached ducts under 10,000 CFM. | \$44.69 |
| Each air-handling unit, including attached ducts over 10,000 CFM. | \$22.34 |
| Each evaporative cooler other than portable type (swamp coolers) | \$22.34 |
| Miscellaneous | |
| Each ventilation/exhaust fan connected to a single duct | \$22.34 |
| Each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit. | \$22.34 |
| Installation of each residential kitchen hood. | \$44.69 |
| Installation of each type I or type II commercial kitchen hood. | \$89.37 |
| Install/Relocate of each residential incinerator/kiln. | \$44.69 |
| Install/Relocate each commercial or industrial-type incinerator /kiln. | \$89.37 |
| Each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code. | \$44.69 |
| Each wood/gas stove (Freestanding and/or insert) | \$67.03 |
| Other Mechanical Inspections (per hour) | \$89.37 |

Building - Code Section 13.20.200

| NAME OF FEE | FEE FY 12/13 |
|---|-----------------|
| Plumbing/Gas Permit Fees | |
| Stand Alone Plumbing Plan Check (hourly rate) | \$89.37 |
| | |
| Unit Fees: | |
| | |
| Fixtures | |
| Each plumbing fixture or set of fixtures on one trap (including water, drainage piping, and backflow protection therefor). | \$7.45 |
| | |
| Each building sewer connection (utility or septic). | \$14.90 |
| | |
| Rainwater systems (per drain) - inside building. | \$7.45 |
| | |
| Each Water Heater and/or vent. | \$44.69 |
| | |
| Each Industrial waste grease trap and/or interceptor including its trap and vent. | \$44.69 |
| | |
| Installation, alteration, or repair of water piping and/or water treating equipment (each). | \$22.34 |
| | |
| Repair or alteration of drainage or vent piping, each fixture. | \$7.45 |
| | |
| Backflow | |
| Each lawn sprinkler system on any one meter, including backflow protection devices therefor. | \$14.90 |
| | |
| Backflow devices and atmospheric-type vacuum breakers not included in other fee services (e.g., building): 1-5 units | \$14.90 |
| | |
| Backflow devices and atmospheric-type vacuum breakers not included in other fee services (e.g., building): each unit over 5 units | \$2.98 |
| | |
| Gas Piping | |
| Gas Piping System (First 5 Outlets) | |
| Gas Piping System (Each Outlet After 5) | \$2.98 |
| | |
| Medical Gas Piping Sytem - (First 5 Outlets) | \$67.03 |
| Medical Gas Piping Sytem - (Each Outlet After 5) | \$44.69 |
| | |
| Other Fees: | |

Building - Code Section 13.20.200

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Other Plumbing Inspections (per hour) | \$89.37 |
| | |
| Electrical Permit Fees | |
| Stand Alone Electrical Plan Check (hourly rate) | \$89.37 |
| | |
| System Fees: | |
| | |
| Private, Residential, In-ground Swimming Pools | |
| (each new) | |
| (Includes a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of the swimming pool). | \$22.34 |
| | |
| (For all other types of swimming pools, therapeutic whirlpools, spas, and alterations to existing swimming pools, use the UNIT FEE schedule). | |
| | |
| Temporary Power Service | |
| Temporary Service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances. | \$14.90 |
| | |
| Temporary electrical system for construction sites. | \$44.69 |
| | |
| Re-wire | |
| Residential Re-wire (up to 500 sq ft) | \$44.69 |
| Residential Re-wire (each additional 500 sq ft) | \$22.34 |
| | |
| Commercial Re-wire (up to 2000 sq ft) | \$89.37 |
| Commercial Re-wire (each additional 1000 sq ft) | \$44.69 |
| | |
| Receptacle, Switches, and Lighting Fixtures | |
| (Receptacle, switches, lighting fixtures, or other outlets at which current is used or controlled, except services, feeders, and meters). | |
| First 10 (or portion thereof) | \$22.34 |
| Each Additional 10 (or portion thereof) | \$11.17 |
| | |
| Residential Appliances | |
| Fixed residential appliances or receptacle outlets for same. | \$14.90 |
| | |

Building - Code Section 13.20.200

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Nonresidential Appliances | |
| Nonresidential appliances and self-contained factory-wired, nonresidential appliances. | \$22.34 |
| | |
| Power Apparatus | |
| <i>(Motors, generators, transformers, rectifiers, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus). Rating in horsepower (HP), kilowatts (KW), or kilovoltamperes (KVA), or kilovolt- amperes-reactive (KVAR):</i> | |
| Up to and including 1 (HP) | \$22.34 |
| Over 1 and not over 10 (HP) | \$58.09 |
| Over 10 and not over 50 (HP) | \$59.58 |
| Over 50 and not over 100 (HP) | \$44.69 |
| Over 100 (HP) | \$67.03 |
| | |
| Busways | |
| Trolley and plug-in-type busways - each 100 feet or fraction thereof | \$44.69 |
| <i>(An additional fee will be required for lighting fixtures, motors, and other appliances that are NOT connected to trolley and plug-in-type busways. No fee is required for portable tools).</i> | |
| | |
| Signs, Outline Lighting, and Marquees | |
| Signs, Outline Lighting, and Marquees supplied from one branch circuit (each) | \$22.34 |
| | |
| Additional branch circuits within the same sign, outline lighting system, or marquee (each) | \$7.45 |
| | |
| Services/sub panels | |
| Services/sub panels up to 200 amperes in rating (each) | \$37.24 |
| Services/sub panels 200 amperes to 1000 amperes in rating (each) | \$52.13 |
| Services/sub panels over 1000 amperes in rating (each) | \$89.37 |
| | |
| Miscellaneous Apparatus, Conduits, and Conductors | |
| Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth. | \$22.34 |
| | |
| Other Fees; | |
| | |
| Other Electrical Inspections (per hour) | \$89.37 |
| | |
| | |

Planning - Code Section 13.20.300

| NAME OF FEE | FEE FY 12/13 |
|---|------------------------------|
| Planning Division: General Fees | Flat Fee Unless Noted |
| Division Hourly Rate | \$105.00/Hr. |
| Record Search | \$105.00/Hr. |
| Hearing Publication/Preparation for Hearing | \$350.00 |
| Filing Fee | \$50.00 |
| GIS/GPU/Development Code Fee - Per Land Use Application | \$120.00 |
| | \$26/Unit GIS Only |
| | |
| <i>Once a project requires a 3rd submittal to address application completeness items or other modifications for projects seeking Design Review Committee, Staff Development Committee, Planning Commission, or Board of Supervisors approval shall be charged one-third of the application fee.</i> | 33.3% of appl. fee |
| | |
| Appeal of Determinations to Board of Supervisors | \$522.00 |
| | |
| Tenative Parcel Map | \$3,320.00 |
| TPM Extension | \$180.00 |
| Revise Approved TPM | \$1,240.00 |
| | |
| Tenative Subdivision Tract 20 lots or less | \$5,000.00 |
| Tenative Subdivision Tract 21 to 100 lots | \$7,000.00 |
| Tenative Subdivision Tract 101 to 500 lots | \$9,000.00 |
| Tenative Subdivision Tract over 500 lots (full cost) | \$10,000.00 deposit |
| | |
| TSTM Extension | \$180.00 |
| Revised Approved TSTM | \$2,580.00 |
| | |
| Final Map & Improvement Plan Review - Parcel Map | \$630.00 |
| Final Map & Improvement Plan Review - Subdivision Tract Map | \$1,150.00 |
| | |
| Lot Line Adjustment | \$210.00 |
| Reversion to Acreage | \$750.00 |
| Certificate of Compliance | \$210.00 |
| | |
| Pre-Application Meeting (Planning Department) | \$105.00/Meeting |
| Pre-Application Meeting (CDSA) | \$420.00/Meeting |
| | |
| Concurrent Processing of Planning Applications: | |
| Applications for two or more planning entitlements (for example: Tenative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional | |

Planning - Code Section 13.20.300

| NAME OF FEE | FEE FY 12/13 |
|--|------------------------------|
| application fee when submitted at the same time for a single project site (excluding Design Review Permits, Lot Line Adjustments, Certificates of Compliance and recording fees). Where a permit with a set fee amount is combined with one requiring a deposit (for example Rezone & Parcel Map), the total combined fees are collected and are considered a deposit. | |
| Environmental Review | Flat Fee Unless Noted |
| Notice of Exemption or initial EA submittal | \$150.00 |
| Environmental Review: Initial Study + Exemption | \$260.00 |
| Environmental Review: Initial Study/Negative Declaration | \$1,095.00 |
| Environmental Review: Initial Study/Mitigated Negative Declaration | \$2,625.00 |
| Environmental Review: EIR or EIS (Full Cost) | Deposit Based on Contract |
| E.I.R. Mgmt Fee (10% Deposit of EIR Cost) | 10% Deposit |
| E.I.R. Mgmt Fee - Staff | \$105.00/Hr |
| Mitigation Monitoring Plans: Mgmt (+ hourly over 3 hrs) | \$315.00 + Hourly |
| <i>For concurrent applications, a single environmental review fee for the project shall be collected</i> | |
| General Plan Amendment/Change of Zone/Plan Amendment | |
| Fewer than 100 Residential Units | \$5,000.00 |
| Less than 10 Acres Non-Residential or Mixed Use | \$5,000.00 |
| Over 100 Residential Units | \$6,000.00 Deposit |
| Over 10 Acres Non-Residential or Mixed Use | \$6,000.00 Deposit |
| Specific Plan/Area Plan/Community Plan/Master Plan | \$10,000.00 Deposit |
| Development Agreement | \$3,000.00 Deposit |
| Development Agreement Annual Review | \$840.00 |
| Planned Unit Development | |
| Fewer than 100 Residential Units | \$3,150.00 |
| Less than 10 Acres Non-Residential or Mixed Use | \$3,150.00 |
| Over 100 Residential Units | \$4,000.00 Deposit |
| Over 10 Acres Non-Residential or Mixed Use | \$4,000.00 Deposit |
| Conditional Use Permit: Major | \$4,850.00 |
| Conditional Use Permit: Minor Use Permit | \$2,660.00 |
| Conditional Use Permit: Mining Project | \$7,000.00 Deposit |
| Conditional Use Permit: Amendment | \$2,165.00 |

Planning - Code Section 13.20.300

| NAME OF FEE | FEE FY 12/13 |
|---|------------------------------|
| Conditional Use Permit: Extension | \$105.00 |
| Excavation & Surface Mining Permits | \$7,000.00 Deposit |
| Reclamation Plan | \$3,000.00 Deposit |
| Temporary Use Permit | \$525.00 |
| Temporary Use Permit Extension | \$52.00 |
| | Flat Fee Unless Noted |
| Administrative Permit | \$420.00 |
| Additional fee if hearing is required (does not include legal notice) | \$210.00 |
| Request for Hearing | \$105.00 |
| Variance: Minor | \$2,880.00 |
| Variance: Parking | \$2,880.00 |
| Variance: Major | \$3,400.00 |
| Sign Permit Review | \$52.00 |
| Variance to Sign Ordinance | \$2,880.00 |
| Planned Sign Permit Program | \$2,880.00 |
| Design Review Fees | \$1,350.00 |
| Master Design Review (Shopping Centers & Complexes) | \$2,500.00 |
| Burn Down Letter/ABC Clearance | \$52.00 |
| Land Use Confirmation (+ hourly over 1.5 hrs) | \$158.00 + Hourly |
| ABC Review Fee when Hearing is Required (+ hourly over 5 hrs, doesn't include notice fee) | \$525.00 + Hourly |
| Noise Permit | \$105.00 |
| Second Dwelling Unit Clearance Form | \$105.00 |
| Building Permit Review Fees | |
| Single Family Residence | \$158.00 |
| Single Family Residence (Accessory, + hourly over 0.5hrs) | \$52.00 + Hourly |
| Multi-Family Residential (includes 1 inspection) | \$472.00 |
| Agricultural Accessory Structure (+ hourly over 0.5hrs) | \$52.00 + Hourly |
| Commercial/Commercial Agriculture (includes 1 inspection, + hourly over 5hrs) | \$525.00 + Hourly |
| Industrial (includes 1 inspection, + hourly over 5hrs) | \$525.00 + Hourly |
| Commercial/Industrial: Minor (Less than \$5,000 Imprv Value, + hourly over 3hrs) | \$315.00 + Hourly |
| | + Hourly Over 3 Hours |
| Occupancy Permit Review | \$210.00 |

Planning - Code Section 13.20.300

| NAME OF FEE | FEE FY 12/13 |
|--|------------------------------|
| Occupancy Permit Review(Change of Ownership) | \$52.00 |
| Business License Review | \$105.00 |
| Business License Review (Renewal) | \$52.00 |
| | |
| Site Review (Per Inspection) | \$105.00/Hr |
| Approved Site/Plot Plan Changes | \$52.00 - 1/2 Hr Deposit |
| | |
| Solar/Wind Systems | |
| Residential & Multifamily (per unit, + hourly over 0.5hrs) | \$52.00 + Hourly |
| Non Residential roof mounted system or agricultural equipment (+ hourly ov | \$105.00 + Hourly |
| Non Residential Ground Mounted Systems (+ hourly over 5hrs) | \$525.00 + Hourly |
| | |
| | Flat Fee Unless Noted |
| Fire Safe Planning Fees | |
| Tenative Parcel Map | \$105.00 |
| Revise Approved TPM | \$105.00 |
| | |
| Tenative Subdivision Tract 20 Lots or Less | \$105.00 |
| Tenative Subdivision Tract 21 to 100 Lots | \$160.00 |
| Tenative Subdivision Tract 101 to 500 Lots | \$260.00 |
| Tenative Subdivision Tract Over 500 Lots | \$370.00 |
| Revised Approved TSTM | \$105.00 |
| | |
| Final Map & Improvement Plan Review | |
| Parcel Map | \$52.00 |
| Subdivision Tract Map | \$105.00 |
| | |
| Subdivision Vesting Tenative Map | TSTM Fee By Lot Count |
| General Plan Amendment/Change of Zone/Plan Amendment | \$105.00 |
| Specific Plan/Area Plan/Community Plan/Master Plan | \$105.00 |
| Planned Unit Development: Minor | \$105.00 |
| Planned Unit Development: Major | \$160.00 |
| | |
| Conditional Use Permit: Minor - If Structure Involved | \$105.00 |
| Conditional Use Permit: Major - If Structure Involved | \$160.00 |
| | |
| Variance: Minor - If Structure Involved | \$52.00 |
| Variance: Major - If Structure Involved | \$105.00 |
| | |

Environmental Health - Code Section 13.20.400

| NAME OF FEE | FEE FY 12/13 |
|---|-----------------|
| Food Program | |
| Restaurants - Bar Only (no food prep) | \$238.00 |
| Restaurants - 1-49 seats | \$357.00 |
| Restaurants - 50-149 seats | \$476.00 |
| Restaurants - 150 or more | \$714.00 |
| Added to restaurant base - With Bar or Market | \$119.00 |
| Added to restaurant base - With Bar and Market | \$168.00 |
| Added to restaurant base - With Catering Services | \$119.00 |
| Added to restaurant base - With Satellite Facility | \$119.00 |
| Caterer | \$392.00 |
| Retail Markets - No food preps, only prepackaged goods | \$238.00 |
| Retail Markets - Less than 2000 square feet | \$357.00 |
| Retail Markets - 2000-5999 square feet | \$476.00 |
| Retail Markets - 6000 or more square feet | \$595.00 |
| Add each unit to retail market-butcher shop, deli, bakery, etc. | \$119/per unit |
| Bakery | \$392.00 |
| Commissary Facility | \$392.00 |
| Commissary - Verification per vehicle | \$34.00 |
| Vehicles - Vending Vehicle (no prep) | \$238.00 |
| Vehicles - Mobile Food Prep Unit | \$357.00 |
| Vehicles - Produce Truck (no prep) | \$119.00 |
| Vending Machines - Company | \$238.00 |
| Vending Machines - Per Food Dispenser | \$12.00 |
| Roadside Stand - Permitted since before July 1, 1984 | \$280.00 |
| Roadside Stand - Permitted on or after July 1, 1984 | \$280.00 |
| Schools - Kitchen | \$357.00 |
| Schools - Satellite Distribution Facility | \$238.00 |
| Food Warehouse | \$393.00 |
| Food Salvager | \$524.00 |
| Food Demonstrator | \$63.00 |
| Farmers Market | \$476.00 |
| Bed & Breakfast | \$259.00 |
| Temporary Food Facility | \$238.00 |
| Ice Plant | \$238.00 |
| Special Events - Large more than 3 vendors attendance 500+ | \$357.00 |
| Special Events - + billed hourly rate for time spent over base | \$119/hour |
| Special Events - Small 3 or less vendors, attendance -500 | \$119.00 |
| Incidental Food Sales from Non-Mobile Businesses | \$119.00 |
| Amphitheatre - Food - Bar - Catering | \$2,975.00 |
| Plan Review Food Establishment - New | \$714.00 |
| Plan Review Food Establishment - Remodel | \$595.00 |
| Public Recreation | |

Environmental Health - Code Section 13.20.400

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Public Swimming Pool/Spa/Beach | \$392.00/each |
| Organized Camp | \$392.00 |
| Plan Review Public Swimming Pools | \$914.00 |
| Plan Review Organized Camp | \$653.00 |
| Public Water System | |
| Annual Surveillance Fee - 15-24 service connections | \$416.50 |
| Annual Surveillance Fee - 25-99 service connections | \$560.00 |
| Annual Surveillance Fee - 100-199 service connections | \$606.00 |
| Non-Community Water System - Non Transient | \$560.00 |
| Non-Community Water System - Transient | \$357.00 |
| New Permit Fee - Community Water System | \$1,006.00 |
| New Permit Fee - Non-Community Water System | \$778.00 |
| Amended Permit Fee (all system types) | \$335.00 |
| Ownership Change (all system types) | \$221.00 |
| Annual Permit Fee Small System - 5-14 service connects | \$448.00 |
| CURFFL Systems | \$166.00 |
| All other services | \$119.00/hour |
| Request for Variance/Exemption/Waiver | \$119.00/hour |
| Enforcement Action (Up to \$1,000 maximum) | \$119.00/hour |
| Plan Review Public & Local Small Water Systems | \$119.00/hour |
| Solid Waste | |
| Solid Waster Hauler (per vehicle or trailer) | \$59.50 |
| Full Solid Waste Facility - Class II Site | \$2,940.00 |
| Full Solid Waste Facility - Class III Site | \$2,940.00 |
| Standardized Solid Waste Facility | \$2,205.00 |
| Registration Tier | \$1,470.00 |
| Notification Tier #1 | \$238.00 |
| Notification Tier #2 | \$952.00 |
| Recycling/Process Facility | \$1,680.00 |
| Transfer Station | \$1,680.00 |
| Abandoned/Closed Sites | \$840.00 |
| Agricultural Waste Disposal Sites | \$245.00 |
| SWF Permit Exemption | \$700.00 |
| Ash Applications - Initial Permit Exemptions | \$560.00 |
| Ash Applications - Annual Exemption Renewal | \$175.00 |
| Facility Inspection not covered by permit fees | \$119.00/hour |
| Periodic Site Review | \$119.00/hour |
| Preliminary Closure/Post Closure | \$119.00/hour |
| Final Closure/Post Closure maintenance plan review | \$119.00/hour |
| Joint Technical Document Review | \$119.00/hour |
| 5 year permit review | \$119.00/hour |
| Permit revision/modification | \$119.00/hour |

Environmental Health - Code Section 13.20.400

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Tipping Fee | \$4.40 per ton |
| Additional Fee on Lien for Unpaid Charges | \$25.00 |
| Add'l Fee for Collection of Unpaid Chrgs as Special Assessment | \$25.00 |
| Sewage Disposal | |
| Sewage Tank Cleaning Vehicle | \$238.00 |
| Chemical Toilet Supplier - 50 Units or less | \$238.00 |
| Chemical Toilet Supplier - 51 Units or more | \$357.00 |
| New or Replacement Conventional System | \$492.00 |
| New Pressure Dosed or Engineered Systems | \$907.00 |
| Repair or Failed System/Add to Existing Non-Failed System | \$392.00 |
| Holding Tank (Vault System) 1st Year | \$632.00 |
| Holding Tank (Vault System) (after 1st year) Annual Permit | \$238.00 |
| Operating Permit Central Wastewater-Cluster 2-5 connects | \$1,305.00 |
| Operating Permit Central Wastewater-Small 6-99 connects | \$1,704.00 |
| Operating Permit Central Wastewater-Large > 99 connects | \$2,497.00 |
| Individual Experimental Systems (Monitoring for 1st year) | \$476.00 |
| Individual Experimental Systems (Monitoring after 1st year) | \$179.00 |
| Medical Waste | |
| General Acute Care Hospital - 1-99 beds | \$921.00 |
| General Acute Care Hospital - 100-199 beds | \$1,324.00 |
| General Acute Care Hospital - 200-250 beds | \$1,689.00 |
| General Acute Care Hospital - 250+ beds | \$2,149.00 |
| Specialty Clinic Providing Surgical, Dialysis, Rehab Services | \$537.00 |
| Skilled Nursing Facility - 1-99 beds | \$422.00 |
| Skilled Nursing Facility - 100-199 beds | \$537.00 |
| Skilled Nursing Facility - 200+ beds | \$613.00 |
| Acute Psychiatric Hospital | \$304.00 |
| Intermediate Care Facility | \$461.00 |
| Primary Care Clinic | \$537.00 |
| Licensed Clinical Lab | \$254.00 |
| Health Care Service Plan Facility | \$537.00 |
| Veterinary Clinic or Hospital | \$304.00 |
| Large Quantity Generator Medical Office | \$304.00 |
| Small Quantity Generator Using On-Site Treatment | \$431.00 |
| Small Quantity Generator Administrative Review | \$119.00/hour |
| Initial Permit Review | \$84.00/2 yr |
| Common Storage Facility - 1-10 generators | \$155.00 |
| Common Storage Facility - 11-50 generators | \$382.00 |
| Common Storage Facility - 50+ generators | \$769.00 |
| On-Site, Large Quantity Treatment Facility | \$3845.00/5 yrs |
| Limited Quantity Hauling | \$119.00/2 yrs |
| Wells & Soils Borings | |

Environmental Health - Code Section 13.20.400

| NAME OF FEE | FEE FY 12/13 |
|---|--------------------|
| Water Well, Monitoring Well, Cathodic Well - New | \$357.00 |
| Water Well, Monitor Well, Cathodic Well - Recondition/Deep | \$119.00 |
| Water Well, Monitor Well, Cathodic Well - Destruction | \$284.00 |
| Monitor Well, Additional | \$47.00/per well |
| Soil Boring or Excavation | |
| <4" diam or <50' depth (each additional \$59.50 each) | \$150.00 |
| >4" diam or 50' to 75' depth (each additional \$59.50 each) | \$357.00 |
| >4" diam or >75' depth (each additional \$119 each) | \$357.00 |
| | |
| Other Permits | |
| Ambulance (per vehicle) | \$119.00 |
| Kennel/Pet Shops | \$224.00 |
| Massage Parlor | \$218.00 |
| Hotel/Motel | \$391.00 |
| Plan Review Kennels & Pet Shops | \$325.00 |
| Tattooing, Permanent Cosmetics, Body Piercing | |
| Ear piercing Facility/ one-time registration | \$59.00 |
| Body Art practitioner/artist | \$119.00 |
| Body Art Facility (permanent) | \$238.00 |
| Body Art Facility (Temporary) | \$119.00 |
| Body Art Event Coordinator Small 3 or Less practitioners | \$119.00 |
| Body Art Event Coordinator Large more than 3 practitioners | \$357.00 |
| Mobile Body Art Facility | \$119.00 |
| Body Art Facility Plan Review Fee (new) | \$297.50 |
| Body Art Facility Plan Review Fee (Major remodel) | \$238.00 |
| Body Art Facility Plan Review Fee (Minor remodel) | \$119.00 |
| Mobile Body Art Facility Plan Review Fee | \$119.00 |
| Land Use | |
| Land Division Sewage/Water - (per lot) | \$22.00 |
| Land Division Sewage/Water - 2-4 lots (+\$22 per lot) | \$458.00 |
| Land Division Sewage/Water - 5+ lots (+\$22 per lot) | \$490.00 |
| Building Department Route Slip Clearance | \$93.00 |
| Lot Line Adjustment | \$131.00 |
| Conditional Use Permit | \$262.00 |
| Other Land Division Sewage/Water | \$261.00 |
| Tenative Subdivision Tract Map(connecting to sewer system) | \$261.00 |
| Soil Mantle Observation | \$357.00 |
| Temporary Use Permit & Miscellaneous Review/Services | \$131.00/hour |
| Plan Review/Site Review/Pre-application review fees | \$131.00/hour |
| Other Services & Fees | |
| Field Sample | Lab cost+\$218.00 |
| Bring-In Water Sample | Lab cost + \$26.00 |

Environmental Health - Code Section 13.20.400

| NAME OF FEE | FEE FY 12/13 |
|---|-----------------|
| Plan Review/Site Review | \$119.00/hour |
| Administrative, Permit Suspension, Revocation Hearings | \$392.00 |
| Administrative time for enforcement activities | \$134.00/hour |
| All Reinspections | \$119.00/hour |
| Verified Complaint | \$119.00/hour |
| Variance/Exemption/Waiver Request - per hour (1/2 hr min) | \$119.00/hour |
| Consultations (per hour) | \$119.00/hour |
| Permit Transfers not Prohibited by State Law | \$119.00/hour |
| EIR Review/CEQA Document (per hour) | \$134.00/hour |
| All other document reviews, site reviews or any other service | \$119.00/hour |
| Release of Recorded Documents (Hourly plus document fee) | \$105.00/hour |
| | |
| Hazardous Materials | |
| Farm Category I | \$180.00 |
| Farm Category II | \$241.00 |
| Farm Category III | \$310.00 |
| Farm Category IV | \$400.00 |
| Business Category I | \$180.00 |
| Business Category II | \$241.00 |
| Business Category III | \$310.00 |
| Business Category IV | \$400.00 |
| Business Category V | \$250.00 |
| Business Category VI | \$79.00 |
| CESQG - Not in BP | \$154.00 |
| Hazardous Waste - Small Quantity Generator | \$169.00 |
| Hazardous Waste - Large Quantity Generator | \$253.00 |
| Tiered Permit - CA PBR | \$166.00 |
| Tiered Permit - CESW, CESQT, CEL | \$155.00 |
| Permit to Operate (issuance only) includes one tank | \$419.00 |
| Permit to Operate (each additional tank) | \$70.00 |
| Plan Check Install UST | \$1,395.00 |
| Tank Removal - Three Tanks | \$896.00 |
| Tank Removal each additional over 3 tanks | \$119.00 |
| Modify Tank Repair - Small Project | \$673.00 |
| Modify Tank Repair - Large Project | \$1,120.00 |
| Tank Closure in Place | \$896.00 |
| Temporary Tank Closure | \$350.00 |
| RMP Cal ARP (initial review) | \$1,397.00 |
| RMP Cal ARP (annual review) | \$278.00 |
| Facility List | \$35.00 |
| Building Inspector Route Slip Clear Project | \$35.00 |
| Haz Mat Response per hour | \$119.00 |

Environmental Health - Code Section 13.20.400[illegible]

Code Enforcement - Code Section 13.20.500

| NAME OF FEE | FEE FY 12/13 |
|---|--------------------|
| Code Enforcement Division: General Fees | |
| Department Hourly Rate | \$105.00 |
| Notice & Order to Abate Public Nuisance | \$1,050.00 |
| Cost Accounting Hearing Before Board of Supervisors | \$1,050.00 |
| Vehicle Release Authorization | \$210.00 |
| Abatement - County Performed (Actual Costs - Includes staff time, materials, outside vendors, any applicable penalties, and a 10% processing fee on entire amount) | Actual Cost |
| Public Nuisance - Appeal Hearing (Administrative Law Judge) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | \$3,000.00 Deposit |
| Relocation Assistance - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | \$1,050.00 Deposit |
| Vehicle Nuisance Abatement - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | \$1,050.00 Deposit |
| Vehicle Abatement Post Storage - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | \$1,050.00 Deposit |
| Administrative Citation - Appeal Hearing (Deposit) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded) | Amount of Citation |
| Recorded Document Preparation (Does not incl. CDSA Recording Processing Fee nor Recorder's fees) | \$105.00 |
| Except as otherwise specified, all services in this Chapter which are charged at an hourly rate are 1 hour minimum and charged in quarter hour increments thereafter. | |

Public Works/County Surveyor - Code Section 13.20.600

| NAME OF FEE | FEE FY 12/13 |
|---|--------------------|
| Professional Service Rate Schedule | |
| County Surveyor and Staff | \$105.00/Hr |
| Public Works Staff | \$105.00/Hr |
| Project or Application Review | |
| Temporary Use Permit | \$210.00 |
| Variance | \$210.00 |
| Environmental Impact Report Review | \$105.00/Hr |
| General Plan Amendment/Zone Change | \$105.00/Hr |
| Tentative Parcel Map | \$630.00 |
| Tentative Subdivision Tract Map | \$1,050.00 |
| Revd Apprvd Tentative Parcel Map | \$210.00 |
| Revd Apprvd Tentative Subdivision Map | \$265.00 |
| Tentative Parcel/Subdivision Tract Map Extensions | \$105.00 |
| Lot Line Adjustment | \$420.00 |
| Lot Line Adjustment Additional Charge (when legality of parcel is in question) | \$210.00 |
| Certificate of Compliance | \$420.00 |
| Reversion to Acreage/Merger | \$315.00 |
| Conditional Use Permit | \$475.00 |
| Specific Plan | \$105.00/Hr |
| Waiver | \$315.00 |
| Appeals | \$315.00 |
| | |
| Project Checking | |
| Parcel Map (plus additional \$105/sheet exceeding 2 sheets) | \$1,155.00 |
| Tract Map/Condominium (plus add. \$105/sheet exceeding 2 sheets) | \$2,205.00 |
| Record of Survey (plus additional \$105/sheet exceeding 2 sheets) | \$270.00 |
| Lot Line Adjustment | \$420.00 |
| Reversion to Acreage/Merger | \$735.00 |
| LAFCO Appl Description/Plat | \$210.00 |
| Records Search (Hourly Rate) | \$105.00/Hr |
| Subdivision/Parcel Map Agreement | \$525.00 |
| | |
| Improvement Plan Checking | |
| X% of Preliminary Engineer's Estimate for Deposit | 1.5%, \$1,050 min. |
| | |
| Inspection Fees | |
| X% of Preliminary Engineer's Estimate for Deposit | 2.5%, \$420 min. |
| | |
| Building Permits | |
| Review Application | \$20.00 |
| SWPPP Fee - Building | \$40.00 |
| Field Review, Conditions of Approval | \$70.00 |

Public Works/County Surveyor - Code Section 13.20.600

| NAME OF FEE | FEE FY 12/13 |
|---|-----------------------------|
| Street Name/Application-Approval/Change of Name | \$210.00 |
| Grading Permit | |
| Plan Check ≤10,000 CY | \$420.00 |
| Plan Check >10,000 CY | \$840.00 |
| Grading Permit - ≤10,000 CY | \$315.00 |
| 10,000 - 100,000 CY | \$630.00 |
| Over 100,000 CY (Each add'l 10,000 CY) | \$630.00+\$67.00 per 10 KCY |
| Grading Permit (when included with improvement plans) | \$105.00 |
| Import/Export Material | Measure D Rate |
| SWPPP Fee - Grading | \$420.00 |
| Encroachment Permits | |
| Driveway/Roadway Encroachment | \$105.00 |
| Minor Upgrade to Existing Encroachment | \$20.00 |
| Commercial/Utility Encroachment | \$210.00 |
| Annual Utility Permit | \$1,470.00 |
| Road Closure Fees | |
| Daytime Closures | \$70.00/hour |
| 24 Hour Closure | \$2,400.00/day |
| Abandonments | |
| Application | \$525.00 |
| Advertisement Costs | \$350.00 |
| Flood Plain Administration | |
| Elevation Certificate | \$210.00 |
| CLOMR/LOMR Individually or Combined | \$525.00 |
| Flood Plain Verification (Department of Real Estate) | \$105.00 |
| Transportation Permits | |
| Single Trip Permit | \$16.00 |
| House Moving Permit | \$66.00 |
| Annual Blanket Permit | \$90.00 |
| Parade Permit | \$50.00 |
| Parking Permit | \$11.00 |
| Road Damage Fees | |
| Road Damage Repair Costs | Actual Cost |
| Monumentation Fees | |
| Grant Deeds (Collected by Recorder) | \$10.00 |

Public Works/County Surveyor - Code Section 13.20.600

| NAME OF FEE | FEE FY 12/13 |
|--|-----------------|
| Signs | |
| Street Name Sign (Installed by County) | \$187.00 |
| Stop Sign (Installed by County) | \$152.00 |
| Combination Street/Stop Sign (Installed by County) | \$237.00 |
| Street Name Sign Only | \$85.00 |
| Stop Sign Only | \$50.00 |
| Other Signs (Installed by County) | Actual Cost |
| | |
| Miscellaneous Reviews/Reports/Correspondence | |
| Reviews, Reports, Correspondence (Hourly Rate) | \$105.00/Hour |
| | |
| Filing and Indexing Fees | |
| Record of Survey - Maps, Final Maps (\$2.00 ea addl sheet) | \$9.00/sheet |
| Corner Records, Certs of Correction (\$3.00 ea addl page) | \$14.00/page |
| | |
| Terminal Access Route | |
| Application & Installation | Actual Cost |
| | |
| Stormwater Regulatory Costs | Per Resolution |
| | |
| Park Coordinator Fees | |
| Landscape/Parking Plan Review and 1 Inspection | \$420.00 |
| Landscape Bond Agreement Preparation + Hourly Over 2 Hours | \$210.00 |
| | |
| | |
| | |
| | |

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

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CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director
Kevin Perkins, Associate Planner

DATE: April 17, 2012

SUBJECT: A request for a Change of Zone to change the existing zoning designation from "R-1" Single-Family Residential to "R-2" Medium Density Residential zoning for one parcel consisting of 13.6 acres and located in the Valley Neighborhood General Plan land use designation.

RECOMMENDATION

The Planning Commission recommends that the Board adopt the attached Resolution and Ordinance certifying the Mitigated Negative Declaration and Mitigation Monitoring Plan and approve Change of Zone 2009-0004 subject to making the necessary findings and the conditions of approval.

BACKGROUND/DISCUSSION

The project site is located in the community of West Linda, southwest of the City of Marysville. The project site is located on a 13.6 acre (APN: 020-133-012) parcel adjacent to Alicia Avenue near its intersection with Feather River Boulevard and south of Cedar Lane Elementary School. The proposed project is located on the site as a previously approved Tentative Subdivision Map (TSTM2005-0005) which consisted of a 54-lot residential subdivision.

The proposed project consists of a Change of Zone from "R-1" Single-Family Residential (up to 4 dwelling units/acre) to "R-2" Medium Density Residential (up to 17 dwelling units/acre). Compliance with California Environmental Quality Act (CEQA) is a requirement for all projects needing discretionary approval. CEQA requires that all project impacts be disclosed as part of a project's environmental review process. The proposed project is proposing an increase in density, but it does not propose a specific development related project. In order to comply with CEQA requirements, the project's environmental document analyzed a 150-unit apartment complex due to 150 units being the highest number of units, or largest possible impact that would be allowed on the project site. This project is a request for a Change of Zone that would allow an increase in project site density; it does not, however, have a specific development project associated with it.

The Change of Zone would be consistent with the Valley Neighborhood General Plan Land Use designation, the Valley Growth Boundary, and numerous 2030 General Plan Policies. Specifically, this project would be considered an infill project and is consistent with 2030 General Plan infill and reinvestment policies CD 2.1; CD 2.2; CD 2.3; and CD 19.1.

As mentioned above, the Change of Zone from “R-1” Single-Family Residential to “R-2” Medium-Density Residential would allow an increase in the residential density of the project site. The project site is located in Review Area 1 of the Yuba County Airport Land Use Compatibility Plan (ACLUP). In addition to the environmental review aspect of the project requiring a conceptual site plan for environmental analysis purposes, staff required the applicant to provide a conceptual site plan showing that a 150-unit project (highest possible site density) could be constructed that was consistent with ACLUP policies. The applicant provided the County with a site plan that met all ACLUP policies. SACOG, the agency responsible to enforce ACLUP policies, provided verification on February 27, 2012 (Attachment 7) that both the project and conceptual site plan is consistent with the ACLUP. For a more detailed explanation of the project and its relationship to Yuba County Airport ACLUP, please see the Planning Commission staff report (Attachment 8).

Any future project as a result of the requested Change of Zone would be required to utilize Linda County Water District for both sewer and water needs. The site is located in Linda Fire Protection District and would utilize the district for fire protection needs.

ENVIRONMENTAL REVIEW

Staff has prepared an initial study for the project and subsequent Mitigated Negative Declaration and Mitigation Monitoring Plan (Attachments 4 and 5) pursuant to the California Environmental Quality Act (CEQA) Section 15070, (b) (1).

The initial study discusses the following project impacts: Air Quality (Permits), Cultural Resources (undiscovered cultural remains), Hydrology/Water Quality (water quality permits & local drainage plan), and Transportation/Traffic (fair share road improvement costs, safe route to school, and installation of transit shelter).

The project site contains little biological resources. Besides standard project impacts to air quality, Cultural resources and Hydrology/Water Quality, the biggest project impact was to Transportation/Traffic.

KD Anderson & Associates conducted a Traffic Impact Analysis to determine the project traffic impacts along Feather River Blvd, Alicia Ave, and Cedar Lane, and the intersections of Feather River Blvd/Arboga Avenue and Feather River Blvd and Alicia Avenue. The traffic study is consistent with traffic policies within the Circulation Element of the 2030 General Plan and provides mitigation measures that, when implemented, reduces project traffic impacts to a less than significant level. A more detailed traffic analysis can be found in Attachments 4 and 8.

The project environmental document was sent to the Governor's Office of Planning and Research for a 30-day public review period spanning between January 24th and February 22nd, 2012. The County received a comment letter from Caltrans discussing concerns that the project address impacts to the ramp junctions of SR-70 and Feather River Boulevard and the intersection of Feather River Boulevard and North Beale Road, concerns that the project water runoff might discharge into the State's highway right-of-way and highway drainage facilities, and discussing that all work within the State's right-of-way require a Caltrans Encroachment Permit.

The Public Works Department has found the project's traffic report sufficient in its project level analysis to local traffic and fair share recommendations to future road improvements along Feather River Boulevard. Specific impacts to the State Highway system were addressed and covered in the Yuba County 2030 General Plan Environmental Impact report (EIR) as General Plan traffic studies were conducted analyzing the Valley Growth Boundaries' impact to the State Highway system. As discussed in the Background/Discussion section, the project is consistent with the 2030 General Plan, more specifically with infill policies and as such the traffic analysis in the 2030 General Plan's EIR covers all project related impacts to the State Highway system. Caltrans comments related to project drainage potentially draining towards SR-70 and the State drainage system will not be an issue as drainage in the area actually drains away from SR-70 (0.25 miles west of the project site) and drains southeast to Friendship Park. Furthermore, as a project mitigation measure the applicant will be required to submit, and receive approval, of project drainage plans that will require drainage connections into the County maintained drainage facility in Friendship Park. A Caltrans Encroachment Permit will not be required as project related road and drainage improvements are all outside of the State right-of-way.

The County did receive other comment letters during the 30-day public review period, however comments received did not raise any significant environmental issues that were not adequately discussed in the project environmental document. Additionally, comment letters that discussed the merits of the 150-unit development project and not specific issues related to the environmental document were not provided responses as merit based comments are not appropriately addressed through the environmental review process.

COMMITTEE

The Planning Commission heard the project at their regularly scheduled meeting on February 15th, 2012. At that meeting, the Planning Commission was presented with a staff report and heard public comment regarding the project. Confusion arose whether the Planning Commission was making a recommendation regarding a Change of Zone or for the conceptual 150-unit affordable apartment complex that was analyzed as part of the project's environmental document. Staff discussed that the Planning Commission was only recommending approval of a Change of Zone from "R-1" Single-Family Residential to "R-2" Medium Density Residential and not a site specific development plan. Additionally, the Planning Commission was informed that California Government Code Section 65852 requires jurisdictions, on zoning related projects, to uniformly apply

zoning standards. As a result of Section 65852, the Planning Commission could not apply development standards to the project that are not listed in the “R-2” Medium Density Residential zone or the Yuba County Airport ACLUP to the project. For example, imposing standards such as a specific setback requiring project buildings to be constructed 100 feet away from a neighbor could not be allowed as part of the project because that specific setback does not exist in the “R-2” Medium Density Residential zoning standards. The Planning Commission supported staff’s project recommendation, and the Planning Commission made the following findings:

1. *The proposed project is consistent with the Land Use Element and other applicable elements of the Yuba County General Plan as well as with the Yuba County Zoning Map and Ordinance.*
2. *The project is physically suitable for the proposed type of density of development.*

Considering the above findings, the Planning Commission made a recommendation that the Board of Supervisors consider the public testimony received at the February 15, 2012 Planning Commission meeting and adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan and approve Change of Zone 2009-0004 by a 4-1 vote.

FISCAL IMPACT

There will be no fiscal impact to the General Fund by the project.

ATTACHMENTS

1. Resolution
2. Ordinance
3. Project Site
4. Mitigated Negative Declaration
5. Mitigation Monitoring Plan
6. Conditions of Approval
7. Comment Letters
8. February 15th, 2012 Planning Commission Staff Report

CEDAR

LANE

SCALE 1"=100'

EXISTING
ZONING:
R-1

EXISTING
ZONING:
R-1

100.00' 55.00' 105.00'
N90°00'00"E
260.00'

N00°00'00"E
118.00'

S90°00'00"E
380.00'

EXISTING
ZONING:
R-1

EXISTING
ZONING:
R-1

AVENUE

N00°00'00"W
852.00'

AREA = 13.5 ACRES

EXISTING ZONING: R-1
PROPOSED ZONING: R-2

S00°00'00"E
970.00'

EXISTING
ZONING:
R-1

ALICIA

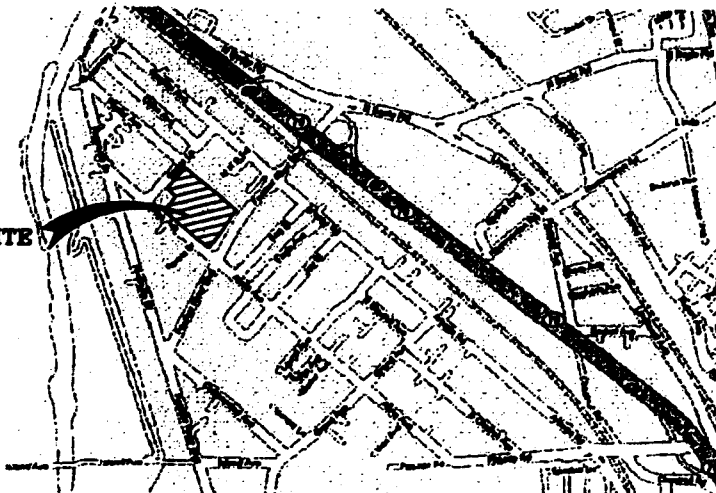
EXISTING
ZONING:
C

EXISTING
ZONING:
C

N90°00'00"W
640.00'

FEATHER RIVER BLVD.

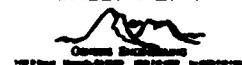
PROJECT SITE



VICINITY MAP
NTS



EXHIBIT "A"
REZONING
COUNTY OF YUBA, CALIFORNIA
SEPTEMBER 2009
SHEET 1 OF 1



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BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA

| | | |
|---|---|------------------------------|
| RESOLUTION ADOPTING THE |) | |
| MITIGATED NEGATIVE DECLARATION |) | |
| AND MITIGATION MONITORING PLAN |) | RESOLUTION NO.: _____ |
| AND APPROVAL OF CHANGE OF ZONE |) | |
| 2009-0004 (LANZA) SUBJECT TO THE |) | |
| ATTACHED CONDITIONS OF APPROVAL |) | |

WHEREAS, David Lanza filed an application for a Change of Zone 2009-0004 (Lanza), a request to change the existing zoning designation from "R-1" Single-Family Residential to "R-2" Medium-Density Residential for one parcel on a parcel consisting of 13.6 acres located at Assessor's Parcel Number: 020-133-012; and

WHEREAS, at their regularly scheduled meeting on February 15th, 2012 the Planning Commission held a public hearing and took public testimony on request for change of zone and made a recommendation by a vote of 4-1 that the Board of Supervisors consider the public testimony received and adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan and approve Change of Zone 2009-0004; and

WHEREAS, the Community Development and Services Agency of the County of Yuba has conducted an Initial Study for the proposed change of zone and concluded that the requested change would not result in any significant adverse environmental impacts provided the mitigation measures that are incorporated into the Mitigation Monitoring Plan and Conditions of Approval are implemented; and

WHEREAS, the Community Development and Services Agency of the County of Yuba has provided due notice of a public hearing before the Board of Supervisors of the County of Yuba and the intent to recommend adoption of the Mitigated Negative Declaration and Mitigation Monitoring Plan for the proposed change of zone in accordance with the California Environmental Quality Act, as amended;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board of Supervisors finds that the proposed change of zone is consistent with the Community Development Element and other applicable elements of the Yuba County 2030 General Plan, as well as with the Yuba County Zoning Map and Ordinance.
3. The Board of Supervisors finds that the site is physically suitable for the type of

and density of development that would be permitted with the adoption of the proposed change of zone.

4. The Board of Supervisors adopts the following 2 findings of fact as stated in the staff report for the Change of Zone (File# CZ 2009-0004):
 - The proposed change of zone is consistent with the Community Development Element and other applicable elements of the Yuba County 2030 General Plan as well as with the Yuba County Zoning Map and Ordinance.
 - The site is physically suitable for the type and density of development that would be permitted with the adoption of the proposed change of zone.
5. The Board of Supervisors finds that the requested change of zone, as conditioned, is in compliance with the Subdivision Map Act and the Yuba County Ordinance Code.
6. The requested change of zone will not cause substantial environmental damage to fish and/or wildlife and their habitats, nor have the potential for adverse effect(s) on wildlife resources or the habitat upon which wildlife depends. A Notice of Determination will be recorded with the County Recorder and Fish and Game Filing Fees will be paid to the County Recorder.

The Board of Supervisors hereby adopts the Mitigated Negative Declaration and Mitigation Monitoring Plan, incorporated herein by reference, and recommends approval of Change of Zone 2009-0004 subject to the Conditions of Approval incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, _____, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

Hal Stocker, Chairman
County of Yuba Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

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

BY: _____

BY: *Pan Garamore*

INITIAL STUDY/NEGATIVE DECLARATION

**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION
CZ 2009-0004 (Lanza)**

| | |
|--------------------------------------|--|
| Project Title: | CZ 2009-0004 (Lanza) |
| Lead Agency Name and Address: | County of Yuba Planning Department 915 8 th Street, Suite 123 Marysville, CA 95901 |
| Project Location: | 866 Cedar Lane, Linda, CA APN: 020-133-012 |
| Applicant/Owner | David Lanza P.O. Box 591 Marysville, CA 95901 |
| Engineer | Genesis Engineering, Sean O'Neil 1402 D Street Marysville, CA 95901 |
| General Plan Designation | Valley Neighborhood |
| Zoning: | "R-1" Single-Family Residential |
| Contact Person: | Kevin Perkins, Associate Planner |
| Phone Number: | (530) 749-5470 |
| Date Prepared | January 2012 |

Project Description

The project site is located in the community of West Linda, southwest of the City of Marysville. The project site is located on a 13.6 acre (APN: 020-133-012) parcel adjacent to Alicia Avenue near its intersection with Feather River Boulevard (Figure 1). The proposed project is located on the site as a previously approved Tentative Subdivision Map (TSTM2005-0005) which consisted of a 54-lot residential subdivision.

The proposed project consists of phased Change of Zone from "R-1" Single-Family Residential (up to 4 dwelling units/acre) to "R-2" Medium Density Residential (up to 17 dwelling units/acre) in order to accommodate an affordable housing apartment complex. The proposed apartment complex would be consistent with the "R-2" Medium-Density Residential zoning and the Change of Zone would be consistent with the Valley Neighborhood General Plan Land Use designation.

As mentioned above, the Change of Zone from "R-1" Single-Family Residential to "R-2" Medium-Density Residential would allow an increase in the residential density of the project site that would be used to construct a 150-unit affordable housing apartment complex (96 more units than previously analyzed under TSTM 2005-0005). The project site is located in Review Area 1 of

the Yuba County Airport Land Use Compatibility Plan (ACLUP). Review Area 1 encompasses locations where land-use compatibility is of concern with airport operations and is comprised of locations within the CNEL 60 db contour, Safety Zones 1-6 and Approach/Transitional Surfaces. Specifically, 8.9 acres of the western portion of the project site is located in the Outer Approach/Departure Safety Zone 4; the remaining 4.6 acre portion of the project site is located in the Traffic Pattern Safety Zone 6. Multi-Family Residential is a normally compatible use in Safety Zone 6 whereas in Safety Zone 4 it is conditionally accepted. The project site, however, was granted a Site-Specific Exemption (Yuba County Airport ACLUP 4.2.2) that allows for no more than 72 dwelling units on the 8.9 acre portion of the project site located in Safety Zone 4 when the Yuba County Airport ACLUP was approved in March 17, 2011. The remaining 4.6 acres located in Safety Zone 6 was approved, besides its applicable zoning designation, to have no ACLUP limit to its residential density.

Any future project as a result of the requested Change of Zone would be required to utilize Linda County Water District for both sewer and water needs. Primary access to the site would be located off of Alicia Avenue to the west and Cedar Lane to the north. The site is located in Linda Fire Protection District and would utilize the district for fire protection needs.

CZ2009-0002 LANZA



Environmental Setting

The project site is currently vacant. The site is relatively flat and shows evidence of past disking. A few trees are located near the northern boundary of the project site near Cedar Lane; otherwise, vegetation on the site consists of grasses and weeds. The project fronts both Cedar Lane and Alicia Avenue, two local/residential streets. Except for the side of Alicia Avenue opposite of the project site, neither street has curb or gutters. No sidewalks have been installed on either street. A drainage ditch runs along the site's northwest boundary. Power lines run along Alicia Avenue and Cedar Lane.

Surrounding land uses consist of single-family residential development to the west and east, as well as adjacent to the site's northern boundary. Also located to the east is a mobile home park. Cedar Lane Elementary School is located north of the project site, on the opposite side of Cedar Lane. The Cedar Lane Family Resource Center is located adjacent to the school. Land south of the project site contains some commercial development (Cloverleaf Market), along with vacant land. Feather River Boulevard is located to the south, though not adjacent to the site. State Highway Route 70 and the Union Pacific Railroad tracks are located nearly one-half mile to the east. The Yuba River is approximately one mile to the north, while the Yuba County Airport is over one mile to the south.

Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

- Regional Water Quality Control Board (for grading over 1 acre in size)
- Yuba County Building Department (building, electrical and plumbing permits)
- Yuba County Public Works Department (roadways and other public improvements)
- Yuba County Environmental Health Department (well and septic improvements)
- Feather River Air Quality Management District (fugitive dust control plan)

Environmental Factors Potentially Affected:


The environmental factors checked below would be potentially affected by this project, as indicated by the checklist and corresponding discussion on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input checked="" type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

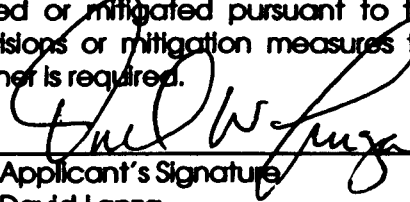
DETERMINATION: (To be completed by the Lead Agency)

On the basis of this Initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


 Planner's Signature
 Kevin Perkins, Associate
 Planner

1-20-12
 Date


 Applicant's Signature
 David Lanza

1-19-12
 Date

PURPOSE OF THIS INITIAL STUDY

This Initial Study has been prepared consistent with CEQA Guidelines Section 15063, to determine if CZ 2009-0004 as proposed may have a significant effect upon the environment. Based upon the findings contained within this report, the Initial Study will be used in support of the preparation of a Mitigated Negative Declaration

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).
- 2) All answers must take into account the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) The explanation of each issue should identify:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less than significance.

| I. AESTHETICS | | | | | |
|---------------------------|---|---|---|---|-------------------------------------|
| Would the project: | | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| a) | Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) | Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) | Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) | Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) No scenic views have been identified in the project vicinity. The views consist of primarily residential development, and no distant views of mountains or other scenic vistas are available from the project site. Therefore, there would be **No Impact** on scenic vistas.

b-c) Four mature trees are located near Cedar Lane. However, they are of different tree species and are scattered in that area. The overall visual character of the project site as it currently is that of a flat overgrown field with grasses and weeds. Any future landscaping associated with future development would improve the visual characteristics of the project site. No scenic resources along a State Scenic Highway would be affected, since Yuba County has no scenic highways. Therefore, there would be a **Less Than Significant** impact on scenic highways.

d) Development proposed by the Change of Zone has the potential to create a new source of substantial light or glare since the project would be constructed on land that currently has no light or glare sources. This would primarily affect nighttime views. However, the light and glare would be of the type generally associated with residences and consistent with the urban nature of the surrounding area. Therefore the impacts caused by substantial light or glare are anticipated to be **Less Than Significant**.

II. AGRICULTURAL RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|------------------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

The 2010 Yuba County Important Farmland Map prepared by the Department of Conservation classifies the project site as "Urban and Built-Up Land" which is as land that is occupied by structures with a building density of at least 1 unit to 1.5 acres of land. Since the project site is not prime, important, or unique agricultural land, there would be **No Impact**.

b) and c) The project site is not currently zoned for agricultural use, nor is it under a Williamson Act Contract. The project site is surrounding by existing urban development, and no farmland has been identified in the immediate area. The project would result in **No Impact**.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|-------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Result in significant construction-related air quality impacts? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) In 2010, an update to the 1994 Air Quality Attainment Plan was prepared for the Northern Sacramento Valley Air Basin (NSVAB), which includes Yuba County. The plan proposes rules and regulations that would limit the amount of ozone emissions, in accordance with the 1994 State Implementation Plan (SIP) for ozone. The 2010 update summarizes the feasible control measure adoption status of each air district in the NSVAB, including the Feather River Air Quality Management District (FRAQMD). The 2010 update was adopted by the FRAQMD, and development proposed by the project would be required to comply with its provisions.

The Air Quality Attainment Plan also deals with emissions from mobile sources, primarily motor vehicles with internal combustion engines. Data in the Plan, which was incorporated in the SIP, are based on the most currently available growth and control data. The project would be consistent with this data. As is stated in the guidelines of FRAQMD, projects are considered to have a significant impact on air quality if they reach emission levels of at least 25 pounds per day of reactive organic gases (ROG), 25 pounds per day of nitrogen oxides (NOx), and/or 80 pounds per day for PM10. FRAQMD has established a significance threshold of 130 single-family homes or 160 low rise apartment units, which is the number estimated to generate emissions of 25 pounds per day of ROG and 25 pounds per day of NOx. It is expected that motor vehicle traffic, the main source of ozone precursor emissions, generated by this Change of Zone that would allow a 150-unit apartment complex to be built on the project site would not substantially add to the ozone levels to the extent that attainment of the objectives of the Air Quality Attainment Plan would not be achieved. Therefore, impacts to air quality plans would be *Less Than Significant*.

b) The California Air Resources Board provides information on the attainment status of counties regarding ambient air quality standards for certain pollutants, as established by the federal and/or state government. As of 2010, Yuba County is in non-attainment-transitional status for state and national (one and eight hour) air quality standards for ozone, and state standards for particulate matter less than 10 microns in diameter (PM10). The County is in attainment or unclassified status for all other pollutants for which standards have been established.

Under the guidelines of FRAQMD, projects are considered to have a significant impact on air quality if they reach emission levels of at least 25 pounds per day of reactive organic gases (ROG), 25 pounds per day of nitrogen oxides (NOx), and/or 80 pounds per day for PM10. ROG and NOx are ingredients for ozone. Also, FRAQMD has established a significance threshold of 130 single-family homes or 160 low rise apartment units, which is the number estimated to generate emissions of 25 pounds per day of ROG and 25 pounds per day of NOx. For PM10, it is estimated by FRAQMD that 4,000 homes must be built in order to reach the 80 pounds per day threshold. The proposed Change of Zone that would allow a 150-unit apartment complex to be built on the project site which is well below the FRAQMD thresholds. However, FRAQMD does recommend the following construction phase Standard Mitigation Measures for projects that do not exceed district operational standards:

MM3.1

- Receive and Implement a Fugitive Dust Plan from FRAQMD prior to the issuance of any construction related building permit.

The above mitigation measure would be incorporated as part of the project to reduce dust emissions associated with construction of the project and implementation of these mitigation measures would reduce project impacts on air quality standards would be ***Less Than Significant with Mitigation.***

c) As previously noted, the project would allow for a Change of Zone that would allow a 150-unit apartment complex to be built on the project site. Therefore, the project would not exceed the thresholds for ROG and NOx, which have been equated with the construction of 130 single-family homes or 160 low rise apartment units. The project also would not exceed the 80 pounds per day threshold for PM10, as that would require approximately 4,000 homes. The project is not expected to generate a significant quantity of air pollutant emissions. Therefore, impacts on emissions would be ***Less Than Significant.***

d) As previously noted, the project would allow a Change of Zone that would allow a 150-unit apartment complex to be built on the project site. Construction associated with future development is expected to generate a limited amount of PM10, mainly dust and possible burning of vegetation. Rule 3.16 of FRAQMD Regulations requires a person to take "every reasonable precaution" not to allow the emissions of dust from construction activities from being airborne beyond the property line. Reasonable precautions may include the use of water or chemicals for dust control, the application of specific materials on surfaces that can give rise to airborne dust (e.g., dirt roads, material stockpiles), or other means approved by FRAQMD. FRAQMD Regulations Rule 2.0 regulates the burning of vegetation associated with land clearing for development of single-family residences. Enforcement of these rules would reduce the amount of PM10 that would be generated by residential development on the project site. Moreover, construction is not expected to occur all at once, but likely would be spaced out over time as interest occurs in building on these parcels. Spreading out the construction time would reduce the amount of pollutants generated at a given time. Additionally and consistent with Yuba County's 2030 General Plan Public Health & Safety Policy HS6, as a Condition of Approval for the project and a mitigation measure, MM3.1, prior to the issuance of any grading.

| IV. BIOLOGICAL RESOURCES | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|---|-------------------------------------|-------------------------------------|
| Would the project: | | | | |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) The proposed Change of Zone and 150-unit apartment complex would be located on a vacant parcel that the Yuba County 2030 General Plan Natural Resource Land Cover Exhibit 5 shows as having a developed land cover as the project site is located within an urbanized area which lessens the likelihood of wildlife habitat to be found on the site. The Swainson's Hawk, a species of special concern, is listed on the California Natural Diversity Database as having habitat in the Olivehurst Quadrant, mainly for nesting and foraging. However, there are only four trees on the site that could be used for nesting and these trees are located across the street from an elementary school. Additionally, the project site shows evidence of disking, which would disturb foraging habitat. Given this and the proximity of the project site to urban development, the project site does not provide suitable habitat for Swainson's hawk. Impacts of the project on special-status species are considered **Less Than Significant**.

b-c) The project site contains only four mature trees, and no other vegetation outside of grasses and weeds. No woodlands exist on the project site. No streams or other wetland areas, which would include sensitive habitats such as riparian communities, were identified on the project site. No wetland areas that could be considered federally protected wetlands were identified onsite. Any wetland areas that may have existed on the project site have likely been disturbed by past activities. Therefore, **No Impact** on any sensitive habitat would occur.

d) As noted above, the project site does not contain suitable habitat for any sensitive species, especially since it is surrounded by urban development. Therefore, it is expected that the project

site would not be used as a wildlife corridor or a nursery site. Due to the degraded nature of the potential habitat, plus the lack of any watered areas, the project site offers little to migratory birds or other wildlife. The project would have a **Less Than Significant** on these issues.

e) The Natural Resource of the County's 2030 General Plan contains numerous policies related to the conservation of biological resources. The project is consistent with General Plan policies regarding wetlands conservation; there would be no other conflicts with General Plan policies regarding conservation of biological resources. Therefore, impacts to local policies or ordinances would be **No Impact**.

f) No Habitat Conservation Plans, Natural Community Conservation Plans, or similar plans apply to the project site. Yuba County is in the process of preparing a Joint Habitat Conservation Plan/Natural Community Conservation Plan with Sutter County, but the area the proposed plan would cover would not include the project site. Therefore, there would be **No Impact** related to conservation plans.

| V. CULTURAL RESOURCES | | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|------------------------------|---|--------------------------------------|--|-------------------------------------|--------------------------|
| Would the project: | | | | | |
| a) | Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) | Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) | Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) | Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) A literature search for cultural resources was conducted by the North Central Information Center (NCIC) for the project site during the environmental review process of an earlier project that was planned for the site-TSTM 2005-0005. The NCIC revealed in their response letter, that no cultural resources surveys had been conducted on the subject property and no known historical resources or historic sites have been found on the project site. Additionally, the Yuba County 2030 General Plan identifies the site has having a low sensitivity to pre-historical resources. However, there is the possibility that undiscovered resources may be found in the course of project development work, for instance during grading activities for the interior access road, trenching for the septic system and leach field or other ground disturbances. In this case mitigation measure MM5.1 shall be implemented prior to commencement of project any construction activities to offset this potential.

b) and c) No archaeological resources or paleontological resources are known or expected to exist on the project site. If cultural resources are uncovered during the course of project development and construction, grading and other related site preparation work shall cease and the site shall be examined by a qualified historian or archaeologist for protection or preservation. In the event that paleontological resources are discovered, mitigation measure, MM5.1 shall be implemented.

d) There are no known burial sites within the project area. If human remains are unearthed during future development, the provisions of California Health and Safety Code Section 7050.5 and MM 5.1 shall apply. Under this section, no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98.

Mitigation Measure 5.1

MM 5.1 Pursuant to CEQA Guidelines Section 15064.5(e), in the event of the accidental discovery or recognition of prehistoric or historic resources in an area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of

death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American heritage Commission within 24 hours.

Upon completion of the site examination, the archeologist shall submit a report to the City describing the significance of the finds and make recommendations as to its disposition. If human remains are unearthed during construction, the provisions of California Health and Safety Code Section 7050.5 shall apply. Under this section, no further disturbance of the remains shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98. Mitigation measures, as recommended by the archaeologist and approved by the City in accordance with Section 15064.5 of the CEQA Guidelines, shall be implemented prior to recommencement of construction activity within the 50-foot perimeter.

Implementation of the above mitigation measure, **MM5.1** would ensure that potential impacts to cultural resources would be reduced to a ***Less Than Significant Level with Mitigation Incorporated***.

INITIAL STUDY/NEGATIVE DECLARATION

| VI. GEOLOGY AND SOILS | | | | |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) Seismic related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) (Hii) Yuba County 2030 General Plan describes the potential for seismic activity potential within Yuba County as being relatively low and it is not located within a highly active fault zone. No Alquist-Priolo Earthquake Fault Zones are located within the County. The faults that are located within Yuba County are primarily inactive and consist of the Foothills Fault System, running south-southeastward near Loma Rica, Browns Valley and Smartsville. Faults within the Foothill Fault System include Prairie Creek Fault Zone, the Spenceville Fault, and the Swain Ravine Fault. The project area is not known to be prone to liquefaction as well, and as a result there would be **Less Than Significant** impact.

a) (iv). The Yuba County 2030 General Plan Policy HS8.14 requires that new development that involves earth disturbance of area with slopes exceeding 5 percent shall prepare and implement an erosion control plan prior to the issuance of a grading permit. The project site is relatively flat with no slope and will not be required adhere to Policy HS8.14. Given compliance with HS8.14, hazards associated with potential seismic and landslide result in a **No Impact**.

b), c) and d) According to Exhibit 7 of the Public Health & Safety Element of the Yuba County 2030 General Plan the project site has a slight potential for soil erosion hazards. Should application be made for a building permit, Yuba County Building Department staff will

determine appropriate building foundation systems for all proposed structures, in accordance with the requirements of the adopted building code. The Building Official may require additional soils testing, if necessary; as a result ***Less Than Significant*** impact.

e) The proposed Change of Zone and 150-unit apartment complex would not use septic tanks, as any development on the project site would be required to connect to public sewer and as a result the impacts would be ***No Impact***.

VII. GREENHOUSE GAS EMISSIONS

| | Potentially Significant Impact | Less Significant Mitigation Incorporated | Than With | Less Than Significant Impact | No Impact |
|--|--------------------------------------|---|--------------|------------------------------------|--------------|
|--|--------------------------------------|---|--------------|------------------------------------|--------------|

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

- a) Global Warming is a public health and environmental concern around the world. The predominant opinion within the scientific community is that global warming is currently occurring, and that it is being caused and/or accelerated by human activities, primarily the generation of "greenhouse gases" (GHG).

In 2006, the California State Legislature adopted AB32, the California Global Warming Solutions Act of 2006, which aims to reduce greenhouse gas emissions in California. Greenhouse gases, as defined under AB 32, include carbon dioxide, methane, nitrous oxide, hydro-fluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the California Air Resources Board (ARB), the State agency charged with regulating statewide air quality, to adopt rules and regulations that would achieve greenhouse gas emissions equivalent to statewide levels in 1990 by 2020. However, to date, no threshold has been established for what would constitute a cumulatively considerable increase in greenhouse gases for individual development projects.

There will be indirect emissions as a result of construction related activities such as emissions from equipment exhaust. The Yuba County 2030 General Plan's Public Health & Safety Section Policy HS6.1 requires that all new development implement emissions control measures recommended by FRAQMD for all construction related activities. As requirement of the issuance of any building or construction related permit, the Yuba County Building Department requires that the applicant comply with all FRAQMD dust and emission control measures. Furthermore, as part of the project's conditions of approval and a project Mitigation Measure 3.1, the applicant will be required to adhere to all relevant FRAQMD standards related to emissions and dust controls.

Based on the project description, the project would generate additional vehicle trips in conjunction with build out of a 150-unit apartment complex. Although the project will have an impact on greenhouse gas emissions with the build out of the apartment complex the Yuba County 2030 General Plan anticipated and directed this level of development in the Valley Neighborhood land use designation as evidence by Community Development Policy CD13.3 which states all development in the unincorporated County should be focused within the Valley Growth Boundary and Rural Communities. The impact related to greenhouse gas emissions would result in **Less Than Significant**.

- b) Yuba County is currently updating its Uniform Development Code, which will include a Climate Action Plan that will address Greenhouse Gas emissions; however there is not a plan in place at this time. The project is consistent with the Air Quality & Climate Change policies within the Public Health & Safety Section of the 2030 General Plan therefore, the project does not conflict with any applicable plan, policy or regulation and will result in **No Impact**.

INITIAL STUDY/NEGATIVE DECLARATION

| VIII. HAZARDS AND HAZARDOUS MATERIALS | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project: | | | | |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) The project proposes a Change of Zone that would allow a 150-unit apartment complex to be constructed on site. Multi-family residential developments do not require the use of hazardous materials. Some hazardous materials would be used in project construction. Roadway construction typically uses hot mix asphalt, which is composed of aggregate and asphalt cement, a viscous petroleum product. Hot mix asphalt cools rapidly and hardens once applied, and the low potential fire potential associated with this material is eliminated once it hardens. The only other potentially hazardous material that would be used during construction would be motor vehicle fuels and oils. These materials would be present a minor hazard, and only if spillage occurs. Use of these materials would cease once project construction is completed. Given the temporary nature of project construction, impacts related to the transport, use, and storage of hazardous materials would be **Less Than Significant**.

b) Construction activities associated with the project typically include refueling and minor maintenance of construction equipment on location, which could lead to minor fuel and oil

spills. The use and handling of hazardous materials during construction activities would occur in accordance with applicable federal, state, and local laws including California Occupational Health and Safety Administration (CALOSHA) requirements. If any fuel and oil spills occur, they would take place on areas that are largely undeveloped, and spills would be minor.

While the proposed project would not involve any major transport of hazardous materials, it would be located approximately one-half mile west of the Union Pacific Railroad tracks and State Highway Route 70. These facilities may be used for carrying hazardous materials, which could be released in the event of an accident. Accidents of the above mentioned kind are rare in Yuba County and not likely to happen related to this project. Impacts related to potential upsets and accidents involving hazardous materials are expected to be **Less Than Significant**.

c) The proposed project is located across the street from Cedar Lane Elementary School. However, as noted above, the only hazardous materials associated with this development would be household and lawn products, which would not present a hazard to school students and employees. The project would not include any activities that would generate hazardous materials emissions or use acutely hazardous materials. The project would have No Impact on Cedar Lane Elementary School regarding hazardous materials.

d) The project site is not located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The site has historically been vacant. Therefore, the project would not create a significant hazard to the public or the environment and there would be **No Impact**.

e) The project site is located approximately 5,500 feet northwest of the Yuba County Airport. The project is subject to land use limits and regulations of the Yuba County Airport Comprehensive Land Use Plan (ACLUP) which was adopted in March, 2011. As discussed in the project description, the project is located in the Review Area 1 of the ACLUP and an 8.9 acre portion of the project is located in Safety Zone 4 which governs land uses located in the Outer Approach/Departure Zone of the Yuba County Airport. The remainder 4.6 acres of the project site are located in Safety Zone 6 (Traffic Pattern Zone). Multi-family residential projects are "Conditionally Compatible" in Safety Zone 4 if it meets certain density, development, and design factors whereas they are "Normally Compatible" in the Yuba County ACLUP and allowed without needing to meet specific density, development, or design standards. The project site was given a Site Specific Exemption 4.2.2 by the Yuba County ACLUP as the local Airport Land Use Commission (APLUC) that governs the Yuba County Airport made specific finding for the site to allow for limited development on the 8.9 acre portion of the project site located in Safety Zone 4. Section 4.2.2 of the Yuba County APLUP limits development to no more than 72 total dwelling units; no single structure can contain more than 12 dwelling units or have more than 2 occupied floors; and a 2.9 acres portion of the 8.9 acres located in Zone 4 needs to be maintained open land that is free of all structures, poles, etc. Given the project's consistency with the ACLUP and the Site Specific Exemption given to the project site, the project would have a **Less Than Significant**.

f) No private airstrips are in the vicinity of the project site. There would be **No Impact** related to private airstrips.

g) Yuba County is currently developing a Pre-Disaster Multi-Hazard Mitigation Plan (MHMP), in accordance with the Disaster Mitigation Act of 2000, to develop activities and procedures to reduce the risk of loss of life and property damage resulting from natural and man-made hazards and disasters.

The 2030 Yuba County General Plan Public Health & Safety Element Exhibit 11 (Primary Evacuation Routes) displays planned evacuation routes throughout Yuba County. In terms of the project site, the nearest evacuation route is State Highway Route 70 which is located one-half mile to the east. The primary local evacuation route to get to State Highway Route 70 would most likely be Alicia Avenue, Cedar Lane, and Feather River Boulevard. As residential streets, Alicia Avenue and Cedar Lane have relatively limited traffic capacity. Both Alicia Avenue and Cedar Lane would be improved along their frontages with the construction of the project site, which would improve capacity on these segments. Feather River Boulevard, which expands to four lanes east of its intersection with Alicia Avenue, can accommodate the additional traffic from the project site during an evacuation. Impacts related to evacuations are considered **Less Than Significant**.

h) The project is surrounded by existing urban development. Very little wildland exists in the vicinity. Under current conditions, the project site poses a potential fire hazard, as grasses and weeds on the site become dry during the summer and early fall. Development of the site would remove this potential hazard. The project would have **No Impact** to wildland fire hazards.

| IX. HYDROLOGY AND WATER QUALITY | | | | |
|---|--------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| a) Violate any water quality standards or waste discharge requirements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Source: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| j) Inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) c) and f) The project may result in ground disturbance equal to or greater than one acre in size and would then be within the jurisdiction of the Central Valley Regional Water Quality Control Board (RWQCB), which develops and enforces water quality objectives and implementation plans that safeguard the quality of water resources in its region. Prior to construction of a project greater than one acre, the RWQCB requires a project applicant to file for a National Pollution Discharge Elimination System (NPDES) General Permit. The General Permit process requires the project applicant to 1) notify the State, 2) prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), and 3) to monitor the effectiveness of the plan.

The following mitigation shall be incorporated into the project's construction activities and stormwater runoff design to offset the potential for siltation (erosion) and other potential water quality impacts.

Mitigation Measure 9.1

MM 9.1 Prior to the County's approval of a grading plan or site improvement plans, the project applicant shall obtain from the Central Valley Regional Water Quality Control Board a National Pollution Discharge Elimination (NPDES) Permit for the disturbance of over one acre. Further, approval of a General Construction Storm Water Permit (Order No. 99-08-DWQ) is required along with a Small Construction Storm Water Permit. The permitting process also requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared prior to construction activities. The SWPPP is used to identify potential construction pollutants that may be generated at the site including sediment, earthen material, chemicals, and building materials. The SWPPP also describes best management practices that will be employed to eliminate or reduce such pollutants from entering surface waters.

With this measure associated impacts are anticipated to be reduced to ***Less than Significant with Mitigation Incorporated.***

b) The project proposes that the future development be connected to the existing LCWD water system. The proposed project would not utilize individual wells. LCWD has raised no objection to the connection of the proposed development to its water system. The applicant would be required to adhere to all rules and regulations governing water service hook-up. Proposed development would introduce impervious surfaces on the project site, which would have an impact on recharge. However, it would allow percolation in some areas, such as lawns and street tree planting areas. Groundwater recharge activity would continue to occur and the project impacts would be ***Less Than Significant.***

d-e) The proposed project would introduce impervious surfaces through the addition of a 150-unit apartment complex, roads, and driveways. This has the potential to generate higher runoff rates, which could cause flooding either on or off-site. The following mitigation measure is recommended to reduce any potential flooding.

Mitigation Measure 9.2

MM 9.2 Prior to issuance of any improvement, grading, or building plans a plan for a permanent solution for drainage shall be submitted to and approved by the Yuba County Public Works Department. The drainage and improvement plans shall provide details relative to drainage, piping, and swales. Furthermore, the drainage plan shall specify how drainage waters shall be detained onsite and/or conveyed to the nearest natural or publicly maintained drainage channel or facility as approved by the Public Works Department and shall provide that there shall be no increase in the peak flow runoff above existing conditions. If any off-site drainage facilities are proposed in the drainage plan, these facilities shall be evaluated for potential environmental impacts, and any identified significant impacts associated with these off-site facilities shall be mitigated.

Implementation of the above mitigation would ensure that potential impacts to storm water drainage systems would be reduced to a ***Less than Significant with Mitigation Incorporated.***

g- h) The project is not located within a 100-year flood plain, as mapped by the Federal Emergency management Agency (FEMA). The project would have. **No Impact** related to floodplains.

i) The Yuba County 2030 General Plan Public Health & Safety Element Exhibit 2 shows Dam Inundation areas in the County. The entire western portion of Yuba County, and all of the 2030 General Plan projected growth are, (the Valley Growth Boundary), is located in a dam inundation area. The proposed project would not expose people or structures to any greater risk of flooding caused by dam failure than what was planned in the 2030 General Plan or what currently exists. The probability of dam failure is low and a result any risk to flooding caused by the project is **Less Than Significant**.

j) Yuba County is an inland area not subject to seiche or tsunaml. Mudflow is not considered an identified issue at this location. **No Impact**.

INITIAL STUDY/NEGATIVE DECLARATION

| X. LAND USE AND PLANNING | | | | |
|---|--------------------------------|--|------------------------------|-------------------------------------|
| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation

- a) The project site is currently undeveloped and associated and is located in an area with existing urbanized development. Due to the location and physical characteristics of the site, the project is not expected to physically divide an established community. Therefore, there would be **No Impact** to established communities.
- b) The project, as proposed, is consistent with both the adopted County 2030 General Plan land use designation of Valley Neighborhood. The intent of the Valley Neighborhood land-use designation is to provide for the full range of housing types, commercial and public services, retail, offices, civic uses, recreational amenities, and other components of a complete neighborhood in valley portions of the County. Specifically, as an allowable uses apartments, condominiums are allowed. A Change of Zone from "R-1" Single-Family Residential to "R-2" Medium Family Residential would be consistent with the 2030 General Plan. The proposed 150-unit apartment complex would also be consistent with "R-2" permitted uses and density requirements as discussed in the Yuba County Zoning Ordinance. Therefore, impacts related to a land-use plan, policy or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect would be **Less Than Significant**.
- c) As discussed in the Biological Resources section, no habitat conservation plans apply to the project site. Yuba County is in the process of preparing a Joint Habitat Conservation Plan/Natural Community Conservation Plan with Sutter County, but has not yet adopted such a plan. Therefore, there would be **No Impact** to any conservation plans.

INITIAL STUDY/NEGATIVE DECLARATION

| XI. MINERAL RESOURCES | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|------------------------------------|-------------------------------------|
| <i>Would the project:</i> | | | | |
| a) <i>Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) <i>Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) and b) Exhibit GS-5, Mineral Resource Locations, of the Yuba County 2030 General Plan Geology and Soils Background Report, identify known and expected mineral resources within Yuba County, respectively. The project site is not located within an active mining area or a mineral resource zone in Exhibit GS-5. The project is expected to have *no impact* on mineral resources. Therefore, **No Impact** is anticipated.

| XII. NOISE | | | | |
|---|--------------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project result in: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) Land used for single and multi-family residential surrounds the project site. Residential development does not generate as significant a level of noise as industrial activities or major roadways. Although the project is located ½ miles west of State Highway Route 70 and the Union Pacific rail line, the ½ mile distance reduces noise levels from these uses. The Yuba County Airport is located 5,500 feet to the south; however, the project site is located outside of any of the airport's ACLUP Noise Impact Zones. No other major industrial plants that are significant noise generators are located in the immediate area.

The Public Health & Safety Element of the Yuba County 2030 General Plan, Table Public Health & Safety-1, contains recommended ambient allowable noise level objectives. For residential land uses Table 1 recommends an interior ambient noise level of 45 dB in both daytime and evening hours and an ambient noise level not to exceed 60 db for outdoor activity areas. Future development on the project site would not experience noise levels exceeding these thresholds, due to the very low density of development proposed. Therefore, impacts related to noise levels would be **Less Than Significant**.

b) Primary sources of groundborne vibrations include heavy vehicle traffic on roadways and railroad traffic. There are no railroad tracks or highways located closer than ½ mile from the project site. Traffic on roadways in the immediate project area would include very few heavy vehicles, as no land uses that may require them are in the vicinity. Therefore, there would be **No Impact** related to groundborne vibrations.

c) The project proposes the construction of 150-unit apartment complex. This would result in an increase in the ambient noise level of the area above existing levels, since the site is currently undeveloped. However, this would be only an incremental increase, as residential development is a relatively benign land use in relation to noise generation. The noise generated by the project would be similar to that created by surrounding land uses, which are predominantly urbanized residential. Therefore, impacts related to ambient noise levels would be ***Less Than Significant***.

d) Construction activities associated with the project may cause a temporary increase in noise levels in the vicinity. However, these noise levels would be temporary and would cease once construction activities end. The County noise ordinance requires that residential zones not exceed an ambient noise level of 45 decibels from 10:00 pm to 7:00 am. This would reduce construction noise impacts on neighboring residences surrounding the project site, particularly at nighttime when residents are most sensitive to noise. Therefore, impacts related to temporary noise would be ***Less Than Significant***.

e) As discussed in the Hazards and Hazardous Materials section, the nearest airport to the project site is the Yuba County Airport. As indicated the Yuba County Airport Land Use Compatibility Plan, the project site is located beyond the Noise Impact Zones of the airport. Therefore, the project site would likely be exposed to noise levels from the Yuba County Airport operations that are below exterior noise level thresholds used by the County. Therefore, impacts related to airport noise would be ***Less Than Significant***.

f) As noted in the Hazards and Hazardous Materials section, there are no private airstrips within the vicinity of the project site. Therefore, there would be ***No Impact*** to a private airstrip from this project.

| XIII. POPULATION AND HOUSING | | | | |
|---|--------------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) Development proposed by the project would result in an increase in population in the immediate area with the construction of a 150-unit apartment complex. According to the Yuba County 2008-2013 Housing Element, this project would result in a population increase of 437 persons assuming 2.91 persons per residence. This growth would be consistent with the designations and projections in the County's 2030 General Plan and its 2008-2013 Housing Element. As mentioned in the Community Development section, the General Plan has designated the area for multi-family residential (Valley Neighborhood), and the project would be consistent with this designation. Therefore, impacts related to population growth would be ***Less Than Significant***.

b-c) The project site is currently vacant, with no existing structures on the property. As the site will likely add units, the project would not displace any existing housing or people. Therefore, there would be ***No Impact*** by the project.

INITIAL STUDY/NEGATIVE DECLARATION

XIV. PUBLIC SERVICES

Would the project result in:

Potentially
Significant
Impact

Less Than
Significant
With
Mitigation
Incorporated

Less Than
Significant
Impact

No
Impact

Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

| | | | | |
|-----------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Other public facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) The project site is located within the Linda Fire Protection District. All fire protection would be required to be constructed to District standards. Therefore, impacts related to fire protection would be **Less Than Significant**.

b) The addition of a 150-unit apartment complex and the associated population increase would create additional demand on the Yuba County Sheriff's Department. In order to address the Sheriff's Department impact, a portion of the capital facility fee collected prior to final building permits for the apartment complex would go to law enforcement and criminal justice services. The potential revenue collected would reduce the potential impact of the project on law enforcement services to **Less Than Significant**.

c) The project site is within the jurisdictional boundaries of the Marysville Joint Unified School District. Since the project proposes the construction of a 150-unit apartment complex, it is not expected to generate a number of students that would place substantial demands on the school district. In addition, school fees would be required for the apartment complex that could be built as a result of this project to reduce potential impacts. Overcrowding has not been identified as an issue with the Marysville Joint Unified School District. Therefore, impacts related to schools would be **Less Than Significant**.

d) The proposed Change of Zone and 150-unit apartment complex may increase the usage of parks in the vicinity. However, given the number of proposed residences, this increased demand would be minimal. Also, the project applicant would be required to dedicate a 2.9 acre portion of the project site to maintained open space per the project Site-Specific Special Exemption it received from the Yuba County Airport (ACLUP). Therefore, impacts related to parks would be **Less Than Significant**.

e) Other public facilities that could be affected by the project include the Yuba County Library and County roads. Development proposed by the project may add to the demand for library services. However, this demand would be minimal, and it is expected that the Yuba County Library can accommodate this additional demand. Therefore, impacts related to public services would be **Less Than Significant**.

INITIAL STUDY/NEGATIVE DECLARATION

| XV. RECREATION | | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--------------------|---|--------------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project: | | | | | |
| a) | Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) | Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) As mentioned in the Public Services section, the proposed Change of Zone would increase the use of regional parks by adding more residents. The project is required to maintain a 2.9 acre open space use onsite that would reduce project impacts to regional parks. Additionally as indicated in the Population section, the number of new residents would be consistent with planned growth in the Valley Growth Boundary and the Valley Neighborhood land use designation of the 2030 Yuba County General Plan, and the resulting demand on existing park facilities would be minimal.

With this requirement, and the limited demand that would be generated, impacts related to parks or other recreational facilities are considered **Less Than Significant**.

b) The project does not propose the construction of recreational facilities. Since no recreational facilities would be constructed, no adverse impacts resulting from this construction would occur. Therefore, there would be **No Impact** related to construction of recreational facilities.

INITIAL STUDY/NEGATIVE DECLARATION

| XVI. TRANSPORTATION/TRAFFIC | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------------|--|-------------------------------------|-------------------------------------|
| Would the project: | | | | |
| a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Result in inadequate parking capacity? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) KD Anderson & Associates conducted a Traffic Impact Analysis to determine the project traffic impacts along Feather River Blvd, Alicia Ave, and Cedar Lane, and the intersections of Feather River Blvd/Arboga Avenue and Feather River Blvd and Alicia Avenue. As discussed in the project description, the project site has already has a baseline of 54 allowable residential units from the approval of TSTM 2005-0005. As a result of the 54 unit baseline, KD Anderson & Associates based their Traffic Impact Analysis on the proposed project increase of 96 units which, in combination with the existing 54 unit baseline, equals the proposed 150-unit apartment complex.

KD Anderson & Associates determined that the existing baseline of 54 dwelling units currently permitted could generate 517 daily vehicle trips, with 41 trips generated during the a.m. peak hour and 55 trips occurring during the p.m. peak hour. These totals would increase with proposed projects (an additional 86 units) to 998 daily trips, with 77 trips generated in the a.m. peak hour and 93 trips generated in the p.m. peak hour. KD Anderson determined, based on Yuba County General Plan Update EIR Year 2030 traffic volume counts and traffic counts they conducted in November 2011 that the additions of another 481 daily, 38 a.m. and 37 p.m. peak hours trips would not have an appreciable effect on the local road system. The proposed project at build out will not add enough traffic in the immediate roadway to change road or intersection LOS below the Yuba County Standard of LOS D.

Additionally, the project is consistent with the recently approved Yuba County 2030 General Plan Update EIR which addressed major transportation components to the State Highway

System, specifically State Highway Route 70, and therefore impacts related to traffic increases from the project would be **Less Than Significant**.

b) Level of Service (LOS) is a qualitative measure of traffic conditions on a given road segment or intersection. LOS ratings are from A to F, with A being the best condition. According to the County's 2030 General Plan, the minimum acceptable LOS for County urban roads is D (Policy CD 16.3). The County's 2030 General Plan gives the intersections (Feather River Blvd/ Alicia Avenue and Feather River Blvd/ Arboga Avenue) neighboring the project site a LOS rating of B and the section of Feather River Boulevard between Arboga and Alicia Avenues and LOS rating of D as it carries 7,930 vehicles per day (Exhibit 4.13-3 of Transportation & Traffic in Yuba County 2030 General Plan EIR).

As KD Anderson & Associates discuss in the traffic study they conducted for the project in November, 2011, the proposed project will add traffic to the area street system, but the operating Levels of Service at the above mentioned intersections and on Feather River Boulevard itself is projected to remain unchanged.

Cumulative project traffic impacts would reduce the LOS at the Feather River Blvd/Arboga Road intersection to LOS E and the Feather River Blvd/Alicia Avenue intersection to a LOS F. According to KD Anderson & Associates, the addition of another 481 daily and 38 a.m. and 37 p.m. peak hour trips to Year 2030 traffic volumes would not have an appreciable effect on the traffic conditions presented in the GPU EIR. The LOS on Feather River Blvd near the project site would remain a LOS D. KD Anderson & Associates stated that with signalization both of the aforementioned intersections would operate at LOS D and would satisfy the Yuba County 2030 General Plan minimum LOS standard. Consistent with Yuba County 2030 General Plan Policies CD 16.6 and CD 16.11, MM 16.1 would require the project applicant to contribute, as determined by the Yuba County Public Works Department, the project's fair share cost of local and regional improvements that are needed by the Year 2030. Regionally, the project will pay adopted Yuba County Traffic Impact Mitigation fees. Locally, the project will contribute its fair share cost of signalizing the Feather River Blvd/Alicia Avenue and Feather River Blvd/Arboga Road intersections.

Mitigation Measure 16.1

MM 16.1 Prior to the issuance of any occupancy permits related to the 150-unit affordable apartment complex, the applicant will be required to contribute, as determined by the Yuba County Public Works Department, the project's fair share cost of local and regional improvements that are needed by the Year 2030. Regionally, the project will pay adopted Yuba County Traffic Impact Mitigation fees. Locally, the project will contribute its fair share cost of signalizing the Feather River Blvd/Alicia Avenue and Feather River Blvd/Arboga Road intersections.

Implementation of the above mitigation measure would reduce impacts related to traffic hazards from this proposal to be **Less Than Significant with Mitigation Incorporated**.

c) The number of residents added by project development is not expected to increase air traffic in the vicinity, as no passenger airport is located in the area. The nearest airport offering such service is Sacramento International Airport, and any addition of passenger traffic generated by the project would be negligible. Therefore, there would be **No Impact** related to air traffic.

d) The proposed project design does not propose any line of site or sharp curves dangers that would put vehicles or pedestrians in a higher level of risk; however, the project does contain two

driveways that are located near existing access points along Cedar Lane and Alicia Avenue. The northern driveway for the proposed 150-unit apartment complex is along Cedar Lane which is directly across the street from Cedar Lane Elementary School. The project is designed so that the northern project driveway will be aligned with the school's only vehicular access point on Cedar Lane which would eliminate the turning conflicts that could arise if the two driveways were not aligned properly. The project is expected to add an additional 25 morning peak hour trips to Cedar Lane that would add to the number of vehicles children walking and getting dropped off for school would be exposed to. The Yuba County 2030 General Plan Policy CD17.1 discusses that new developments shall be designed to facilitate safe and convenient travel by pedestrians, bicyclists, transit users, and drivers. To maintain consistency with the Yuba County 2030 General Plan and to ensure that students from Cedar Lane Elementary school are not affected by the northern project driveway, MM 16.2 will require the project applicant to, in conjunction with Marysville Unified School District and/or Cedar Lane Elementary School staff, develop an appropriate "safe route to school" for the project that will require the funding of a new illuminated crosswalk on Cedar Lane at the project entrance.

Mitigation Measure 16.2

MM 16.2 Prior to the issuance of any occupancy permits related to the 150-unit affordable apartment complex, the applicant will be required to, in conjunction with Marysville Unified School District and/or Cedar Lane Elementary School staff, develop an appropriate "safe route to school" for the project that will require the funding of a new illuminated crosswalk on Cedar Lane at the project entrance.

The project's southern driveway along Alicia Avenue is expected to receive 2/3 of the project site vehicular traffic. Although the southern driveway does not have the same level of interaction with student travel to Cedar Lane Elementary as the project's northern access, it still is located near Forest Drive's intersection with Alicia Avenue which, without proper alignment of the two roads relative to Alicia Avenue, could lead to turning conflicts. MM 16.3 will require the project applicant to align the project's southern driveway along Alicia Avenue with the existing alignment of Forest Drive. With the project site's southern access aligned properly with Forest Drive, impacts related to project design would be less than significant along Alicia Avenue.

Mitigation Measure 16.3

MM 16.3 Prior to the issuance of any occupancy permits related to the 150-unit affordable apartment complex, the applicant will be required to align the project's southern driveway with Forest Drive's existing access to Alicia Avenue subject to the approval of the Yuba County Public Works Department.

Implementation of the above mitigation measures would reduce impacts related to traffic hazards from this proposal to be ***Less Than Significant with Mitigation Incorporated***.

e) As mentioned above, the proposed project would have multiple access points. Linda County Fire Protection District has indicated that they have no concerns regarding project safety for roads, driveways, and signage to improve access for its firefighting vehicles and equipment. The project has been designed to meet all fire code safety driveway widths and turning radius. In addition, the County Public Works Department, as conditions of approval, would require that road improvements and driveways on the project site meet all codified road improvement standards. Compliance with Linda County Fire Protection District and Public Works requirements and conditions would make emergency access impacts ***Less Than Significant***.

f) The proposed project shall meet the residential parking requirements as set forth in the Yuba County Zoning Ordinance for apartment complexes. In addition to vehicular parking, the project will be subject to bicycle parking requirements. As a requirement of building permit issuance, the project applicant will be required to provide a parking plan that contains two vehicular parking spaces for each dwelling unit. A 150-unit apartment complex would be required to have 300 vehicular parking spaces. The 13.6 acre size of project and initial apartment complex design both indicate that there would be adequate capacity for anticipated parking needs. Therefore, there would be **No Impact** related to parking.

g) The Yuba County 2030 General Plan contains policies that encourage the development of alternate modes of transportation (Policies CD 19.1; CD 19.3). The project is proposing a 150-unit affordable apartment complex that will add users to the local transit system operated by Yuba-Sutter Transit. Yuba-Sutter Transit's Route 6 (Linda Shuttle) travels along Feather River Boulevard and has a bus stop at the intersection of Feather River Boulevard and Alicia Avenue. The Route 6 bus stop at Feather River Boulevard and Alicia Avenue currently is unprotected from weather. As the project will add additional ridership to Yuba-Sutter Transit, specifically Route 6's bus stop at the intersection of Feather River Boulevard and Alicia, MM 16.4 will require the applicant to fund the installation of a bus shelter near the Route 6 bus stop at the Feather River Boulevard and Alicia Avenue intersection.

Mitigation Measure 16.4

MM 16.4 Prior to the issuance of any occupancy permits related to the 150-unit affordable apartment complex, the applicant will be required to fund installation of a bus shelter on Yuba-Sutter Transit Route 6 near the Feather River Boulevard and Alicia Avenue intersection.

Implementation of the above mitigation measure, MM 16.4 would ensure that potential impacts to alternative modes of transportation would be reduced to a **Less Than Significant Level with Mitigation Incorporated**.

INITIAL STUDY/NEGATIVE DECLARATION

XVII. UTILITIES AND SERVICE SYSTEMS

| Would the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a,b) Water and wastewater services would be provided by the Linda County Water district (LCWD). LCWD currently serves residences in the project vicinity, and lines are available for project hook up. As a project Condition of Approval the proposed apartment complex will be required to connect to LCWD for water and sewer services. Compliance with the project Conditions of Approval would reduce project impacts to **Less Than Significant**.

c) As discussed in the Hydrology and Water Quality section, the project applicant would be required to submit a master drainage plan prior to the issuance of improvement plans, grading permits, or building permits, per Mitigation Measure 9.2. The construction of any storm drainage facilities associated with the project is not expected to have any significant environmental effects. No sensitive lands have been identified on the project site that would be affected by these facilities. Project impacts would be **Less Than Significant With Mitigation Incorporated**.

d) As discussed in the Hydrology and Water Quality section, LCWD has adequate water supply to provide service to the project. As mentioned above, LCWD had no objection to the project. Therefore, impacts related to storm drainage would be **Less Than Significant**.

e) As discussed above, LCWD has indicated no objection to providing service to the project site; therefore, project impacts would be **Less Than Significant**.

f) Recology would provide solid waste collection services for the proposed project. Recyclable solid waste collected by Recology is taken to a materials recovery facility (MRF) on State Route 20 near the City of Marysville. Other waste is taken to a landfill on Ostrom Road north of Wheatland. According to information from the California Integrated Waste Management Board, the Ostrom Road landfill has a maximum permitted capacity of 41,822,300 cubic yards. As of June 13, 2001, the landfill has a remaining capacity of 11,252,490 cubic yards, with a maximum permitted throughput of 3,000 tons of solid waste per day. The landfill has adequate capacity to accommodate solid waste generated by proposed development. Therefore, impacts related to landfill capacity would be ***Less Than Significant***.

g) Solid waste collection and disposal within California is subject to the provisions of the California Integrated Waste Management Act. This legislation mandated a 50 percent reduction in the solid waste stream going to landfills by 2000. Typically, this is accomplished by implementing a recycling program that removes recyclable materials from the collected solid waste. Recology has implemented a recycling program that includes the establishment of the materials recovery facility to collect recyclables. The proposed project would potentially generate more recyclable items, but the recycling program can accommodate the additional volume, while having little impact on diversion percentages. Therefore, impacts related to solid waste regulations would be ***Less Than Significant***.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this initial study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

| Does the project: | Potentially Significant Impact | Less Than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion/Conclusion/Mitigation:

a) As discussed in the Biological Section, no impacts related to any kind of biological resources were identified as a result of the proposed development. The project site is vacant and has been graded to the point that there is little substantial vegetation. The project site is also substantially surrounded by existing residential development, further reducing the likelihood for wildlife to occur onsite. Construction associated with the project could potentially have impacts on cultural resources, as described in the Cultural Resource section. However, **Mitigation Measure 5.1** would reduce those impacts to a level of **Less Than Significant with Mitigation Incorporated**.

b) Development proposed by the project, in combination with the other projects in the Linda area, may contribute to traffic impacts that are cumulatively considerable, along with traffic-related impacts on air quality and noise. However, the project is consistent with the 2030 General Plan land use projections for the Valley Neighborhood land use designation and growth, in general, in the Valley Growth Boundary and project impacts would not significantly deviate from identified environmental impacts addresses in the 2030 General Plan. Cumulative impacts, therefore, are considered **Less Than Significant**.

c) The only potential human health effects identified as a result of the project implementation were minor construction-related impacts. These effects are temporary in nature and are subject to standard mitigation measures as set forth by FRAQMD. Due to the nature and size of the

proposed project no substantial adverse effects on humans are expected as result of the project. Impacts would be **Less Than Significant**.

REFERENCES

1. Yuba County 2030 General Plan. AECOM. June 2011
2. Yuba County 2030 General Plan Final Environmental Impact Report. AECOM. June 2011.
3. Yuba County. County of Yuba Title XII Zoning Ordinance. 2006.
4. Yuba County Important Farmland Map 2006. California Department of Conservation.
5. Yuba County Improvement Standards.
6. State of California Hazardous Waste and Substance site "Cortese" list
7. Yuba County Airport Land Use Compatibility Plan. SACOG. March 2011.
8. Yuba County 2008-2013 Hosing Element. AECOM. Dec. 2010
9. Traffic Impact Analysis for Alicia Ave MFR Rezone. KD Anderson & Associates, Inc. November 2011.

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

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| | | |
|---|---|----------------------|
| <p style="text-align: center;"><u>Mitigation Measure 3.1</u></p> <p>MM3.1 Receive and Implement a Fugitive Dust Plan from FRAQMD prior to the issuance of any construction related building permit.</p> | | |
| Initiation Prior to issuance of certificate of occupancy. | Monitoring Duration Frequency Once to verify compliance | |
| Mitigation Completion Upon satisfactory compliance | <p>Verification Yuba County Community Development & Services Agency, Planning Department</p> | |
| Performance Criteria | Verification Cost | Date Complete |

MITIGATION MONITORING PLAN

CZ 2009-0004; (LANZA)

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Mitigation Measure 5.1

MM 5.1 Pursuant to CEQA Guidelines Section 15064.5(e), in the event of the accidental discovery or recognition of prehistoric or historic resources in an area subject to development activity, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie similar resources and a professional archaeologist shall be consulted. Further if human remains are discovered, the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required. If the County Coroner determines the remains to be Native American, the coroner shall contact the Native American heritage Commission within 24 hours.

Upon completion of the site examination, the archeologist shall submit a report to the City describing the significance of the finds and make recommendations as to its disposition. If human remains are unearthed during construction, the provisions of California Health and Safety Code Section 7050.5 shall apply. Under this section, no further disturbance of the remains shall occur until the County Coroner has made the necessary findings as to origin and disposition, pursuant to California Public Resources Code Section 5097.98. Mitigation measures, as recommended by the archaeologist and approved by the City in accordance with Section 15064.5 of the CEQA Guidelines, shall be implemented prior to recommencement of construction activity within the 50-foot perimeter.

| | |
|---|---|
| Initiation Prior to issuance of building permit. | Monitoring Duration Frequency Once to verify compliance |
| Mitigation Completion During project construction | Verification Yuba County Community Development & Services Agency, Planning Department |
| Performance Criteria | Verification Cost Date Complete |

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

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Mitigation Measure 9.1

MM 9.1 Prior to the County's approval of a grading plan or site improvement plans, the project applicant shall obtain from the Central Valley Regional Water Quality Control Board a National Pollution Discharge Elimination (NPDES) Permit for the disturbance of over one acre. Further, approval of a General Construction Storm Water Permit (Order No. 99-08-DWQ) is required along with a Small Construction Storm Water Permit. The permitting process also requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared prior to construction activities. The SWPPP is used to identify potential construction pollutants that may be generated at the site including sediment, earthen material, chemicals, and building materials. The SWPPP also describes best management practices that will be employed to eliminate or reduce such pollutants from entering surface waters.

| | |
|--|---|
| Initiation Upon start of construction activities. | Monitoring Duration Frequency Once to verify compliance |
| Mitigation Completion Upon satisfactory compliance | Verification Yuba County Community Development & Services Agency, Public Works Department |
| Performance Criteria | Verification Cost Date Complete |

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

Mitigation Measure 9.2

MM 9.2 Prior to issuance of any improvement, grading, or building plans a plan for a permanent solution for drainage shall be submitted to and approved by the Yuba County Public Works Department. The drainage and improvement plans shall provide details relative to drainage, piping, and swales. Furthermore, the drainage plan shall specify how drainage waters shall be detained onsite and/or conveyed to the nearest natural or publicly maintained drainage channel or facility as approved by the Public Works Department and shall provide that there shall be no increase in the peak flow runoff above existing conditions. If any off-site drainage facilities are proposed in the drainage plan, these facilities shall be evaluated for potential environmental impacts, and any identified significant impacts associated with these off-site facilities shall be mitigated.

| | |
|---|--|
| Initiation Prior to issuance of building permit or grading permit | Monitoring Duration Frequency Once to verify compliance |
| Mitigation Completion Upon satisfactory compliance | Verification Yuba County Community Development & Services Agency, Planning & Public Works Department |
| Performance Criteria | Verification Cost |
| | Date Complete |

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

Mitigation Measure 16.1

MM 16.1 Prior to the issuance of any occupancy permits, the applicant will be required to contribute, as determined by the Yuba County Public Works Department, the project's fair share cost of local and regional improvements that are needed by the Year 2030. Regionally, the project will pay adopted Yuba County Traffic Impact Mitigation fees. Locally, the project will contribute its fair share cost of signalizing the Feather River Blvd/Alicia Avenue and Feather River Blvd/Arboga Road intersections.

| | |
|---|--|
| Initiation Prior to issuance of building permit or grading permit | Monitoring Duration Frequency Once to verify compliance |
| Mitigation Completion Upon satisfactory compliance | Verification Yuba County Community Development & Services Agency, Planning & Public Works Department |
| Performance Criteria | Verification Cost Date Complete |

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

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Mitigation Measure 16.2

MM 16.2 Prior to the issuance of any occupancy permits related to the 150-unit affordable apartment complex, the applicant will be required to, in conjunction with Marysville Unified School District and/or Cedar Lane Elementary School staff, develop an appropriate "safe route to school" for the project that will require the funding of a new crosswalk on Cedar Lane at the project entrance.

The project's southern driveway along Alicia Avenue is expected to receive 2/3 of the project site vehicular traffic. Although the southern driveway does not have the same level of interaction with student travel to Cedar Lane Elementary as the project's northern access, it still is located near Forest Drive's intersection with Alicia Avenue which, without proper alignment of the two roads relative to Alicia Avenue, could lead to turning conflicts. **MM 16.3** will require the project applicant to align the project's southern driveway along Alicia Avenue with the existing alignment of Forest Drive. With the project site's southern access aligned properly with Forest Drive, impacts related to project design would be less than significant along Alicia Avenue.

| | |
|---|--|
| Initiation Prior to issuance of building or grading permit. | Monitoring Duration Frequency Once to verify compliance |
| Mitigation Completion Upon satisfactory compliance | Verification Yuba County Community Development & Services Agency, Planning & Public Works Department |
| Performance Criteria | Verification Cost Date Complete |

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

| | |
|---|--|
| <p style="text-align: center;"><u>Mitigation Measure 16.3</u></p> <p>MM 16.3 Prior to the issuance of any occupancy permits, the applicant will be required to align the project's southern driveway with Forest Drive's existing access to Alicia Avenue subject to the approval of the Yuba County Public Works Department.</p> | |
| <p>Initiation Prior to issuance of building or grading permit.</p> | <p>Monitoring Duration Frequency Once to verify compliance</p> |
| <p>Mitigation Completion Upon satisfactory compliance</p> | <p>Verification Yuba County Community Development & Services Agency, Planning & Public Works Department</p> |
| <p>Performance Criteria</p> | <p>Verification Cost</p> <p>Date Complete</p> |

MITIGATION MONITORING PLAN
CZ 2009-0004; (LANZA)

| | |
|---|---|
| <p><u>Mitigation Measure 16.4</u></p> <p>MM 16.4 Prior to the issuance of any occupancy permits, the applicant will be required to fund installation of a bus shelter on Yuba-Sutter Transit Route 6 near the Feather River Boulevard and Alicia Avenue intersection.</p> | |
| <p>Initiation Prior to issuance of any occupancy permits</p> | <p>Monitoring Duration Frequency Once to verify compliance</p> |
| <p>Mitigation Completion Upon satisfactory compliance</p> | <p>Mitigation Completion Yuba County Community Development & Services Agency, Planning & Public Works Department</p> |
| <p>Performance Criteria</p> | <p>Verification Cost</p> |
| | <p>Date Complete</p> |

**DRAFT CONDITIONS OF APPROVAL
YUBA COUNTY BOARD OF SUPERVISORS**

Applicant: David Lanza
Owner: David Lanza
APN: 020-133-012

Case Number: CZ 2009-0004
Hearing Date: April 17, 2012

GENERAL CONDITIONS:

- 1) Unless specifically provided otherwise herein or by law, each condition of these Conditions of Approval shall be completed to the satisfaction of the County. Failure to comply with this provision may be used as grounds for revocation of this permit.
- 2) As a condition for project approval, Owner or an agent of Owner acceptable to County shall defend, indemnify, and hold harmless the County and its agents, officers, and employees from any claim, action, or proceeding, against the County or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the County, Planning Commission, Staff Development Committee, or other County advisory agency, appeal board, or legislative body concerning the Change of Zone. County shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding.
- 3) Owner(s), Owner's agent(s) or Applicant shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including the requirements provided by the Subdivision Map Act (Government Code Section 66410 and following) and the Yuba County Ordinance Code.

PUBLIC WORKS DEPARTMENT:

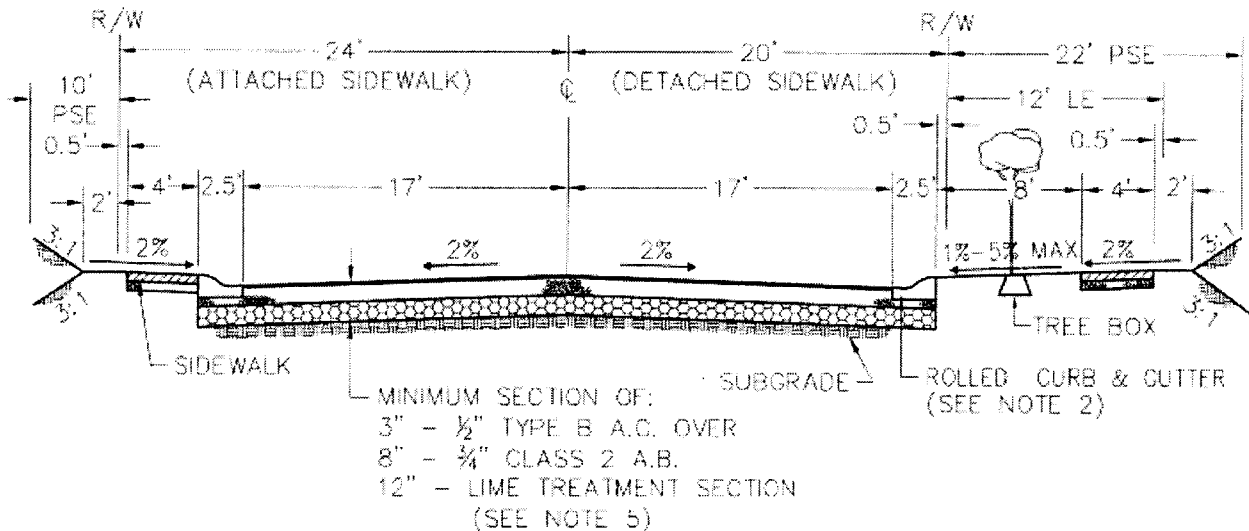
- 4) Prior to the issuance of any occupancy permits related to the property, the then current property Owner shall dedicate to the County of Yuba sufficient right-of-way and easements for roadway, pedestrian, landscaping, street signage purposes, and public services adjoining the centerlines of Alicia Avenue and Cedar Lane lying within the bounds of this property for an Urban Residential (Local) Road standard.
- 5) Prior to the issuance of any occupancy permits related to the property, the Owner shall meet the half-width requirements for an Urban Residential (Local) Road in conformance with the Yuba County Standard (Drawing No. 101), or as modified by the Public Works Director, along Alicia Avenue and Cedar Lane fronting this property. Such standard includes curbs, gutters, with a detached sidewalk and landscaping. Sidewalk width along Alicia Avenue may increase to 6 feet at the determination of the Public Works Director.

**DRAFT CONDITIONS OF APPROVAL
YUBA COUNTY BOARD OF SUPERVISORS**

**Applicant: David Lanza
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APN: 020-133-012**

**Case Number: CZ 2009-0004
Hearing Date: April 17, 2012**

URBAN RESIDENTIAL (LOCAL) ROAD



(Refer to Drawing No. 101 for addition notes and requirements.)

- 6) Prior to the issuance of any occupancy permits related to the 150-unit apartment complex, the Owner shall be required to contribute, as determined by the Public Works Department, the project's fair share cost of improvements to Feather River Blvd from Alicia Avenue to Arboga Road that are needed by the Year 2030. This condition will not be applicable if a fee program is established that includes improvements to Feather River Blvd prior to the request for occupancy permits.
- 7) Improvement plans, prepared in compliance with Sections 3 and 7 of the Yuba County Standards shall be submitted to and approved by the Public Works Department prior to any construction. The initial submittal shall also include the necessary calculations for all improvements and associated drainage facilities along with the appropriate plan checking fees based upon a preliminary engineer's estimate. The engineer's estimate shall include estimated costs for the construction of the road and drainage improvements, landscaping requirements (if any), and construction staking. Such approvals shall include the alignment and grades of roads and drainage facilities
- 8) All road and drainage construction required by these conditions of approval shall be inspected in compliance with Section 4 of the Yuba County Standards and approved by the Yuba County Department of Public Works. Owner's contractor shall meet on-site with the Public Works Department representative prior to the commencement of work to discuss the various aspects of the project.
- 9) Any improvement work within the County right-of-ways for roadway connections and/or road widening or other improvements shall be accomplished under an encroachment permit issued by the Public Works Department. Improvement plans and associated

**DRAFT CONDITIONS OF APPROVAL
YUBA COUNTY BOARD OF SUPERVISORS**

Applicant: David Lanza

Case Number: CZ 2009-0004

Owner: David Lanza

Hearing Date: April 17, 2012

APN: 020-133-012

checking and inspection fees shall be submitted to the Public Works Department for review and approval before any construction will be permitted within the County right-of-way.

- 10) Owner shall submit a drainage plan to provide for on-site and off-site storm water drainage for the project, designed by a registered civil engineer, to the Public Works Department for review and approval, prior to any construction. The drainage design for the project shall result in a zero percent increase in the storm water discharge from the project compared to the pre-development state using a 100-year storm event peak discharge or as otherwise approved by the Public Works Director. Owner shall construct such approved drainage facilities in order to provide drainage from the property to natural drainage courses approved by the Public Works Department.
- 11) Prior to the approval of any grading permit or improvement plans, owner must submit documentation demonstrating that all necessary permits and approvals have been obtained, which may include: a 404 permit from Army Corps of Engineers; including Section 7 consultation with the U.S. Fish and Wildlife Service, 401 certification from the Regional Water Quality Control Board, 2081/1602 permit, as necessary, from the California Department of Fish and Game, and pre-construction surveys for special status species.
- 12) Whenever construction or grading activities will disrupt an area of 1 acre or more of soil or is less than 1 acre but is associated with a larger common plan of development, the applicant is required to obtain a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activities, NPDES No. CAS000002, Order No. 2009-0009-DWQ. Coverage under the General Permit must be obtained prior to any construction. More information may be found at <http://www.swrcb.ca.gov/stormwtr/construction.html>. Owner must obtain an approved and signed Notice of Intent (NOI) from the Regional Water Quality Control Board (RWQCB), a Waste Discharge Identification (WDID) number and a Storm Water Pollution Prevention Plan (SWPPP), as described by either the RWQCB or the State Water Regional Control Board (SWRCB). The SWPPP shall describe and identify the use of Storm Water Best Management Practices (BMP's) and must be reviewed by the Yuba County Public Works Department prior to the Department's approval of Improvement Plans or issuance of a Grading Permit for the project. See Yuba County's Stormwater Regulations for Construction Activities Procedures for details. According to state law it is the responsibility of the property owner that the SWPPP is kept up to date to reflect changes in site conditions and is available on the project site at all times for review by local and state inspectors. Erosion and sediment control measures for this project shall be in substantial compliance with the SWPPP.
- 13) Owner shall submit an erosion and sediment control plan for the project, designed by a registered civil engineer in accordance with section 11.6 of the Yuba County Improvement Standards to the Department of Public Works for review and approval prior

**DRAFT CONDITIONS OF APPROVAL
YUBA COUNTY BOARD OF SUPERVISORS**

Applicant: David Lanza
Owner: David Lanza
APN: 020-133-012

Case Number: CZ 2009-0004
Hearing Date: April 17, 2012

to each phase of construction and/or grading permit. Owner shall construct such erosion and sediment control measures as per the approved plan prior to construction.

- 14) Erosion control shall conform to section 11.6 of the Yuba County Improvement Standards.

ENVIRONMENTAL HEALTH DEPARTMENT:

- 15) The project site is located within the Sphere of Influence of the Linda County Water District. Prior to issuance of project related building permits, owner shall annex property into the Linda County Water District.

PLANNING DEPARTMENT

- 16) Prior to submitting a building permit, applicant shall receive administrative design review approval of the site specific development plan to ensure applicability and consistency with the Yuba County 2030 General Plan, the Yuba County Airport Compatibility Plan, and the Yuba County Development Code. The design of the project should incorporate CPTRD principles as required by the Yuba County Sheriff's Department.
- 17) All mitigation measures in the Mitigation Monitoring Plan shall be included as Conditions of Approval.
- 18) Prior to the issuance of any occupancy permit, applicant shall dedicate an avigation easement to the County of Yuba in accordance with Policy 4.1.5. The easement shall include language indemnifying the County, as owner and operator of the Yuba County Airport, in the event that an aircraft accident should cause damage to property or injury to persons on the ground within the boundary of the project.

Wendy Hartman
Director of Planning

Kevin Perkins, Associate Planner

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN PROPERTY
IN THE COUNTY OF YUBA**

The following ordinance consisting of four (4) 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 _____, by the following vote:

AYES:

NOES:

ABSENT:

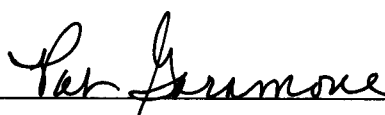
ABSTAIN:

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 MORRIS-JONES:

By: 

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. The following Tax Assessor's Parcel is rezoning from Single-Family Residential Zone (R-1) to Medium Density Residential Zone (R-2):

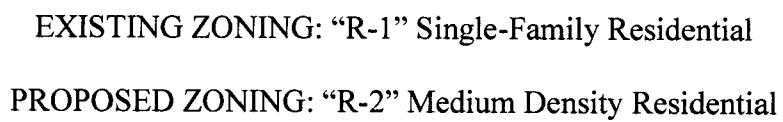
Assessor Parcel Number: 020-133-012

The subject parcel listed above is generally northwest of Feather River Boulevard, west of the State Highway Route 70, and east of Alicia Avenue, and is shown on the map attached hereto and incorporated by reference as "Exhibit A."

Section 3. The Official Zoning Map as provided in Section 12.15.010 of the Yuba County Ordinance Code is amended to show the rezoning of the parcel described above.

Section 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Alicia Ave Apartments



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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner



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

Ph: 530-749-7777 • Fax: 530-741-6445

**To: Anthony Gon, Community Development Specialist
Yuba County Planning Department**

From: Laura A. Miller, CSO

Date: 11-13-09

Case: GPA 2009-0002

Location: 866 Cedar Lane

The Sheriff's Department has the following suggestions and/or concerns pertaining to this proposal to change the zoning from Single Family Residential to Multi-Family Residential.

When residential communities are more condensed, various types of crimes tend to rise including domestic violence and thefts of property. In turn calls for service for law enforcement rise which also means increased impact for services and resulting fiscal costs.

Should this rezoning proposal be approved, the impact of providing services should be addressed. It is also highly suggested CPTED principles be implemented. This would include and not be limited to exterior lighting, building layouts, recreational layouts, et cetera.

RECEIVED

NOV 19 2009

**Community Development &
Services Agency**

**SCANNED
TO TRAKIT**

Linda Fire Protection District

1286 Scales Avenue • Marysville, California 95901

Telephone: (530) 743-1553

Chief

Richard Webb

Directors

Jim Brannon

Robert Shinn

Glen Weldon

November 5, 2009

Anthony Gon
Community Development Specialist
County of Yuba Planning Division
915 8th Street, Suite 123
Marysville, CA 95901

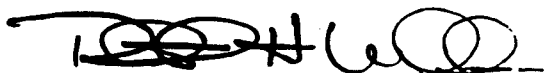
RE: Request for Comments – GPA 2009-0002.

Dear Mr. Gon:

The Linda Fire Protection District has no objection to the granting of a General Plan Amendment or Change of Zone as requested in this application.

If I may be of assistance, please do not hesitate to contact me at 743-1553.

Sincerely,



Richard H. Webb
Chief

RECEIVED

NOV 5 2009

Community Development &
Services Agency

SCANNED
TO TRAKIT

Linda Fire Protection District

1286 Scales Avenue :: Marysville, California 95901

Telephone: (530) 743-1553

Chief

Richard Webb

Directors

Jim Brannon

Robert Shinn

Glen Weldon

February 6, 2012

Kevin Perkins, Associate Planner
Yuba County Community Development and Services Agency
Planning Department
915 8th Street, Suite 123
Marysville, CA 95901

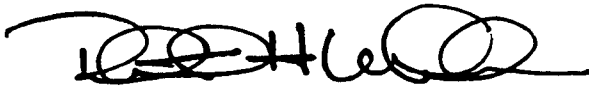
RE: Request for comments for a Mitigated Negative Declaration.

Dear Mr. Perkins:

The Linda Fire Protection District concurs with the discussion and conclusions concerning fire protection services as contained in the Mitigated Negative Declaration.

If I may be of assistance, please do not hesitate to contact me at 743-1553.

Sincerely,



Richard H. Webb
Chief

RECEIVED

FEB 6 2012

Community Development &
Services Agency

Gon, Tony

From: Quist, Todd
Sent: Friday, November 13, 2009 10:32 AM
To: Gon, Tony
Subject: GPA2009-0002

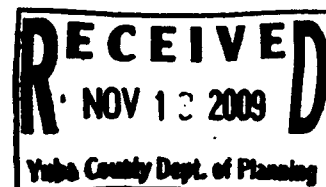
Tony,

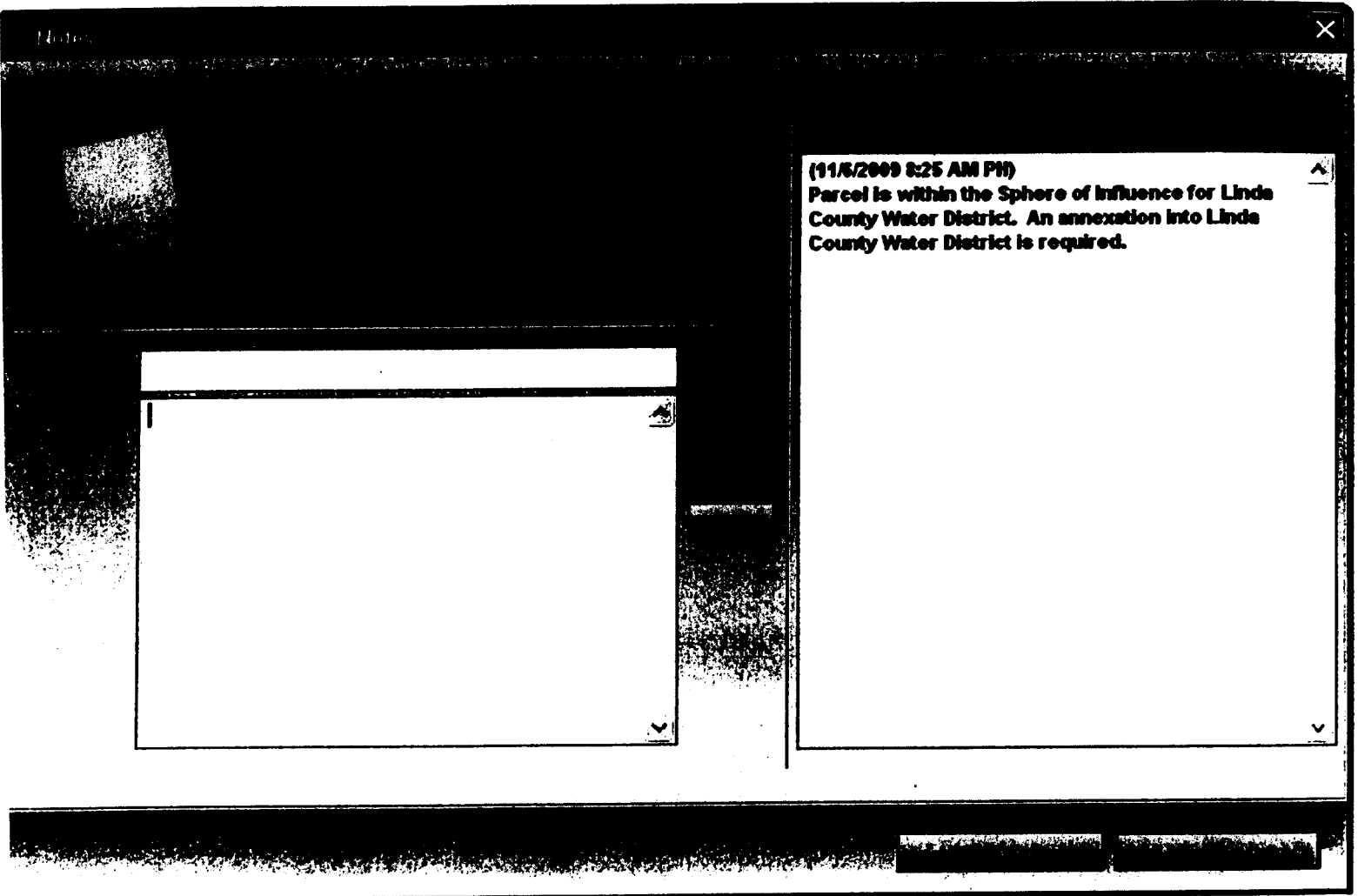
Our office reviewed case GPA2009-0002 on November 13, 2009. No impacts to agriculture were found. For this reason we have no preliminary comments or recommendations.

Thanks,

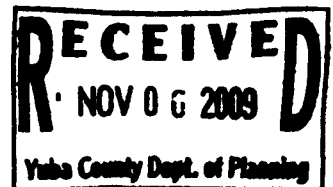
Todd Quist
Agricultural Weights & Measures Specialist
Yuba County Agricultural Commissioners Office
915 8th Street
Marysville, CA. 95901
(530) 749-5413
Fax (530) 749-5404

SCANNED
TO TRAKIT





SCANNED
TO TRAKIT



County of Yuba
Community Development & Services Agency
Planning Department
 915 8th Street, Marysville, CA 95901



Application Routing - Early Consultation

DATE: October 23, 2009

| | | |
|--|--|---|
| <input checked="" type="checkbox"/> Environmental Health <input checked="" type="checkbox"/> Public Works <input checked="" type="checkbox"/> Building Inspection <input checked="" type="checkbox"/> Assessor | | |
| <input checked="" type="checkbox"/> Fire Protection Planner <input checked="" type="checkbox"/> Parks & Landscape Coordinator | | |
| FIRE | WATER/DRAINAGE | RESOURCE AGENCIES |
| <input checked="" type="checkbox"/> Linda Fire Protection District <input type="checkbox"/> Loma Rica-Browns Valley <input type="checkbox"/> CA Division of Forestry-Dobbins <input type="checkbox"/> Dobbins-Oregon House <input type="checkbox"/> Foothill VFD <input type="checkbox"/> Plumas-Brophy <input type="checkbox"/> OPUD <input type="checkbox"/> Smartsville FPD <input type="checkbox"/> District 10/Hallwood CSD | <input checked="" type="checkbox"/> Linda County Water District <input type="checkbox"/> OPUD <input type="checkbox"/> Brophy Water District <input type="checkbox"/> Browns Valley Irrigation District <input type="checkbox"/> State RWQCD <input checked="" type="checkbox"/> Reclamation District 784 <input type="checkbox"/> South Sutter Water District <input checked="" type="checkbox"/> Yuba County Water Agency (MV) <input type="checkbox"/> North Yuba Water District (Bville) | <input checked="" type="checkbox"/> Feather River AQMD <input checked="" type="checkbox"/> County Ag Commissioner <input type="checkbox"/> State Reclamation Board <input type="checkbox"/> Yuba County Resource Conservation District <input type="checkbox"/> CA Dept. of Fish & Game <input type="checkbox"/> CA Dept. of Conservation (OMR) <input type="checkbox"/> North Central Information Center |
| PUBLIC SAFETY | TRANSPORTATION | UTILITIES |
| <input checked="" type="checkbox"/> Yuba County Under-Sheriff Read <input type="checkbox"/> Sutter-Yuba Mosquito Abatement <input checked="" type="checkbox"/> Office of Emergency Services | <input checked="" type="checkbox"/> Cal-Trans <input type="checkbox"/> Yuba-Sutter Transit <input checked="" type="checkbox"/> Yuba County Airport <input checked="" type="checkbox"/> SACOG | <input checked="" type="checkbox"/> AT&T <input checked="" type="checkbox"/> PG&E <input checked="" type="checkbox"/> Comcast Cable |
| GOVERNMENT | SCHOOL DISTRICTS | OTHER |
| <input type="checkbox"/> City of Wheatland <input type="checkbox"/> City of Marysville <input checked="" type="checkbox"/> LAFCO <input type="checkbox"/> Beale Air Force Base | <input checked="" type="checkbox"/> Marysville Joint Unified <input type="checkbox"/> Wheatland School District <input type="checkbox"/> Wheatland Union High <input type="checkbox"/> Plumas School District <input type="checkbox"/> Camptonville School District <input checked="" type="checkbox"/> Yuba Community College | <input type="checkbox"/> State Housing <input type="checkbox"/> Cemetery District <input type="checkbox"/> DOHAC <input type="checkbox"/> River Highlands CSD <input type="checkbox"/> Public Utilities Commission <input type="checkbox"/> Olivehurst Community Action Committee |

Dear Agency Representative:

The Yuba County Community Development & Services Agency has received an application for the case identified below. Your preliminary comments and/or recommendations are needed and appreciated with regard to the proposed project and its associated California Environmental Quality Act determination.

Your comments, if any, must be received by this department by **November 13, 2009** in order to be considered in this preliminary review process. If you have any questions, please contact the Yuba County Planning Department at 530-749-5470.

CASE: GPA2009-0002

APPLICANT: David Lanza

LOCATION: 866 Cedar Lane

APN(s): 020-133-012

ZONING: R-1; Single Family Residential

REQUEST: Applicant requests a rezoning of APN# 020-133-012, changing the zoning designation from R-1 to R-2 and to change the general plan designation from Single Family Residential to Multi-Family Residential. Property is located within the approach/departure zone of the Yuba County Airport.

Sincerely,



Anthony Con
 Community Development Specialist
 (530)749-5470

SCANNED
TO TRAKIT

NO RECOMMENDATIONS
 10-28-09



Community Development & Services Agency

915 8th Street, Suite 123, Marysville, CA 95901

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

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

DATE: January 27, 2012

TO: Interested Agencies

FROM: Kevin Perkins, Associate Planner

RE: Request for comments for a Mitigated Negative Declaration

Project Information:

Case No.: Change of Zone 2009-0004

Applicant: David Lanza

Proposal The project site is located in the community of West Linda, southwest of the City of Marysville. The project site is located on a 13.6 acre (APN: 020-133-012) parcel adjacent to Alicia Avenue near its intersection with Feather River Boulevard.

The proposed project consists of phased Change of Zone from "R-1" Single-Family Residential (up to 4 dwelling units/acre) to "R-2" Medium Density Residential (up to 17 dwelling units/acre) in order to accommodate an affordable housing apartment complex. The proposed apartment complex would be consistent with the "R-2" Medium-Density Residential zoning and the Change of Zone would be consistent with the Valley Neighborhood General Plan Land Use designation.

In order to be considered, your comments must be received by **February 27, 2012**. Please contact me at (530) 749-5674 if you have any questions.

Distribution

Yuba County
Public Works
Building Inspection
County Assessor
Environmental Health
Yuba County Sheriff
Fire Planner
Office of Emergency Services

Districts & Utilities
Linda Fire Protection District
Linda County Water District
PG&E
FRAQMD
Yuba-Sutter Transit

California State Offices
California Dept. of Fish & Game District 2
Cal Trans District 3

Reclamation District 784
LAFCO
SACOG
Yuba County Airport
Marysville Joint Unified

*No Requirements
1-27-12
[Signature]*



Marysville Joint Unified School District

1919 B Street ~ Marysville, CA 95901

PH: 530 741-6000 FX: 530 742-0573

February 1, 2012

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

Regarding: Case No.: CZ 2009-0004 - (Applicant: David Lanza)
APN 020-133-012

Attention: Kevin Perkins, Associate Planner

The Marysville Joint Unified School District appreciates the opportunity to respond to the proposed development. The District does not currently have capacity to accommodate all of the students from new developments. The Marysville Joint Unified School District is requesting that developers work with the District to mitigate these impacts as well as the fees related to additional classrooms and/or schools.

As you may know, new homes are being developed from construction within the District. The District's schools do not have the capacity to accommodate the students from these homes; therefore, each new home will contribute to the need for new elementary, middle, and high schools.

Based on the current estimated cost of building new elementary, middle, and high schools, for residential construction, we request the above developments mitigate their impact on the District by paying \$.88 per square foot in addition to the current statutory \$4.41 per square foot, Level II Fee.

Based on the current estimated cost of building new elementary, middle, and high schools, we request the above developments mitigate their impact on the District by paying 47¢ per square foot for commercial-industrial building.

The District is aggressively pursuing State funding to help pay for new school facilities. Full mitigation exceeds the above mentioned \$5.29/47¢ per square foot. Full mitigation for residential construction is currently estimated at \$8.82 per square foot.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Allgire", with a long, sweeping horizontal line extending to the right.

Mark Allgire
Assistant Superintendent, Business Services

MA:dd

RECEIVED

FEB 7 2012

Community Development &
Services Agency

DEPARTMENT OF TRANSPORTATION

DISTRICT 3

703 B STREET

P. O. BOX 911

MARYSVILLE, CA 95901-0911

PHONE (530) 741-4025

FAX (530) 741-4825

TTY (530) 741-4509

*Flex your power!
Be energy efficient!*

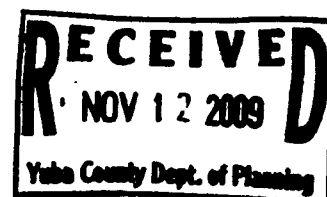
November 12, 2009

032009YUB0012

SR 70/PM 13.14

GPA2009-0002

Mr. Anthony Gon
County of Yuba Planning Department
915 8th Street,
Marysville, CA 95901

SCANNED
TO TRAKIT

Dear Mr. Gon:

Thank you for the opportunity to review and comment on the GPA2009-0002 application. The applicant is requesting a rezone of APN#020-133-012, changing the zoning designation from R-1 to R-2 and to change the general plan designation from Single Family Residential to Multi-Family Residential.

Traffic and Circulation

The proposal to rezone a 13.5-acre lot from single family residential to multi family residential could generate as many as 167 trips in the pm peak. This trip generation more than triples the trips generated by the original proposal (Caltrans ID #05YUB0013) of a 54 single family unit housing track. This project could have potential significant traffic impacts at the N. Feather River Blvd Interchange.

A Traffic Impact Study (TIS) is needed and should include an analysis of impacts to the State Highway System. The TIS should consider all possible traffic impacts to all ramps, interchanges / intersections and mainline segments of the State Highway System. Cumulative impacts from this project and other projects in the area will also need to be studied. A copy of the TIS guide can be downloaded at:

http://www.dot.ca.gov/hq/traffops_developserv/operationalsystems/reports/tisguide.pdf.

Please submit the scope of work for the TIS for Caltrans review before the Study begins.

Encroachment Permit

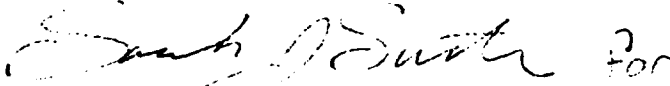
All work proposed and performed within the State Right-of-Way must be in accordance with Caltrans' standards and require a Caltrans Encroachment Permit prior to

Mr. Anthony Gon
November 12, 2009
Page 2 of 2

commencing construction, surveying or other activities in the Right-of-Way. For more information on encroachment permits, the requirements, and an application form, please visit our web page at www.dot.ca.gov/doingbusiness and click on "Encroachment Permits" or contact the Caltrans District 3, Office of Permits at (530) 741-4403.

If you have questions or need additional information, please contact Sarah (Sadie) Smith, at (530) 741-4004 or e-mail at sarah_smith@dot.ca.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Takhar", followed by the word "for" in a simple, slightly slanted font.

SUKHVINDER (SUE) TAKHAR, Chief
Office of Transportation Planning – North

DEPARTMENT OF TRANSPORTATION

DISTRICT 3
703 B STREET
PHONE (530) 634-7616
FAX (530) 741-4825
TTY (530) 741-4509
www.dot.ca.gov



*Flex your power!
Be energy efficient!*

2/22/12
late

February 22, 2012

032012-YUB0001
SR 70/PM 13.14
Project CZ 2009-0004 (Lanza)
Initial Study/Mitigated Negative Declaration
SCH# 2012012051



Mr. Kevin Perkins
County of Yuba-Planning Department
915 8th Street, Suite 123
Marysville, CA 95901

Dear Mr. Perkins,

We appreciate the opportunity to review and comment on the Change of Zone 2009-0004-Lanza Project Initial Study (IS)/Mitigated Negative Declaration (MND). The proposed project consists of a phased change of zone from R-1 Single Family Residential to R-2 Medium-Density Residential in order to accommodate and construct a 150-unit affordable housing apartment complex. The project is on a 13.6 acre parcel adjacent to Alicia Avenue near its intersection with Feather River Boulevard, and approximately .4 miles southeast of State Route (SR) 70. The project site is located in the community of West Linda, southwest of the City of Marysville. Our comments are as follows:

Transportation/Circulation:

The Traffic Impact Study (TIS) by KD Anderson does not address traffic impacts at the ramp junctions of SR 70 and Feather River Boulevard as requested in our previous letter (attached). We are unable to accurately identify the impacts to the State Highway System or appropriate mitigation without this completed analysis. This interchange and, due to the spacing from the ramp to the signal, the Feather River Boulevard/North Beale intersection must be analyzed in a revised TIS. A simulation of these facilities using modeling software such as Synchro/Simtraffic should be preformed due to the spacing of the facilities in conjunction with the identified improvements at the Feather River Boulevard/Alicia and Feather River Boulevard/Arboga-Garden Avenue intersections.

Please provide our office with a copy of the requested modeling files and a revised TIS that includes the additional study areas and adjusted assumptions as appropriate.

Drainage, Hydrology, and Water Quality:

Mitigation Measure (MM) 9.1 for IX Hydrology and Water Quality review items "a", "c" and "f" on pages 22 and 23 of the IS/MND dated January 2012,

This MM primarily addresses the potential project water quality impacts related to soil disturbance during construction. However, there is no clear discussion regarding the potential long term water quality impacts related to the increase in roads and parking surfaces (increases in vehicle discharges of oils and grease, etc.) or lawns and landscaped areas (increases in application of fertilizers and herbicides, etc.). Project improvements from this project will likely cause long term increases in water quality degradation/contamination to surface water runoff discharges. No runoff containing increased levels of contaminants may be discharged to the State's highway right of way or drainage facilities.

MM 9.2 for IX Hydrology and Water Quality review items "d" and "e" on pages 22 and 23 of the IS/MND dated January 2012,

This MM indicates the proposed project will increase the amount of impervious surface area and thereby increase the amount of surface water runoff. No increase in runoff discharge may be directed to the State's highway right of way or drainage facilities. The study states, *"Furthermore, the drainage plan shall specify how drainage waters shall be detained onsite and/or conveyed to the nearest natural or publicly maintained drainage channel or facility as approved by the Public Works Department and shall provide that there shall be no increase in the peak flow runoff above existing conditions."* The term "AND/OR" is vague and leaves a great deal of latitude for the project proponent. Please revise this MM to read "and".

Additional information is needed in order to adequately determine and evaluate the rate and quality of surface water runoff discharge to the State's highway right of way and highway drainage facilities. Please provide detailed information about the existing Yuba County storm drain system facilities or channels the proposed development will discharge to and what the ultimate fate of the discharge from that system will be.

Encroachment Permit:


All work proposed and performed within the State's right-of-way must be in accordance with Caltrans' standards and require a Caltrans Encroachment Permit prior

Mr. Perkins
February 22, 2012
Page 3

to commencing construction, including surveying or other activities conducted within the State's right-of-way. For more information on encroachment permits, the requirements, and an application form, please visit our web page at <http://www.dot.ca.gov/hq/traffops/developserv/permits/> and click on "Encroachment Permits" or contact the Caltrans District 3, Office of Permits at (530) 741-4403.

If you have questions or need additional information, please contact Sukhi Johal, Yuba County Intergovernmental Review Coordinator, at (530) 740-4843 or e-mail at sukhi_johal@dot.ca.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eric Fredericks", followed by the word "for" in a simple font.

ERIC FREDERICKS, Chief
Office of Transportation Planning – South

Attachment:

Caltrans Comment Letter Dated 11/12/2009



California Regional Water Quality Control Board
Central Valley Region
Katherine Hart, Chair



Matthew Rodriguez
Secretary for
Environmental Protection

11020 Sun Center Drive, #200, Rancho Cordova, California 95670-6114
(916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>

Edmund G. Brown Jr.
Governor

10 February 2012

*2/22/12
Clean*



Kevin Perkins
Yuba County Planning Department
915 8th Street, Suite 123
Marysville, CA 95901

CERTIFIED MAIL
7010 3090 0000 5045 0992

**COMMENTS TO DRAFT MITIGATED NEGATIVE DECLARATION, CHANGE OF ZONE
2009-0004 PROJECT, SCH NO. 2012012051, YUBA COUNTY**

Pursuant to the State Clearinghouse's 24 January 2012 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Draft Mitigated Negative Declaration* for the Change of Zone 2009-0004 Project, located in Yuba County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed for the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

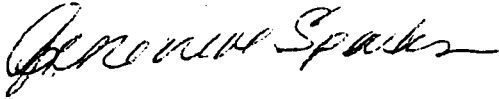
Waste Discharge Requirements

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

If you have questions regarding these comments, please contact me at (916) 464-4745 or gsparks@waterboards.ca.gov.



Genevieve (Gen) Sparks
Environmental Scientist
401 Water Quality Certification Program

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento

Gon, Tony

From: Greg Chew [GChew@sacog.org]
Sent: Tuesday, November 17, 2009 10:00 AM
To: Gon, Tony
Cc: Cucchi, Daniel; Hartman, Wendy
Subject: GPA2009-0002 - 866 Cedar Lane

Mr. Gon - thank you for sending the development application for the potential rezoning of the property at 866 Cedar Lane. On behalf of the Airport Land Use Commission for Yuba County, I have reviewed this application for compatibility with the Comprehensive Land Use Plan (CLUP) for Yuba County Airport. The applicant seeks to rezone the parcel at the aforementioned address from R-1 Single Family residential to R-2 Multi-Family Residential. As noted in the application packet, the property is located within the approach/departure zone of the CLUP.

The current CLUP (adopted in May, 1994) does not allow multi-family housing within this safety zone, therefore this proposal would be incompatible. Please note that the CLUP allows single family residential in this zone only if the density is four units per acre or less. Also note that the CLUP will likely be updated in 2010. However there is not certainty of whether the new CLUP would allow this proposal based on the updated safety zones.

According to California Aeronautics Law, the applicant and/or the County may seek to override the findings that the proposal is incompatible with the current CLUP. Specifically, California Public Utilities Code section 21676(b) states that:

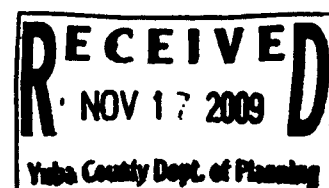
"the local agency may, after a public hearing, propose to overrule the commission by a two-thirds vote [4 out of 5] of its governing body [County Board of Supervisors] if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670."

If the applicant or County chooses to seek this override, please be sure to review the referenced section of the PUC Code.

If you have further questions, please feel free to contact.

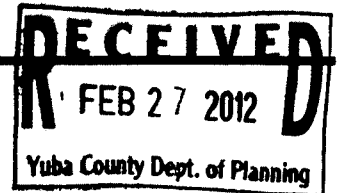
Greg Chew
SACOG/Airport Land Use Commission for Yuba County
(916) 340-6227

SCANNED
TO TRAKIT



Perkins, Kevin

From: Greg Chew [GChew@sacog.org]
Sent: Monday, February 27, 2012 11:17 AM
To: Perkins, Kevin
Subject: 866 Cedar Lane, Linda (APN 020-133-012)



Mr. Perkins - on behalf of the Airport Land Use Commission (ALUC) for Yuba County, I am responding to the request for comments on the Initial Study/Mitigated Negative Declaration document regarding the above referenced property.

The project applicant seeks a re-zone from R-1 Single Family Residential to R-2 Medium Density Residential (up to 17 du/acre) to accommodate an affordable housing apartment complex. The IS/MND document summarizes the Yuba County Airport Land Use Compatibility Plan (ALUCP) that conditionally allows this proposed project with a Site-Specific Exemption, ALUCP Policy 4.2.2.

The description of the exemption is consistent with the language in the ALUCP, and the proposed project is consistent the ALUCP.

If you have any questions, please feel free to contact me.

Greg Chew
SACOG/Airport Land Use Commission for Yuba County
(916) 340-6227

Kathleen J. Leeder

1906 Boulton way Marysville, CA 95901-3814

Tel: 530 741-9369

Kevin Perkins
Associate Planner
County of Yuba
915 8th Street, Suite 123
Marysville, CA 95901

Thursday, February 24, 2012

Regarding: Follow-up letter of citizen questions, concerns and commentary that transpired before, during, and after the public hearing about CHANGE OF ZONE CZ2009-004 (LANZA): A request for a Change of Zone to change the existing zoning designation from "R-1" Single Family Residential zoning to "R-2" Medium Density Residential zoning for one parcel consisting of 13.6 acres and located in the Valley Neighborhood General Plan land use designation. (1) Staff Report (2) Public Hearing (3) Adopt Resolution

Dear Chairman Messick,

At the Public Hearing, our supervisor told us that we have until February 25th to get an organized copy of the notes (used during the community comment section of the meeting) back to the Board. Hopefully, this will not be an effort in futility. I am representing not only my mother (Helen Pynchon, 880 Cedar Lane, West Linda) but also other residents of the area who I have had the pleasure of talking with...particularly homeowners along Alicia Avenue north of Feather River Boulevard and along Cedar Lane in West Linda, CA.

We wonder how many neighbors in the immediate area were consulted prior to planning and mitigations. We also wonder how many neighbors in the immediate and surrounding neighborhood were notified of this (Public Hearing) meeting. Exactly who in the area (which residents and/or property owners) has been notified officially, and by what means? What was the time-line utilized for the above notifications? Further, how many in the immediate community of West Linda were provided a full copy and explanation of items scheduled for review and consideration at the "Public Hearing"; and how far in advance of the hearing were those documents provided?

As a point of curiosity--If West Linda ever annexes to Marysville, or incorporates with communities to the east and to the south, will this project be affected? If so, in what way(s)?

Is the parcel in question a 13.6 acre parcel, or is it 13.5 acres? The 8.9 acres on the west side is in the Outer Approved Departure Safety Zone 4 and has been conditionally accepted, site specific, to contain no more than 72 dwelling units. The remaining 4.6 acres are in Traffic Safety Zone 6 with supposed "normal compatible use applicable zoning designation, to have no ACLUP limit to its residential density." That makes the concentration of units over double on the east side of the project if carried out according to plan.

Cedar Lane ADA is currently about 477 and has been upward of 1,100 in the past. Due to dollars and cents generated by increased ADA, the school district personnel responsible for input on the project have already signed off on it.

Has the flight plan changed, or has just the zoning changed? The Coast Guard cargo planes currently fly low over the area. Will the U. S. Coast Guard still maintain low flights over this area. A picture has been taken of a Coast Guard plane as it came into view immediately after flying low over the office of Cedar Lane School. It was stated that conversations and talk stop as the planes fly over because the noise makes it too difficult to hear.

Will park/play areas be provided within the project area?—Or, are the additional residents expected to use the Cedar Lane School play area after school hours?—Or, will they be expected to cross Feather River Boulevard to use the park that is located further south?

Will emergency evacuation plans be updated? Further, will they adequately handle the increase in population/vehicles?

How were the daily use figures derived? Friends to the south of Feather River Boulevard are also concerned about traffic increase from 150 units, each with two parking spaces. Those of us who attended the hearing were told that there is a vision for later signals at Feather River Boulevard and Garden Avenue, and also at Feather River Boulevard and Alicia Avenue. Who are the person(s) and agencies responsible for following through on this?—And, at what cost?

How many fire hydrants (if any) would be installed?—And, at what locations on the property so as not to block the general flow of traffic along Cedar Lane and Alicia Avenue? Will this project change fire insurance rates on adjoining and/or nearby properties?

In the event of strong winds and power outages that require early dismissal of children from Cedar Lane School, how will these children get home safely?

What will this project do to property values and/or local taxes? There is concern that current owners will not be able to maintain current value of their homes should the project materialize as proposed under the zoning change adopted by the Planning Commission on February 15, 2012. Should the crime rate increase as a result of this project, how would that be mitigated? Residents, especially homeowners, along both Alicia Avenue and Cedar Lane share the Yuba County Sheriff's concerns regarding the tendency toward additional crimes in residential communities where populations and buildings are more concentrated. There will likely be a need for increased services. How will all associated costs be met? What individuals and/or properties will shoulder that burden?

The trailer park that adjoins the mid-eastern border of the proposed project has been an ongoing concern to many residents of West Linda. Will the combination of the trailer park and the subsidized apartment units be a greater problem regarding safety and crime in the area? Also, some residents along Alicia Avenue are very concerned that the cut-through foot-traffic will increase between Riverside, Alicia, Cedar Lane, and Garden Avenue. Theft was mentioned as an ongoing concern in the West Linda area. Will there be any additional security or patrol in the area? If so, at what cost? And, will the cost be borne by the incoming project, or by the entire West Linda area?

Where will the electrical power come from for this project? Will it be through wires above or below ground? Will solar power be utilized for this project?—If so, to what extent? What will be the change in regulations, fees, etc. to the current homeowners in the area?

Further, is the size of this projected project compatible regarding the nearness to gas mains?—If not, how would that be mitigated?

Will drainage be adequate so as to not cause problems to the south? And, will there be a cost-share factor for home/property owners in the area? Some of us have heard that an underground tank is in the plans to recycle drainage run-off for ground maintenance watering. What will happen in periods of drought, or when there are multiple years of drought in succession? What will happen if we get weeks of down-pour and the storage tank(s) can hold no more?

Another concern: Will Cedar Lane be widened as a result of the project envisioned that created the push for rezoning from R-1 to R-2? What about along Alicia where some already have their own sidewalk? Will curbs, gutters, and sidewalks be required all along the opposing sides of Cedar Lane and Alicia? If so, who will foot the cost of upgrades in order to comply? Will there be a walkway or sidewalks to the project? Will the existing bike lane along Alicia Avenue remain? Who will maintain it?—Or, will the bike lane along Alicia Avenue be replaced by sidewalks, curbs, and gutters? What is the vision for the front of properties along the west side of Alicia Avenue? If new sidewalks are required, will property owners be required to absorb these related costs. Will a suitable bike lane be put on both the east side and the west side of Alicia Avenue?

Will there be easements to the county involved in this project or as a result of this project? If so, have property owners been notified?

How much of the project area will be dedicated to blacktop/cement/plaster for roads, parking, curbs, gutters, sidewalks, buildings? How will additional heat from the above mentioned materials be mitigated? How many trees (and what varieties should be considered that will not cause future root damage to the roads, sidewalks, etc.) will be needed in order to help maintain similar temperatures and replenish oxygen while filtering out the additional car exhaust and carbon dioxide from additional density?

How will animal habitat be mitigated? Currently there are rodents (field mice and gophers especially) in the field that provide food for several hawks and owls that nest nearby. Most years we have seen one or two gopher snakes in the field, as well as a few cottontail bunnies in the springtime. Several residents along Alicia Avenue shared that they enjoy the view of the field and like watching the hawks and owls. Additionally, finches forage for grass seeds seasonally. Flycatchers come in. There is usually an annual influx of dragonflies for several weeks. The robins come in late winter and stay around through the summer and early fall. Bluebirds have occasionally wintered over in properties adjoining the field. There has been an occasional blue heron and an occasional egret light on the property. Killdeer and meadowlarks congregate from time to time on the property. Woodpeckers, bluejays, gray squirrels, butterflies, and all the above mentioned animals may lose some of their foraging habitat as this project progresses.

What type of barrier will be provided or used along the edge of the project--particularly the north, eastern, and southern boundaries? Is there any plan to make this a gated community housing complex?

Those in attendance wondered whether you might be willing to table this item for a future hearing to allow community members ample time for review and to gather a collection of visions for this community; then, work with them to upgrade the community in a way that would be beneficial to those who currently own homes/businesses/other property in the area. We got an obvious (perceived, NO WAY!) unspoken answer when the majority of the your Planning Commission Board approved the rezoning of APN: 020-133-012 in the community of West Linda.

We are not opposed to progress, or rezoning--provided²⁷ that the resulting projects up-grade the community. If the proposed plan stays pretty-much-intact, could the project be adopted as "non-smoking"? West Linda areas, particularly along Cedar Lane across from the school and Alicia Avenue from Feather River Boulevard to Cedar Lane, receive many discarded cigarette butts. The ongoing problem does not need to be compounded.

Further, we would still like to have input regarding the project(s) that come about as a result of rezoning from R-1 to R-2. Also, some of us envision multi-uses that might require further re-zoning of a portion at the south end of the acreage. Could multi-use of the acreage be considered? Some residents feel that would be more beneficial in maintaining and upgrading property values. Some suggestions follow: Small (store-front) businesses at the south end of the property; a combination of senior housing units, assisted living, and residential care facilities (would not impact school population significantly and could leave enough grounds on site for a peripheral green buffer zone of trees, shrubs, lawn, flowers, etc.); a community center; and possibly a nice restaurant because of our nearness to Beale AFB, Edgewater, East Linda, Olivehurst, the Highway 70 corridor with several very nice motels, Arboga, and Plumas Lake.

Currently, I have been told that there is a property up for auction that adjoins this parcel and also has frontage along Feather River Boulevard. Are bidders being apprised of the project that is being considered as a result of rezoning from R-1 to R-2? Has the owner of Cloverleaf Market been consulted or at least informed of the proposed project?

I (Kathleen J. Leeder, daughter of Helen Pynchon (880 Cedar Lane)) am willing to do some of the door-to-door legwork necessary in order to facilitate community input and to help their Supervisor in ways that will upgrade the community of West Linda (where I grew up). None of the residents that I talked with are opposed to development. But, as proposed, this project has an assortment of potential negatives for the community. In fact, three long-term homeowners are upset enough that they told me that if it goes through as currently planned, they will probably try to get what they can for their home(s) (that have already gone down in value due to the general economic downturn) and move elsewhere.

Finally, will any government funds be used on this proposed Section-8 Project? If so, shouldn't taxpayers in the area have input?

Sincerely yours,



Kathleen J. Leeder

P. S. : Kevin, would you please see that copies of this letter are distributed to the Following offices (to be received by February 27, 2012). Thank you very much!



Distribution

California State Offices

California Dept. of Fish & Game District 2

Cal Trans District 3

Yuba County

Public Works

Building Inspection

County Assessor

Environmental Health

Yuba County Sheriff

Fire Planner

Office of Emergency Services

Districts & Utilities

Linda Fire Protection District

Linda County Water District

PG&E

FRAQMD

YUBA-SUTTER TRANSIT

Reclamation District 784

LAFCO

SACOG

Yuba County Airport

Marysville Joint Unified

Recology



139-12

County of Yuba

Community Development & Services Agency

915 8th Street, Suite 123, Marysville, CA 95901

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

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

PLANNING COMMISSION STAFF REPORT

Hearing Date: February 15, 2012

Case Number: Change of Zone CZ 2009-0004 (Lanza)

Request: A request for a Change of Zone to change the existing zoning designation from "R-1" Single-Family Residential zoning to "R-2" Medium Density Residential zoning for one parcel consisting of 13.6 acres and located in the Valley Neighborhood General Plan land use designation.

Location: The project site is located in the community of West Linda, southwest of the City of Marysville and on a parcel adjacent to Alicia Avenue near its intersection with Feather river Boulevard. (APN: 020-133-012)

Applicant: David Lanza, P.O. Box 591, Marysville, CA 95901

Engineer: Genesis Engineering, Sean O'Neil, 1402 D Street, Marysville, CA 95901

Recommendation: Staff recommends that the Planning Commission take the following actions as outlined in the attached resolution:

- Recommend adoption of the Mitigated Negative Declaration and Mitigation Monitoring Plan;
- Recommend approval of the Change of Map to the Board of Supervisors

Background: The project site is located in the community of West Linda, southwest of the City of Marysville. The project site is located on a 13.6 acre (APN: 020-133-012) parcel adjacent to Alicia Avenue near its intersection with Feather River Boulevard and south of Cedar Lane Elementary School. The proposed project is located on the site as a previously approved Tentative Subdivision Map (TSTM2005-0005) which consisted of a 54-lot residential subdivision.

The proposed project consists of a Change of Zone from "R-1" Single-Family Residential (up to 4 dwelling units/acre) to "R-2" Medium Density Residential (up to 17 dwelling units/acre) in order to accommodate an affordable housing apartment complex. The proposed apartment complex would be consistent with the "R-2" Medium-Density Residential zoning and the

Change of Zone would be consistent with the Valley Neighborhood General Plan Land Use designation.

As mentioned above, the Change of Zone from "R-1" Single-Family Residential to "R-2" Medium-Density Residential would allow an increase in the residential density of the project site that would be used to construct a 150-unit affordable housing apartment complex (96 more units than previously analyzed under TSTM 2005-0005). The project site is located in Review Area 1 of the Yuba County Airport Land Use Compatibility Plan (ACLUP). Review Area 1 encompasses locations where land-use compatibility is of concern with airport operations and is comprised of locations within the CNEL 60 db contour, Safety Zones 1-6 and Approach/Transitional Surfaces. Specifically, 8.9 acres of the western portion of the project site is located in the Outer Approach/Departure Safety Zone 4; the remaining 4.6 acre portion of the project site is located in the Traffic Pattern Safety Zone 6. Multi-Family Residential is a normally compatible use in Safety Zone 6 whereas in Safety Zone 4 it is conditionally accepted. The project site, however, was granted a Site-Specific Exemption (Yuba County Airport ACLUP 4.2.2) that allows for no more than 72 dwelling units on the 8.9 acre portion of the project site located in Safety Zone 4 when the Yuba County Airport ACLUP was approved in March 17, 2011. The remaining 4.6 acres located in Safety Zone 6 was approved, besides its applicable zoning designation, to have no ACLUP limit to its residential density.

Any future project as a result of the requested Change of Zone would be required to utilize Linda County Water District for both sewer and water needs. Primary access to the site would be located off of Alicia Avenue to the west and Cedar Lane to the north. The site is located in Linda Fire Protection District and would utilize the district for fire protection needs.

General Plan/Zoning: As previously stated, the site is shown on the General Plan Land Use diagram as Valley Neighborhood and is located in an "R-1" Single-Family Residential zoning district. The Valley Neighborhood land use classification is intended to allow a wide variety of residential, commercial, and public and quasi-public uses. As the Valley Neighborhood designation pertains to housing, it is intended to provide for a full range of housing types such as single-family apartments, condominiums, and other types of housing in single-use and mixed-use homes.

Consistent with the Valley Neighborhood land use classification, the "R-2" Medium Density Residential zoning district is intended to reserve appropriately located areas for family living in a variety of dwelling types at a reasonable range of population densities. Additionally, "R-2" Medium Density Residential zone is limited to the unincorporated areas of the County which have sanitary sewer systems and a piped water system. The project site is located in an area that Linda County Water District currently provides both water and sewer services.

Although the proposed Change of Zone is not providing a specific development plan, it is known that the Change of Zone is needed to facilitate an affordable apartment complex. Once a site specific development plan is drafted that plan will need to be determined to be consistent with the policies and goals set in the Yuba County 2030 General Plan. Yuba County 2030 General Plan Action 3.1 "Compatibility Review and Conditioning of Projects and Plans" sets the

administrative framework for determining project consistency with the goals and policies of the 2030 General Plan. The proposed project will be conditioned to requires approval of a Design Review permit/cleanance demonstrating that the site specific project design is consistent with Action CD 3.1 of the 2030 General Plan.

The proposed project is consistent with both the Yuba County 2030 General Plan and the Yuba County Zoning Ordinance & Development Code.

Surrounding Uses:

| | GENERAL PLAN LAND USE DESIGNATION | ZONING | EXISTING LAND USE |
|-------|--------------------------------------|--------|------------------------------|
| North | Valley Neighborhood | R-1 | Cedar Lane School |
| East | Valley Neighborhood | R-1 | Single-Family Residential |
| South | Valley Neighborhood | C | Clover Leaf Market |
| West | Valley Neighborhood | R-1 | Mobile Home Park |

Discussion: Projects are evaluated for consistency with the County's General Plan, conformance with the County's Zoning Ordinance, and potential for impacts to the health, safety and welfare of persons who reside or work in the area surrounding the project. In the case of addressing project impacts to health, safety, and welfare, specific findings need to be met for each entitlement. Below are the findings for each project entitlement needed for project approval.

Change of Zone: Section 12.10 of the Yuba County Zoning Ordinance requires that two findings are made in order to approve or conditionally approve a Change of Zone. The two findings are listed below in *italics* and are followed by an evaluation of the map in relation to each finding.

1. *The proposed project is consistent with the Land Use Element and other applicable elements of the Yuba County General Plan as well as with the Yuba County Zoning Map and Ordinance.*

The proposed project would be consistent with Yuba County 2030 General Plan policies CD 2.1; CD 2.3; CD 5.2; CD 5.3 and CD 5.4 as they pertain to development in the Valley Neighborhood and Reinvestment in the Valley Neighborhood land use designation. Additionally, the proposed Medium Residential zoning district allows multi-family dwellings as a permitted use in the zone and the project would be consistent with The Yuba County Zoning Map and Ordinance.

2. *The project is physically suitable for the proposed type of density of development.*

The project site is 13.6 acres in size and physically capable for the proposed development. The proposed project site is currently vacant and relatively flat and without

any physical or biological constraints that would limit full utilization of the site. From a site design perspective, Medium Density Residential (R-2) works well on larger parcels as all density and parking needs can easily be met.

Environmental Determination: Staff has prepared an initial study for the project and subsequent Mitigated Negative Declaration and Mitigation Monitoring Plan pursuant to the California Environmental Quality Act (CEQA) Section 15070, (b) (1).

The initial study discusses the following project impacts: Air Quality (Permits), Cultural Resources (undiscovered cultural remains), Hydrology/Water Quality (water quality permits & local drainage plan), and Transportation/Traffic (fair share road improvement costs, safe route to school, and installation of transit shelter).

The project site contains little biological resources. Besides standard project impacts to air quality, Cultural resources and Hydrology/Water Quality, the biggest project impact was to Transportation/Traffic.

KD Anderson & Associates conducted a Traffic Impact Analysis to determine the project traffic impacts along Feather River Blvd, Alicia Ave, and Cedar Lane, and the intersections of Feather River Blvd/Arboga Avenue and Feather River Blvd and Alicia Avenue. The project site already has a baseline of 54 allowable residential units from the approval of TSTM 2005-0005. As a result of the 54 unit baseline, KD Anderson & Associates based their Traffic Impact Analysis on the proposed project increase of 96 units which, in combination with the existing 54 unit baseline, equals the proposed 150-unit apartment complex.

KD Anderson & Associates determined that the existing baseline of 54 dwelling units currently permitted could generate 517 daily vehicle trips, with 41 trips generated during the a.m. peak hour and 55 trips occurring during the p.m. peak hour. These totals would increase with proposed projects (an additional 86 units) to 998 daily trips, with 77 trips generated in the a.m. peak hour and 93 trips generated in the p.m. peak hour. KD Anderson determined, based on Yuba County General Plan Update EIR Year 2030 traffic volume counts and traffic counts they conducted in November 2011 that the additions of another 481 daily, 38 a.m. and 37 p.m. peak hours trips would not have an appreciable effect on the local road system. The proposed project at build out will not add enough traffic in the immediate roadway to change road or intersection LOS below the Yuba County Standard of LOS D.

Comments: The project was circulated to various agencies and County departments for review and comment during the early consultation phase of the project and during the 30-day State Clearinghouse environmental review period for the Mitigated Negative Declaration. Comments received on the project include:

- CDSA staff – The Public Works Department, Environmental Health Department, Building Department and the Fire Protection Planner have reviewed the project and provided comments and/or conditions of approval that are incorporated into the attached Conditions of Approval.

- Caltrans- Requested a project Traffic Study.
- Yuba County Sheriff's Department- CPTED principles should be implemented at building permit stage.
- Linda Fire Protection District - No objection to project and concur with environmental document impacts related to fire.
- Yuba County Agricultural Commission Office – No impacts to agriculture.
- LAFCO – Annexation into Linda County Water District
- SACOG-Project was not consistent with Yuba County Airport CLUP adopted in May, 1994. Note: Yuba County has recently adopted a new Yuba County Airport CLUP in March, 2011. The project is consistent with the recently adopted Yuba County Airport CLUP.

Attachments:

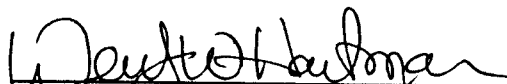
1. Resolution
2. Mitigated Negative Declaration
3. Mitigation Monitoring Plan
4. Conditions of Approval
5. Site plan
6. Comment Letters

Report Prepared By:



Kevin Perkins
Associate Planner

Report Reviewed By:



Wendy Hartman
Planning Director

**BEFORE THE COUNTY OF YUBA
PLANNING COMMISSION**

**RESOLUTION RECOMMENDING
ADOPTION OF THE MITIGATED
NEGATIVE DECLARATION AND
MITIGATION MONITORING PLAN AND
APPROVAL OF CHANGE OF ZONE 2009-
0004 (LANZA) SUBJECT TO THE
ATTACHED CONDITIONS OF APPROVAL**

RESOLUTION NO.: 2012-0001

WHEREAS, David Lanza, filed an application for a Change of Zone 2009-0004 (Lanza), a request to change the existing zoning designation from “R-1” Single-Family Residential to “R-2” Medium-Density Residential for one parcel on a parcel consisting of 13.6 acres located at Assessor’s Parcel Number: 020-133-012; and

WHEREAS, the Community Development and Services Agency of the County of Yuba has conducted an Initial Study for the proposed project and concluded that the project would not result in any significant adverse environmental impacts provided the mitigation measures that are incorporated into the Mitigation Monitoring Plan and Conditions of Approval are implemented; and

WHEREAS, the Community Development and Services Agency of the County of Yuba has provided due notice of a public hearing before the Planning Commission of the County of Yuba and the intent to recommend adoption of the Mitigated Negative Declaration and Mitigation Monitoring Plan for the proposed project in accordance with the California Environmental Quality Act, as amended;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Planning Commission finds that the proposed project as revised is consistent with the Community Development Element and other applicable elements of the Yuba County 2030 General Plan, as well as with the Yuba County Zoning Map and Ordinance.
3. The Planning Commission finds that the project site as revised is physically suitable for the proposed type of development and the proposed density of development.

4. The Planning Commission adopts the following 2 findings of fact as stated in the staff report for the Change of Zone (File# CZ 2009-0004):
 - The proposed project is consistent with the Community Development Element and other applicable elements of the Yuba County 2030 General Plan as well as with the Yuba County Zoning Map and Ordinance.
 - The project is physically suitable for the proposed type of density of development.
5. The Planning Commission finds that the revised project, as conditioned, meets the County design and improvement standards set forth in the Yuba County Ordinance Code.
6. The Planning Commission finds that the revised project, as conditioned, is in compliance with the Subdivision Map Act and the Yuba County Ordinance Code.
7. The project will not cause substantial environmental damage to fish and/or wildlife and their habitats, nor have the potential for adverse effect(s) on wildlife resources or the habitat upon which wildlife depends. A Notice of Determination will be recorded with the County Recorder and Fish and Game Filing Fees will be paid to the County Recorder.

The Planning Commission hereby recommends that the Board of Supervisors adopt the Mitigated Negative Declaration and Mitigation Monitoring Plan, incorporated herein by reference, and recommends approval of Change of Zone 2009-0004 subject to the Conditions of Approval incorporated by reference.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the County of Yuba, State of California, FEBRUARY 15, 2012, by the following vote.

AYES: COMMISSIONERS BARKER, LINDMAN, MESSICK & RODDA

NOES: COMMISSIONER RIPPEY

ABSENT:

ABSTAIN:




Yuba County Planning Commission
Chairman

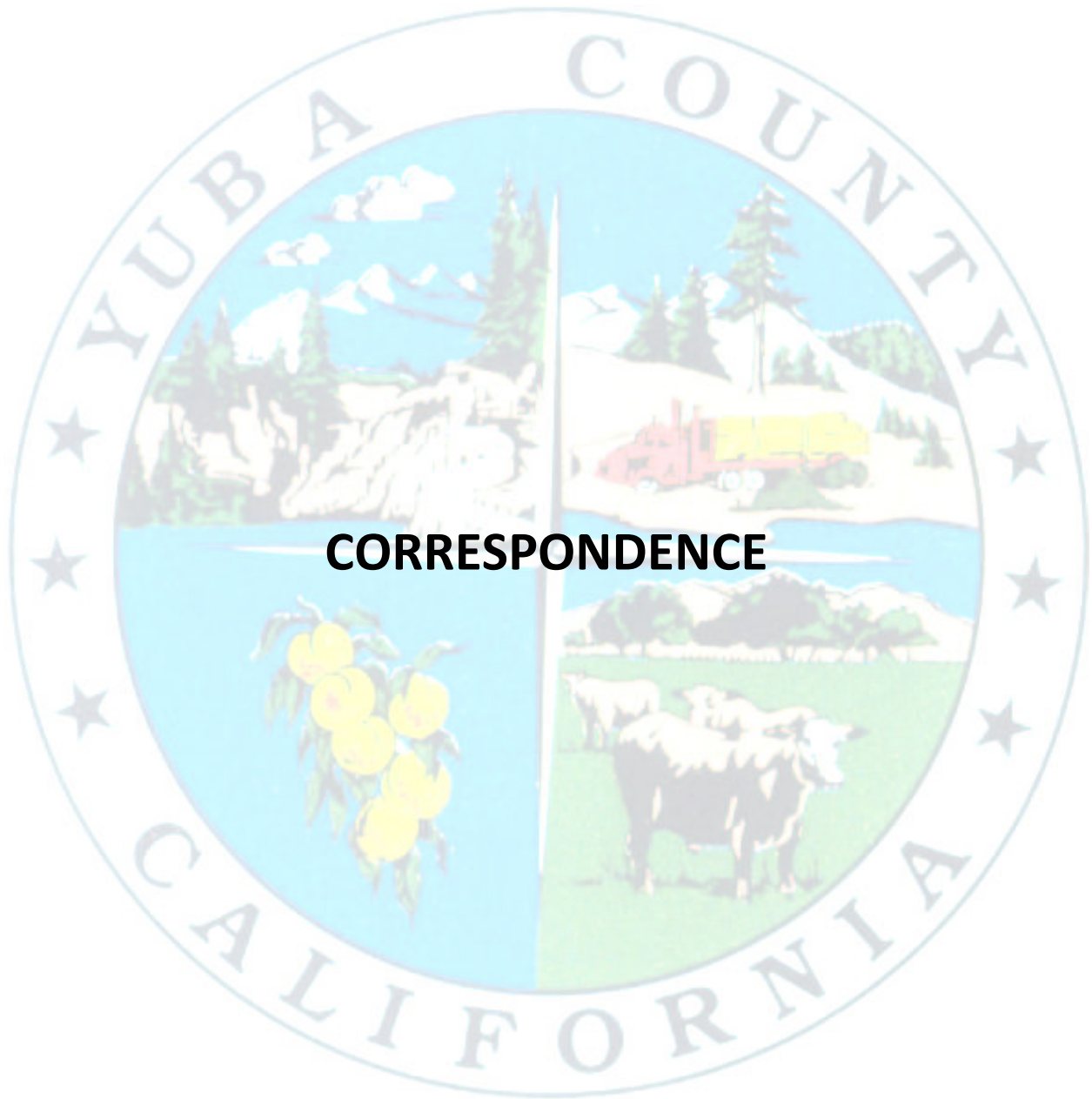
ATTEST: Anthony Gon
Planning Commission Secretary

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

BY: _____

BY: _____

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Sutter-Yuba
Mosquito & Vector Control District

140-12

MANAGER

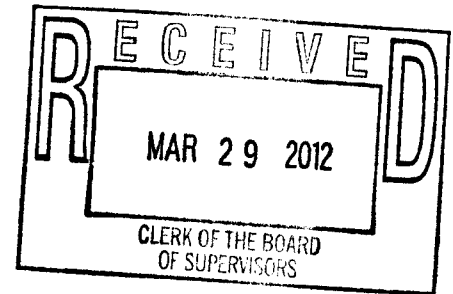
Ronald L. McBride

GENERAL FOREMAN

Michael R. Kimball

ADMIN. MGR.

Cathy F. Burns



March 26, 2012

To: Public Agencies

Re: **Public Health Pesticide Application Notification**

Dear Agency:

The Sutter-Yuba Mosquito & Vector Control District may be making public health pesticide applications to waters of the U.S. under your jurisdiction for mosquito control to prevent mosquito-borne diseases, such as West Nile virus. The District will be using larvicides and adulticides listed in the National Pollutant Discharge Elimination System (NPDES) permit for biological and residual pesticides discharges to waters of the United States for vector control operations.

Attached is a list of pesticides that the District could potentially use. Your agency could expect to see applications between January 1 and December 31 of this year. However, the majority of applications occur between May 1 and October 31. The District is required to notify all government agencies that may be affected by these applications under the requirements of the general NPDES permit. Please contact Ronald McBride at 530-674-5456 ext 101 or Michael Kimball at ext. 106 if you have additional questions.

Respectively,

Ronald McBride
District Manager

BOS CORRESPONDENCE A

*Post Office Box 726, 701 Bogue Road
Yuba City, California 95992
530/674-5456
Fax 530/674-5534*

ATTACHMENT E – LIST OF PERMITTED ADULTICIDE PRODUCTS

| Product Name | Registration Number |
|--|----------------------------|
| Pyrocid Mosquito Adulticiding Concentrate for ULV Fogging 7395 | 1021-1570 |
| Evergreen Crop Protection EC 60-6 | 1021-1770 |
| Pyrenone Crop Spray | 432-1033 |
| Prentox Pyronyl Crop Spray | 655-489 |
| Pyrocid Mosquito Adulticiding Concentrate for ULV Fogging 7396 | 1021-1569 |
| Aquahalt Water-Based Adulticide | 1021-1803 |
| Pyrocid Mosquito Adulticide 7453 | 1021-1803 |
| Pyrenone 25-5 Public Health Insecticide | 432-1050 |
| Prentox Pyronyl Oil Concentrate #525 | 655-471 |
| Prentox Pyronyl Oil Concentrate or 3610A | 655-501 |
| Permanone 31-66 | 432-1250 |
| Kontrol 30-30 Concentrate | 73748-5 |
| Aqualuer 20-20 | 769-985 |
| Aqua-Reslin | 432-796 |
| Aqua-Kontrol Concentrate | 73748-1 |
| Kontrol 4-4 | 73748-4 |
| Biomist 4+12 ULV | 8329-34 |
| Permanone RTU 4% | 432-1277 |
| Prentox Perm-X UL 4-4 | 655-898 |
| Allpro Evoluer 4-4 ULV | 769-982 |
| Biomist 4+4 | 8329-35 |
| Kontrol 2-2 | 73748-3 |
| Scourge Insecticide with Resmethrin/Piperonyl Butoxide 18%+54% MF Formula II | 432-667 |
| Scourge Insecticide with Resmethrin/Piperonyl Butoxide 4%+12% MF Formula II | 432-716 |
| Anvil 10+10 ULV | 1021-1688 |
| AquaANVIL Water-based Adulticide | 1021-1807 |
| Duet Dual-Action Adulticide | 1021-1795 |
| Anvil 2+2 ULV | 1021-1687 |
| Zenivex E20 | 2724-791 |
| Trumpet EC Insecticide | 5481-481 |
| Fyfanon ULV Mosquito | 67760-34 |

ATTACHMENT F – LIST OF PERMITTED LARVICIDE PRODUCTS

| Product Name | Registration Number |
|---|----------------------------|
| Vectolex CG Biological Larvicide | 73049-20 |
| Vectolex WDG Biological Larvicide | 73049-57 |
| Vectolex WSP Biological Larvicide | 73049-20 |
| Vectobac Technical Powder | 73049-13 |
| Vectobac-12 AS | 73049-38 |
| Aquabac 200G | 62637-3 |
| Teknar HP-D | 73049-404 |
| Vectobac-G Biological Mosquito Larvicide Granules | 73049-10 |
| Vectomax CG Biological Larvicide | 73049-429 |
| Vectomax WSP Biological Larvicide | 73049-429 |
| Vectomax G Biological Larvicide/Granules | 73949-429 |
| Zoecon Altosid Pellets | 2724-448 |
| Zoecon Altosid Pellets | 2724-375 |
| Zoecon Altosid Liquid Larvicide Mosquito Growth Regulator | 2724-392 |
| Zoecon Altosid XR Entended Residual Briquets | 2724-421 |
| Zoecon Altosid Liquid Larvicide Concentrate | 2724-446 |
| Zoecon Altosid XR-G | 2724-451 |
| Zoecon Altosid SBG Single Brood Granule | 2724-489 |
| Mosquito Larvicide GB-1111 | 8329-72 |
| BVA 2 Mosquito Larvicide Oil | 70589-1 |
| BVA Spray 13 | 55206-2 |
| Agnique MMF Mosquito Larvicide & Pupicide | 53263-28 |
| Agnique MMF G | 53263-30 |
| Abate 2-BG | 8329-71 |
| 5% Skeeter Abate | 8329-70 |
| Natular 2EC | 8329-82 |
| Natular G | 8329-80 |
| Natular XRG | 8329-83 |
| Natular XRT | 8329-84 |
| FourStar Briquets | 83362-3 |
| FourStar SBG | 85685-1 |
| Aquabac xt | 62637-1 |
| Spheratax SPH (50 G) WSP | 84268-2 |
| Spheratax SPH (50 G) | 84268-2 |

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COMMISSIONERS

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Upland
Michael Sutton, Vice President
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Jack Baylis, Member
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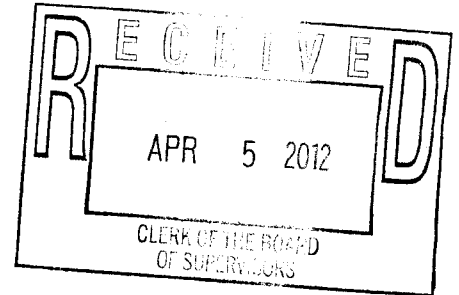


Sonke Mastrup
EXECUTIVE DIRECTOR
1416 Ninth Street, Room 1320
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA

Fish and Game Commission

April 3, 2012



TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 660, Title 14, California Code of Regulations, relating to Election of Commission Officers, which will be published in the California Regulatory Notice Register on April 6, 2012.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Sincerely,


Sheri Tiemann
Staff Services Analyst

Attachment

4-5-12:Copy provided to Yuba County Fish and Game Advisory Commission/rf

BOS CORRESPONDENCE B

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Section 102 of the Fish and Game Code and to implement, interpret or make specific Section 102 of said Code, proposes to repeal Section 660, Title 14, California Code of Regulations, relating to Election of Commission Officers.

Informative Digest/Policy Statement Overview

Current law (Section 102, Fish and Game Code) provides that the Fish and Game Commission (Commission) has the authority to elect one of their number as President and one as Vice President.

Current regulations outline the procedures for election of President and Vice President of the Commission. The President shall be the most senior member and the Vice President shall be the next most senior member. Where the member declines to serve as President or Vice President, the next most senior member shall be elected to that office.

The current regulations establish succession provisions to elect the President and Vice President of the Commission. There were concerns raised about the continuity of election of officers as outlined in regulations in Section 660, Title 14, CCR, at the Commission's February 2, 2012 meeting. The Commission is proposing to repeal these regulations to be able to hold an official election of Commission officers.

The proposed regulatory action will benefit the Commission with a more democratic process to elect its officers.

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Best Western Plus Beach Resort, La Grande Room, 2600 Sand Dunes Drive, Monterey, California, on Wednesday, May 23, 2012, at 10:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before May 16, 2012 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on May 21, 2012. All comments must be received no later than May 23, 2012, at the hearing in Monterey, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct

requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sheri Tiemann at the preceding address or phone number. Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. There are no economic or business impacts foreseen or associated with the proposed regulation change.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California.

The Commission does not anticipate any benefits to the health and welfare of California residents.

The Commission does not anticipate any non-monetary benefits to worker safety.

The Commission does not anticipate any benefits to the environment.

- (c) Cost Impacts on a Representative Private Person or Business:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:
None.
- (e) Nondiscretionary Costs/Savings to Local Agencies:
None.
- (f) Programs Mandated on Local Agencies or School Districts:
None.
- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:
None.
- (h) Effect on Housing Costs:
None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: March 26, 2012

Sonke Mastrup
Executive Director



Schedule of Proposed Action (SOPA)
04/01/2012 to 06/30/2012
Plumas National Forest

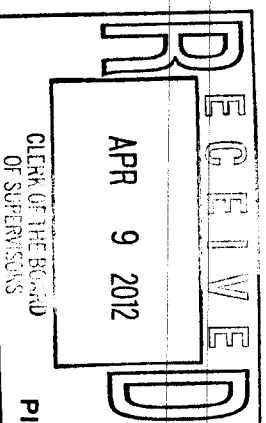
This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|--|--------------------|-------------------------|---|
| Projects Occurring Nationwide | | | | | |
| Gypsy Moth Management in the United States: A Cooperative Approach EIS | - Vegetation management (other than forest products) | In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 12/2011 | Expected:03/2012 | 01/2013 | Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us |
| | Description: The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States. Web Link: http://www.na.fs.fed.us/wv/eis/ | | | | |
| Land Management Planning Rule EIS | Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide. | | | | |
| | - Regulations, Directives, Orders | Completed | Actual: 03/23/2012 | 12/2011 | Brenda Halter-Glenn 202-260-9400 bhalterglenn@fs.fed.us |
| | Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans. Web Link: http://www.fs.usda.gov/planningrule | | | | |
| | Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule. | | | | |
| Nationwide Aerial Application of Fire Retardant on National Forest System Lands. EIS | - Regulations, Directives, Orders | Completed | Actual: 12/13/2011 | 01/2012 | Glen Stein 801-200-2703 gstein@fs.fed.us |
| | Description: The Forest Service will prepare a programmatic environmental impact statement for the continued nationwide aerial application of fire retardant on National Forest System lands. Web Link: http://www.fs.fed.us/fire/retardant/index.html | | | | |
| Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide. | | | | | |

Projects Occurring in more than one Region (excluding Nationwide)

BOS CORRESPONDENCE

04/01/2012 04:41 am MT



| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|-----------------|----------|-------------------------|---|
| Projects Occurring in more than one Region (excluding Nationwide) | | | | | |
| Sierra Nevada Forest Plan Amendment (SNFPA) EIS | - Land management planning | On Hold | N/A | N/A | Donald Yasuda 916-640-1168 dymasuda@fs.fed.us |
| | Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues. | | | | |
| | Web Link: http://www.fs.fed.us/r5/snfpa/2010seis | | | | |
| | Location: UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada, Sierra Nevada National Forests. | | | | |

| R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide) | | | | | |
|--|---|---|-------------------|---------|---|
| Mammoth Mountain Base Area Land Exchange EA | - Land ownership management | In Progress: Scoping Start 09/13/2011 Est. 215 Comment Period Legal Notice 08/2012 | Expected: 09/2012 | 12/2012 | Sheila Irons 760-924-5534 siron@fs.fed.us |
| | Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1500 acres of land in California. | | | | |
| | Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=30428 | | | | |
| Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District. STATE - California. COUNTY - Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T. 3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area. | | | | | |

Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)

R5 - Pacific Southwest Region

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|---|--|-------------------|-------------------------|---|
| Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest) | | | | | |
| California Department of Water Resources - new permit for existing water monitoring sites CE | - Special use management | In Progress: Scoping Start 03/02/2010 | Expected: 09/2011 | 10/2011 | Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us |
| | Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010. | | | | |
| | Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide. | | | | |

| | | | | | |
|---|---|---|-------------------|---------|--|
| Plumas National Forest, Occurring in more than one District (excluding Forestwide) | | | | | |
| Veg Management Program for 14 PG&E Transmission line ROWs EA | - Special use management | Developing Proposal Est. Scoping Start 04/2012 | Expected: 08/2012 | 10/2012 | David Wood 530-283-7772 dcwood@fs.fed.us |
| | Description: PG&E proposes to perform vegetation management practices in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Activities include brush cutting, thinning, and herbicide. | | | | |
| | Location: UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Plumas. Located on the Plumas National Forest within 14 different transmission power lines. | | | | |

| | | | | | |
|---|--|---|-------------------|---------|--|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | R5 - Pacific Southwest Region | | | |
| Recreation Site Improvements at Ross and McRae OHV Camps CE *NEW LISTING* | - Recreation management | Developing Proposal Est. Scoping Start 10/2012 | Expected: 11/2012 | 11/2012 | Pandora Valle 530-836-7126 isedlacek@fs.fed.us |
| | Description: The improvements include installing two accessible toilets at these two dispersed OHV Campgrounds. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 22 N, R 11 East Sections 32 and 33. Ross and McRae OHV Campgrounds. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|---|------------------|-------------------------|---|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Barry Creek A CE | - Fuels management | Developing Proposal Est. Scoping Start 04/2012 | Expected:04/2012 | 05/2012 | Don Fregulia 530-836-2575 dfregulia@fs.fed.us |
| *NEW LISTING* | | | | | |
| Description: Fuels reduction treatments on private land using Steven's Funds. | | | | | |
| Barry Creek B CE | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down Whitehawk Ranch. | | | | |
| *NEW LISTING* | | | | | |
| Description: Fuels reduction treatments on private land using Steven's Funds | | | | | |
| Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch. | | | | | |
| Barry Creek C CE | - Fuels management | Developing Proposal Est. Scoping Start 04/2012 | Expected:04/2012 | 05/2012 | Don Fregulia 530-836-2575 dfregulia@fs.fed.us |
| *NEW LISTING* | | | | | |
| Description: Fuels reduction treatments on private land using Steven's Funds | | | | | |
| Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E sec13 and sec 14. Off Highway 89 near Calpine Summit down to Whitehawk Ranch. | | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|--|---|--------------------|-------------------------------|--|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | R5 - Pacific Southwest Region | |
| Big Hill Project EA | <ul style="list-style-type: none"> - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management | In Progress: Objection Period Legal Notice 05/18/2011 | Expected:08/2012 | 09/2012 | Kyla Sabo 530-836-7157 kylasabo@fs.fed.us |
| | Description: Strategically place DFPZ and WUI treatments to modify fire behavior and improve forest resilience. Activities include mechanical thinning, hand thinning, piling, mastication, group selection, prescribed burning, and associated transportation planning Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=35005 | | | | |
| Camp Layman River Access Trail Work CE | | | | | |
| | - Special use management | Completed | Actual: 03/05/2012 | 07/2012 | Lisa Sedlacek 530-836-2575 lsedlacek@fs.fed.us |
| | Description: The proposal is to clear two trails adjacent to the public camp. | | | | |
| | | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23 R 11 Sections 19, 24. Camp Layman, Layman Tract recreation residences. | | | | |
| Cow Creek, Jenkins and Big Grizzly Creek Enclosures CE | - Watershed management | In Progress: Scoping Start 11/15/2010 Est. 215 Comment Period Legal Notice 07/2012 | Expected:08/2012 | 09/2012 | Antonio Duenas 530-836-7156 tduenas@fs.fed.us |
| | Description: The Beckwourth RD, Watershed Department, proposes to install livestock fence enclosures along newly restored areas and connected stream and meadow systems in order to protect these sensitive areas from grazing effects. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, Section 19, 29 and 34. Lake Davis. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|---|-------------------|-------------------------|---|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Dotta Underburn Project CE | - Fuels management | Developing Proposal Est. Scoping Start 04/2012 | Expected: 05/2012 | 05/2012 | Don Fregulia 530-836-2575 dfregulia@fs.fed.us |
| *NEW LISTING* | Description: The Dotta Underburn Project's objectives are to reduce hazardous fuels, improve wildlife habitat and forage, and to reduce wildfire risk around the communities of Beckwourth and Dixie Valley. Approximately 1,179 acres would be underburned. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 14E, Sec 14, 15, 22, 23, 25-27, 35, 36. The Dotta UB is located at the head of Dotta Canyon along the headwaters of Red Clover Creek and adjacent to Red Clover Valley. The project area is on both the North and South sides of the Goodwin Ra. | | | | |
| Flynn Encroachment Project EA | - Vegetation management (other than forest products) - Land ownership management | Developing Proposal Est. Scoping Start 03/2012 | Expected: 06/2012 | 07/2012 | David Drake 530-836-2575 ddrake@fs.fed.us |
| *NEW LISTING* | Description: Removal of building structures, a pond and dam, septic system and cap a well that are encroaching on National Forest System Lands. The objective is to return NFS lands to it's original state. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 14E, Sec 21 and 28. Located off Beckwourth Genesee Road. | | | | |
| Frenchman WC Aspen Hand Thin Project CE | - Wildlife, Fish, Rare plants - Vegetation management (other than forest products) | Developing Proposal Est. Scoping Start 07/2010 | Expected: 09/2010 | 06/2011 | Russell Nickerson 530-836-2575 rnickerson@fs.fed.us |
| | Description: Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec. 32, T 25N, R 15E, Sec. 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground. | | | | |
| Goat Grazing Tail Whitetop CE | - Wildlife, Fish, Rare plants | Developing Proposal Est. Scoping Start 03/2009 | Expected: 04/2009 | 06/2009 | Michael Friend 530-836-7167 mjfriend@fs.fed.us |
| | Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tail whitetop (Lepidium latifolium) in the Ramelli Ranch allotment. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T 23N, R 14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|---|-------------------|-------------------------|---|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Gold Lake Boat Launching Facility CE | - Facility management | Developing Proposal Est. Scoping Start 07/2012 | Expected: 11/2012 | 09/2013 | Pandora Valle 530-836-7126 lseedlacek@fs.fed.us |
| *NEW LISTING* | | | | | |
| Gold Lake Toilet#3 CE | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 22 N, R 12 E, Section 16. Lakes Basin Recreation Area, Gold Lake Boat Launching Facility. | | | | |
| | - Recreation management | Developing Proposal Est. Scoping Start 09/2011 | Expected: 10/2011 | 08/2012 | Pandora Valle 530-836-2575 pvalle@fs.fed.us |
| | Description: Installation of SST Toilet Building in the Gold Lake Campground | | | | |
| Grizzly Valley, Grizzly Valley Community, and Humbug Allotments EA | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R11E - Gold Lake Campground. Gold Lake Campground. | | | | |
| | - Grazing management | In Progress: 215 Comment Period Legal Notice 11/23/2011 | Expected: 02/2012 | 02/2012 | Kyla Sabo 530-836-2575 kylasabo@fs.fed.us |
| | Description: Range Environmental Assessment Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=31015 | | | | |
| Last Chance Creek Phase II Restoration Project EA | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, multiple sections, T 23N, R 12 E and 13E, multiple sections. Beckwourth Ranger District near Lake Davis. | | | | |
| | - Watershed management | Developing Proposal Est. Scoping Start 01/2012 | Expected: 08/2012 | 08/2012 | Antonio Duenas 530-836-7156 tduenas@fs.fed.us |
| | Description: Restore the hydrologic function of approximately 7.8 miles of Last Chance Creek and 402 acres of degraded meadow system. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=24308 | | | | |
| Last Chance Creek Phase II Restoration Project EA | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project area is in Sections 9, 10, 11, 14, and 15 of T26N, R13E and Sections 15, 16, and 17 of T26N, R14E. Last Chance HUC 5 watershed. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|--|--|------------------|-------------------------|---|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Meadow Restoration Monitoring and Evaluation | - Research and Development | In Progress: Scoping Start 1/17/2010 | Expected:05/2012 | 06/2012 | Antonio Duenas 530-836-7156 tduenas@fs.fed.us |
| CE | Description: A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District. | | | | |
| Meadow View Campground Hand Pump | - Recreation management | Developing Proposal Est. Scoping Start 09/2011 | Expected:10/2011 | 06/2012 | Pandora Valle 530-836-2575 pvalle@fs.fed.us |
| CE | Description: Installation of a hand pump at the Meadow View Campground | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R16E Section 8. Meadow View Campground. | | | | |
| Meadowview/Rowland Restoration Project | - Watershed management | In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 01/2012 | Expected:02/2012 | 08/2012 | Brendan Waterman 530-836-2575 bwaterman@fs.fed.us |
| EA | Description: Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=28848 | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed. | | | | |
| Mills Peak Trailhead Toilet | - Recreation management | Developing Proposal Est. Scoping Start 09/2011 | Expected:12/2011 | 08/2012 | Pandora Valle 530-836-7123 pvalle@fs.fed.us |
| CE | Description: Installation of an SST toilet building near Mills Peak Lookout | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout. Mills Peak Lookout. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|---|--|-------------------|-------------------------------|--|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | R5 - Pacific Southwest Region | |
| Ramelli Creek Ranch EA | - Road management | Developing Proposal Est. Scoping Start 02/2012 | Expected: 05/2012 | 06/2012 | David Drake 530-836-2575 ddrake@fs.fed.us |
| *NEW LISTING* | | | | | |
| Description: Road improvement to allow access to private parcel. | | | | | |
| Smith Peak/Lake Davis Motorized and Non-Motorized Trail Planning EA | Location: | UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R16E, sec 29. North of Frenchman Lake. | | | |
| | - Recreation management | In Progress: Scoping Start 01/26/2012 Est. 215 Comment Period Legal Notice 02/2015 | Expected: 03/2015 | 02/2017 | Pandora Valle 530-836-7126 lsedlacek@fs.fed.us |
| | Description: Development of a winter and summer Recreation Management Plan for motorized and non-motorized recreation in the Jackson Creek, Smith Peak and Lake Davis Area. | | | | |
| Snowmobile Tours from Chalet View Lodge CE | Location: | UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Westernmost T23N, R11E, Sec. 22 Easternmost T23N, R 13E, Section 26. Jackson Creek, Smith Peak and Lake Davis Recreation Area. | | | |
| | - Recreation management | Developing Proposal Est. Scoping Start 09/2011 | Expected: 10/2011 | 01/2012 | Lisa Sedlacek 530-836-2575 lsedlacek@fs.fed.us |
| | Description: Sierra Touring Co, to lead snowmobile tours west of Lake Davis Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=37303 | | | | |
| Sulphur and Barry Creek Restoration Project EA | Location: | UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R13E, Section 8 staging area at Chalet View Lodge. West of Lake Davis. | | | |
| | - Watershed management | Developing Proposal Est. Scoping Start 03/2012 | Expected: 10/2012 | 06/2013 | Antonio Duenas 530-836-7156 tduenas@fs.fed.us |
| | Description: Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area. | | | | |
| Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed. | | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|---|-----------------|--------------------|-------------------------------|---|
| Plumas National Forest | Beckwourth Ranger District (excluding Projects occurring in more than one District) | | | R5 - Pacific Southwest Region | |
| Upper Dotta Canyon Restoration Project | - Watershed management | Completed | Actual: 03/21/2012 | 07/2012 | Brendan Waterman 530-836-2575 bwaterman@fs.fed.us |
| EA | Description: Project consists of restoring an eastside montane meadow (253 acres) and improving channel stability for 2.9 miles on Red Clover Creek within Dotta Canyon. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=28849 | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R14E, Sections 25, 26, & 36. Red Clover Creek Hydrologic Unit Code (HUC) 5 Watershed. | | | | |
| Willow Creek Mining Project | - Minerals and Geology | Completed | Actual: 02/23/2012 | 04/2012 | Leslie Edlund 530-283-7650 ledlund@fs.fed.us |
| EA | Description: Excavation of 7 test trenches with a backhoe to remove vein and weathered vein material for processing. Processing to recover ore deposits would occur off site. Sampling would occur over a 5 year period. | | | | |
| | Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R16E, Section 23. Between Willow Ranch Creek and Robinson Canyon, south of the Doyle Grade. | | | | |

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|--|---|-------------------------------|--------------------|---------|-----------------------------|
| Plumas National Forest | Feather River Ranger District (excluding Projects occurring in more than one District) | R5 - Pacific Southwest Region | | | |
| Bloomer and Sawmill Fire | - Forest products | Completed | Actual: 03/15/2012 | 05/2012 | Eric Murphy 530-532-8922 |
| Lookout Hazard Reduction/Sight Path Clearing | - Fuels management | | | | ejmurphy@fs.fed.us |
| CE | Description: The intent of these projects is to clear a site path to reestablish view path from the lookouts to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established. | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Bloomer Lookout- T. 21N R. 5E, Section 30. Sawmill Peak Lookout- T. 23N R. 4E, Section 32. Bloomer Lookout, in Butte County, near Berry Creek off Rd 21N39 (50 acres NW of tower.) Sawmill Peak Lookout, in Butte County, near Magalia (20 acres East of tower). | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|--|--|--------------------|-------------------------|---|
| Plumas National Forest | Feather River Ranger District (excluding Projects occurring in more than one District) | R5 - Pacific Southwest Region | | | |
| Burnt Bridge/Cottage Creek Blackoak Enhancement | - Wildlife, Fish, Rare plants | On Hold | N/A | N/A | Cindy Roberts 530-532-7467 ckroberts@fs.fed.us |
| CE | Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area. | | | | |
| Butte County Communications, Bloomer Hill Communication Site Electric Utility Extension | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed, near Challenge., CA. | | | |
| | - Special use management - Facility management | Completed | Actual: 03/15/2012 | 04/2012 | Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us |
| | Description: | Dig a trench 24" wide and 200' long, and install electrical service from the electrical point of connection to a new electrical equipment building on the Butte County Communications site, located within the Bloomer Hill communications site. | | | |
| CE | Web Link: | http://www.fs.fed.us/nepa/nepa_project_exp.php?project=37031 | | | |
| California Department of Water Resources - Amend permit to install a streamgauge at 2nd location | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T21N, R5E, Sec. 30., Bloomer Hill Communications Site, Bloomer Hill, Butte county, Ca. | | | |
| | - Special use management | Developing Proposal Est. Scoping Start 07/2011 | Expected: 07/2011 | 09/2011 | Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us |
| | Description: | CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia. | | | |
| Cedar Flat Meadow, Faggs Reservoir Meadow, Mosquito Creek Meadow Restoration | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California. | | | |
| | - Regulations, Directives, Orders | Completed | Actual: 03/07/2012 | 08/2012 | Maria Cisneros 530-532-7444 mcisneros@fs.fed.us |
| | Description: | This is a wildlife habitat, watershed, and streambank stabilization improvement project that allows for partnership and matching funds to restore. Meadows are becoming impacted by encroaching conifers and lack of fire disturbance. | | | |
| CE | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, NW 1/4 S15 - T23N, R7E, SW 1/4 S15, T23N, R7E, NE 1/4 S22 and NE 1/4 S23. The meadows are located in the Bucks Lake vicinity, Plumas County, California. | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|--|--|------------------|-------------------------------|---|
| Plumas National Forest | Feather River Ranger District (excluding Projects occurring in more than one District) | | | R5 - Pacific Southwest Region | |
| Grass Flat Hazardous Fuels Reduction and Forest Health Restoration Project | <ul style="list-style-type: none">- Recreation management- Forest products- Vegetation management (other than forest products)- Fuels management- Watershed management | In Progress: 215 Comment Period Legal Notice 12/15/2011 | Expected:04/2012 | 06/2013 | Sharen Parker 530-534-6500 sparker@fs.fed.us |
| EA | Description: Provide protection to rural communities with the construction of DFPZs surrounding the Little Grass Valley Reservoir to the N and SW. Conduct group selection to enhance forest health and implement restoration to RHCA areas. | | | | |
| Grizzly Summit Hazard Tree Project | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Sections 10,11,15,17-23, 26-31, 33,34. T21N, R9E, Sections 7, 18, 19, and T21N, R8E, Sections 1,11,12, and 24. Project location is west and north of the community of La Porte, CA surrounding the Little Grass Valley Reservoir. | | | | |
| | - Forest products | On Hold | N/A | N/A | Eric Murphy 530-532-8922 ejmurphy@fs.fed.us |
| | Description: Hazard tree removal along Oro-Quincy Highway. | | | | |
| HDD/Millet Mining Plan Of Operations | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11. MDM. Seven miles southwest of Bucks Lake on Highway 162. | | | | |
| | - Minerals and Geology | In Progress: 215 Comment Period Legal Notice 09/17/2011 | Expected:02/2012 | 06/2012 | Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us |
| | Description: Placer mining. Panning, sluicing, dredging. Use of non-system road. | | | | |
| Hawkeye Tunnel Mining Plan of Operation | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, R9E, Sec 10, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek. | | | | |
| | - Minerals and Geology | In Progress: Scoping Start 11/25/2009 | Expected:01/2011 | 06/2011 | Donna Duncan 530-532-7461 dmduncan@fs.fed.us |
| | Description: Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction. | | | | |
| CE | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|---|------------------|-------------------------|--|
| Plumas National Forest Know Nothing Roadside Timber Sale CE | Feather River Ranger District (excluding Projects occurring in more than one District) - Forest products - Road management | On Hold | N/A | N/A | Eric Murphy 530-532-8922 ejmurfphy@fs.fed.us |
| | R5 - Pacific Southwest Region | | | | |
| | Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7& 8 E., T. 20N) | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16in the vicinity of Sly Creek Res. (R. 7& 8 E., T. 20N). | | | | |
| La Porte-Quincy Hazard Tree CE | - Forest products - Fuels management - Road management | Developing Proposal Est. Scoping Start 04/2012 | Expected:05/2012 | 06/2012 | Eric Murphy 530-532-8922 ejmurfphy@fs.fed.us |
| | Description: Tree mortality is occurring along La Porte Quincy Highway from the intersection with FS Road 514 to the intersection with 23N60Y. The unit includes areas in T. 21N, R9E, Secs. 2,3,10. and T. 22N, R9E., Secs. 5, 8, 17, 18, 19, 25, 30, 32, 35, 36 | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T. 21N, R9E, Sections 2,3, and 10. and T. 22N, R9E., Sections 5, 8, 17, 18, 19, 25, 30, 32, 35, 36. MDM. La Porte-Quincy Hwy in Plumas County near La-Porte, along approx 6 miles, from intersection with FS Road 514 to the intersection with 23N60Y Rd. | | | | |
| Last Chance Mining Plan of Operations EA | - Minerals and Geology | In Progress: 215 Comment Period Legal Notice 09/17/2011 | Expected:02/2012 | 06/2012 | Chris Christofferson 530-532-7473 christofferson@fs.fed.us |
| | Description: Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and gated access. | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas, Sierra. LEGAL - T21N, R9E, Sec 11. Feather River Ranger District, slate creek. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|---|---|------------------|-------------------------|---|
| Plumas National Forest | Feather River Ranger District (excluding Projects occurring in more than one District) | R5 - Pacific Southwest Region | | | |
| On Top Hazardous Fuels Reduction Project EIS | - Vegetation management (other than forest products) - Fuels management | In Progress: DEIS NOA in Federal Register 03/02/2012 Est. FEIS NOA in Federal Register 06/2012 | Expected 08/2012 | 06/2013 | Carol Spinos 530-534-6500 cspinos@fs.fed.us |
| | Description: This project proposes to reduce the risk from wildfires to rural communities and forest resources, improve forest health and contribute to the economic stability of rural communities near Bucks Lakes and surrounding areas. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=31263 | | | | |
| | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R6E, S1-2, 11. T22N, R8E, S5-6. T23N, R6E, S2-3, 10-15, 19-23, 26-30, 33-36. T23N, R7E, S7, 10, 12-16, 18, 21-25, 36. T23N, R8E, S18-20, 29-35. Bucks Lake area from Soapstone Hill on the west, to Mt. Ararat on the east. | | | |
| Pacific Gas and Electric Company - 12 KV power line extension | - Special use management | On Hold | N/A | N/A | Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us |
| CE | Description: Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area. | | | | |
| Pendola Silviculture Project | - Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management | On Hold | N/A | N/A | Errol Solomon 530-532-7413 esolomon@fs.fed.us |
| CE | Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2, 11, 12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|--|-------------------|-------------------------|---|
| Plumas National Forest | Feather River Ranger District (excluding Projects occurring in more than one District) | R5 - Pacific Southwest Region | | | |
| Provost, Leonard - new permit for existing access road. CE | - Special use management | Developing Proposal Est. Scoping Start 10/2011 | Expected: 10/2011 | 11/2011 | Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us |
| | Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property. | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34, Near Little Grass Valley Reservoir, north of La Porte, California. | | | | |
| Sly Creek Recreation Area Special Use Authorization Renewal CE | - Recreation management - Special use management | Developing Proposal Est. Scoping Start 01/2012 | Expected: 02/2012 | 03/2012 | Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us |
| | Description: This project is operations, maintenance and management of recreation facilities owned by SFWP on NFS land | | | | |
| *NEW LISTING* | | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Yuba. LEGAL - T20N, R8E, Sec.4, 5, 8, 9, 16, 17, 18, 19, 20. Sly Creek Reservoir. | | | | |
| Sugarloaf Hazardous Fuels Reduction EIS | - Special area management - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management | Developing Proposal Est. NOI in Federal Register 04/2012 | Expected: 09/2012 | 06/2013 | Carol Spinos 530-534-6500 cspinos@fs.fed.us |
| | Description: Reduce hazardous fuels around the communities of La Porte and American House through the construction of DFPZs and to reintroduce fire to the landscape. | | | | |
| | Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24, 25, 35, 36. T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32. T21N, R8E, S24-26, 35, 36, T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|---|-------------------|-------------------------|---|
| Plumas National Forest | Feather River Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Sunset Lookout Hazard Reduction and Sight Path Clearing | - Forest products - Fuels management - Facility management | Developing Proposal Est. Scoping Start 01/2012 | Expected: 04/2012 | 01/2012 | Eric Murphy 530-532-8922 ejmurphy@fs.fed.us |
| CE | Description: The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established. | | | | |
| The Dog Gone Outfitters Outfitter Guide Permit | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N. R. 6E. Section 9. | | | |
| | - Recreation management - Special use management | Developing Proposal Est. Scoping Start 10/2011 | Expected: 10/2011 | 11/2011 | Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us |
| | Description: This project is a 2 year outfitter guide permit for guided bear hunts on the Feather River Ranger District, conducted by a licensed outfitter guide. Camping will occur on the 22N34 road on NFS lands; no ATV or other off highway vehicles will be used | | | | |
| CE | Location: | UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. Use of NFS roads throughout the Feather River Ranger District. | | | |

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| Plumas National Forest | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Shenandoah and Old Jura Abandoned Mine Closure | - Minerals and Geology | In Progress: Scoping Start 06/01/2011 | Expected: 06/2012 | 08/2012 | Leslie Edlund 530-283-7650 ledlund@fs.fed.us |
| CE | Description: Closure of 2 mine adits at the Shenandoah Mine and 1 mine adit at the Old Jura Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed. | | | | |
| | Location: | UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 Section 19 and T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar, Old Jura is located off NFS road 26N26A. | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|---|---|--------------------|-------------------------|---|
| Plumas National Forest 26N26 Medusahead Flaming Treatment Project CE | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | R5 - Pacific Southwest Region | | | |
| *NEW LISTING* | - Wildlife, Fish, Rare plants - Vegetation management (other than forest products) | Completed | Actual: 03/16/2012 | 05/2012 | Courtney Rowe 530-283-7612 cjrowe@fs.fed.us |
| | Description: Heat treatment of ~0.5 acre of medusahead--an invasive plant of management concern--in preparation of future project work on National Forest System Road 26N26. Treatment will utilize a propane torch to kill target plants through desiccation. | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, S7 (SE ¼ of SE ¼). Infestation is located in and around a large turnout on National Forest System (NFS) road 26N26 along the west edge of the Queen Lily plantation. The nearest town is Belden. | | | | |
| Boomerang Placer CE | - Minerals and Geology | In Progress: Scoping Start 10/26/2011 | Expected:06/2012 | 07/2016 | Donna Duncan 760-379-5646 dmduncan@fs.fed.us |
| | Description: Excavation of 10 to 15 test trenches along Owl Creek. Repair of existing NFS road 26N42Y including brushing, limbing, repair of road bed and replacement of culvert. Repair of spur roads for access. | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, N 1/2 of Section 17 and the S 1/2 of Section 8. Seneca, CA in the Barker Gulch area. Access is along NFS Road 26N42Y. | | | | |
| Bucks Lake Hazardous Fuels Reduction Project EA | - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management | In Progress: Scoping Start 05/04/2011 Est. Objection Period Legal Notice 02/2012 | Expected:08/2012 | 09/2012 | David Kinatader 530-283-5191 dkinatader@fs.fed.us |
| | Description: This project proposes reduction of hazardous fuels, removal of hazardous trees along roads and within recreation sites, road treatments to improve watershed condition, and thinning to improve forest health. | | | | |
| | Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=18963 | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Sections 1,3,4,9,11,12. T23N, R8E, Sections 5,6,7,18. T24N, R7E, Sections 27, 28, 29, 32, 36. T24N, R8E, Sections 18 and 32. About 10 miles west of Quincy, CA. Includes NFS Roads 24N24,24N29Y,24N33,24N33A,24N34, 24N35X, and 24N36; Plumas County roads 414,423, and 433; and 0.2 miles of the Pacific Crest Trail. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|---|---|--------------------|-------------------------|---|
| Plumas National Forest | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Bucks Lake Host Site Septics | - Recreation management | Developing Proposal Est. Scoping Start 06/2012 | Expected: 10/2012 | 10/2012 | Judy Schaber 530-836-7126 jschaber@fs.fed.us |
| CE | Description: Install septic tanks and leach fields for host sites at Sandy Point, Hutchins Group Camp and Whitehorse Campground. Install a septic/holding tank for the host at Mill Creek Campground. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R7E Sections 27, 28, & 36. Sandy Point Day Use Site, Hutchins Group Campground, Whitehorse Campground and Mill Creek Campground. | | | | |
| Gold in Rivers #1, #2, and #3 Mining Exploration | - Minerals and Geology | Completed | Actual: 01/10/2012 | 05/2012 | Leslie Edlund 530-283-7622 ledlund@fs.fed.us |
| CE | Description: Re-open existing drift mine. Re-timber mine entrance. Refurbish all components of mine operation including rail cart, shop and wash plant. Identify locations for drill sites and drill pads. Reopen and repair access road. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 17 and 20, MDBM, Seneca, CA. Access is off the 26N32Y Road. | | | | |
| Hallsted Campground Rehabilitation Project | - Recreation management | Completed | Actual: 07/13/2011 | 11/2011 | Erika Brenzovich 530-283-5189 ebrenzovich@fs.fed.us |
| CE | Description: Rehabilitation of Hallsted Campground includes developing interpretive improvements, accessible restroom reconstruction, resurfacing roads & spurs, replacing the electrical distribution and water system, and developing accessible campsites. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=35850 | | | | |
| | Location: | UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R8E, Section 22. Hallsted Campground is located approximately 18 miles from Quincy, the nearest town is Twain. | | | |
| Herby's Quarry | - Minerals and Geology | Completed | Actual: 01/23/2012 | 05/2012 | Donna Duncan 530-283-7614 dmduncan@fs.fed.us |
| CE | Description: Project proposal is to improve and use the access road to Herby's Quarry. The road is currently rutted and undrivable. Repairs will be completed using a rubber tired tractor and may include out-sloping, installation of water bars and grading. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R12E, Section 4. The nearest town is Taylorsville, CA. Project location is west of Antelope Lake. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|---|--|-------------------|-------------------------|---|
| Plumas National Forest | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | | |
| R5 - Pacific Southwest Region | | | | | |
| Keddie Ridge Roadside and Deck Salvage Sale Project CE | - Forest products - Vegetation management (other than forest products) | In Progress: Scoping Start 10/14/2010 | Expected: 07/2011 | 08/2011 | Andrew Hart 530-283-7643 ahhart@fs.fed.us |
| Description: This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34562 | | | | | |
| Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line. | | | | | |
| Lucky Jack and Chase Angel Placer Mining CE | - Minerals and Geology | In Progress: Scoping Start 11/16/2011 | Expected: 05/2012 | 06/2012 | Leslie Edlund 530-283-7622 ledlund@fs.fed.us |
| Description: Excavation of up to 20 test pits within the old tailing piles of Eagle Gulch. Samples will be processed through a portable trommel using water pumped from Eagle Gulch to a holding trough. Wastewater will be discharged into a clarifying pit. | | | | | |
| Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, SW 1/4 of Section 28. West of Meadow Valley in Eagle Gulch. Access is off Big Creek Road to NFS Road 24N99X. | | | | | |
| Meadow Camp and Deanes Valley Campground Improvements CE | - Recreation management | In Progress: Scoping Start 01/18/2012 Est. 215 Comment Period Legal Notice 03/2012 | Expected: 06/2012 | 09/2012 | Judy Schaber 530-836-7126 jschaber@fs.fed.us |
| Description: Install one new pre-cast vault toilet at Meadow Camp Campground. Replace the existing toilet with one new pre-cast vault toilet and replace and install barriers at Deane Valley Campground. | | | | | |
| Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Section 24 and T23N R9E Section 6. Meadow Camp Campground and Deanes Valley Campground. | | | | | |
| Meadow Valley Barracks PSW CE | - Facility management | On Hold | N/A | N/A | Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us |
| Description: Demolish the existing Teachers Assistant building and replace it with a new Region 5 standard barracks building. Install new septic system and well and electrical hookup. The construction site would be approximately .25 acres. | | | | | |
| Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Section 27. U.C. Berkeley Forestry Camp, Meadow Valley. | | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|---|---|--------------------|-------------------------|--|
| Plumas National Forest | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Mt. Hough - South Park Proposed Trail System EA | - Recreation management | Developing Proposal Est. Scoping Start 02/2012 | Expected: 07/2012 | 08/2012 | Judy Schaber 530-283-7622 jschaber@fs.fed.us |
| *NEW LISTING* | Description: The Mt. Hough Ranger District is developing a proposal to complete the analysis of user-created trails and routes to potentially bring them onto the Forest Service trail system. The trail areas are known as the South Park and Mt. Hough trail systems. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. The Southpark system is located from Chandler Road northeast to Spanish Creek. The Mt. Hough system is from Spanish Creek east to Grizzly Ridge, north to Indian Falls, south to Hwy 70. | | | | |
| Outfitting and Guiding Permit Hunting and Fishing CE | - Special use management | In Progress: Scoping Start 01/11/2012 Est. 215 Comment Period Legal Notice 03/2012 | Expected: 04/2012 | 04/2012 | Judy Schaber 530-836-7126 jschaber@fs.fed.us |
| | Description: Two individuals have submitted applications for outfitting and guiding special use permits on the Plumas National Forest. One is for hunting and fishing trips and the other is just for hunting. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. Mt. Hough, Feather River and Beckwourth Ranger Districts on the Plumas National Forest. | | | | |
| PCT Replanting Project - Storrle Fire Restoration CE | - Recreation management - Vegetation management (other than forest products) | Completed | Actual: 02/10/2012 | 03/2012 | Erka Brenzovich 530-283-5189 ebrenzovich@fs.fed.us |
| *NEW LISTING* | Description: Up to 1.5 miles (approx. 36 acres) of the Pacific Crest Trail (PCT) on the Plumas National Forest from Belden will be planted to rehabilitate timber resources and restore scenic quality of the PCT both lost to the Storrle Fire of 2000. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=38721 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R 6E, Sections 14, 15, & 23. Pacific Crest Trail North from Belden Rest Area on Highway 70; the nearest town is Belden. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--|--|---|------------------|-------------------------------|---|
| Plumas National Forest Plumas Integrated Weed Management Program II CE | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | R5 - Pacific Southwest Region | |
| *NEW LISTING* | - Vegetation management (other than forest products) | In Progress: Scoping Start 02/02/2012 | Expected:03/2012 | 04/2012 | James Belsher-Howe 530-283-7657 jbelsher- howe@fs.fed.us |
| | Description: Integrated weed management will be used to reduce and control the spread of noxious and invasive weeds on 125 acres, including mapping and monitoring of infestations. | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Sections 10, 11, 14, 15, 22, 23 and T25N R11E Sections 2 and 11. Spanish Ranch in Meadow Valley and Heart K Ranch in Genesee Valley. | | | | |
| R.E. Dahlen's Placer Plan of Operations EA | - Minerals and Geology | Developing Proposal Est. Scoping Start 04/2012 | Expected:06/2012 | 07/2012 | Donna Duncan 760-379-5646 dmduncan@fs.fed.us |
| *NEW LISTING* | Description: Proposal to conduct placer mining operations on North Fork of the Feather River, including using a backhoe to dig a pit, process the materials on site using a trommel, long term occupancy, use and maintenance of an access road, use of water system | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T28N, R8E, Section 16, MDB&M, Seneca, CA. Access is off Co Road 306 (Seneca Road). Right through the Lucky Chance Mine gate, then right to the North Fork Feather River. | | | | |
| Rattlesnake Hill Timber Sale CE | - Vegetation management (other than forest products) - Special use management | In Progress: Scoping Start 10/12/2010 | Expected:07/2011 | 08/2011 | Andrew Hart 530-283-7643 ajhart@fs.fed.us |
| | Description: This project is proposed to sell trees felled and left in place by CA Department of Water Resources near the Rattlesnake Hill snow sensor site. This project would also fell and remove roadside hazard trees on NFS road 26N38 leading to the site. | | | | |
| | Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34163 | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Sections 33, 35, and 35; T26N, R8E, Sections 2 and 11. Trees would be removed at the Rattlesnake Hill snow sensor site and along 4.6 miles of NFS road 26N38 from Seneca road up to the snow sensor site. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|---|---|--------------------|-------------------------|---|
| Plumas National Forest | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | | R5 - Pacific Southwest Region |
| Seneca Mining Access CE | - Minerals and Geology | In Progress: Scoping Start 11/15/2011 | Expected:05/2012 | 06/2012 | Leslie Edlund 530-283-7622 ledlund@fs.fed.us |
| | Description: The claimant is proposing to clear and repair mining access roads on the Glazier, Gold in Rivers, Dutch Hill, Hidden Gold and Marion Placer claims in preparation for core drilling or trenching operations or possible refurbishment of existing portals. | | | | |
| | Location: | UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 5, 8, 16, 17, and 20. Seneca, CA - various locations. | | | |
| Spanish Inquisition Mining Exploration CE | - Minerals and Geology | Completed | Actual: 01/25/2012 | 04/2012 | Leslie Edlund 530-283-7622 ledlund@fs.fed.us |
| | Description: Sampling of sub-surface material using a backhoe. Material would be processed with a highbanker. Water will be pumped from the creek or the existing pond for processing. | | | | |
| | Location: | UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 12 and 13. MDBM. Spanish Creek between Meadow Valley and Quincy, just below the Snake Lake bridge. | | | |
| Storrie-Rich Fire Area Invasive Plant Treatment Project EA | - Wildlife, Fish, Rare plants - Vegetation management (other than forest products) | Developing Proposal Est. Scoping Start 03/2012 | Expected:02/2013 | 05/2013 | Courtney Rowe 530-283-7612 cjrowe@fs.fed.us |
| | Description: Treat up to 200 acres annually of priority invasive plant infestations using a combination of manual, mechanical, cultural, and chemical methods on NFS lands in watersheds affected by the Storrie and Rich fires. | | | | |
| | Location: | UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R5E; T23N R6E; T24N R5E; T24N R5E; T24N R6E; T24N R7E; T25N R6E; T25N R7E; T25N R8E; T26N R6E; T26N R7E; T26N R8E. Watersheds affected by the Storrie and Rich fires; nearest town is Beiden. | | | |
| Twain Fuels Reduction and Forest Restoration Project CE | - Fuels management | In Progress: 215 Comment Period Legal Notice 03/12/2012 | Expected:05/2012 | 06/2012 | David Kinatader 530-283-7676 dkinatader@fs.fed.us |
| | Description: This project incorporates multiple objectives including reducing the risk of wildfire to homes and private property, protecting National Forest System facilities in the Hallstead Campground, restoring fire adapted ecosystems, and enhancing black oak. | | | | |
| | Location: | UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. Twain, California. | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|---|--|---|--------------------|-------------------------|--|
| Plumas National Forest | Mt. Hough Ranger District (excluding Projects occurring in more than one District) | | | | |
| Union Pacific Railroad, Canyon Subdivision, Culvert Replacement Project EA | - Land ownership management | Completed | Actual: 02/02/2012 | 04/2012 | Elaine Vercrussse 530-283-7651 evercrussse@fs.fed.us |
| | Description: Installing new culverts and construction of staging areas & access roads to facilitate the replacements. New culverts will be installed either in place of the existing culverts or above the existing structures (some existing culverts will be plugged) | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R4E, Sec 30, T22N, R4E, Sec 22; T24N, R6E, Sec 10; T25N, R6E, Sec 35; T25N, R9E, Sec 15 MDBM. Multiple Locations in Plumas and Butte Counties. | | | | |
| Whitlock Ravine Staging Area Development EA | - Recreation management | Developing Proposal Est. Scoping Start 03/2012 | Expected:08/2012 | 07/2013 | Judy Schaber 530-836-7126 jschaber@fs.fed.us |
| | Description: Create gravel parking and install barriers for an Off Highway Vehicle and Snowmobile Staging Area. | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Section 12. Whitlock Ravine off County Road 435. | | | | |
| Wildcat/Boulder Restoration Project EA | - Watershed management | Developing Proposal Est. Scoping Start 03/2012 | Expected:03/2013 | 04/2013 | Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us |
| | Description: Stabilize stream bed, improve aquatic species passage, and reduce sediment transport rates. | | | | |
| | Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=32416 | | | | |
| | Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R12E, Sections 2 and 15; T24N, R 13E, Section 31; T28N, R12E, Sections 21, 26, 27 and 36. Boulder Creek and Thompson Creek, north of Antelope Lake. | | | | |

| Project Name | Project Purpose | Planning Status | Decision | Expected Implementation | Project Contact |
|--------------|-----------------|-----------------|----------|-------------------------|-----------------|
|--------------|-----------------|-----------------|----------|-------------------------|-----------------|

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This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

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March 5, 2012

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI
 Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, April 15-21, 2012

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, April 15-21, a special event in your county.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, films, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). If possible, please send your proclamation to us in advance for display at Safety Seat Checkup Day on April 21.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, April 8-14, sponsored by the Peace Officers Association of Los Angeles County.
- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

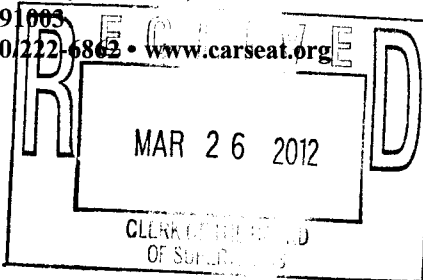
Safety Seat Checkup Day on Saturday, April 21, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles

On April 21, families will receive a detailed inspection of the installation and use of their safety seats by trained volunteers. Parents will be told if the safety seats have been recalled or need replacement parts and shown how to use them correctly. Error rates at previous events have been found to be more than 90%.

Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

4/2/12:CC Y-S Highway Patrol Office who advised Child Passenger Safety Week in Yuba Sutter is September 16-22, 2012/rf

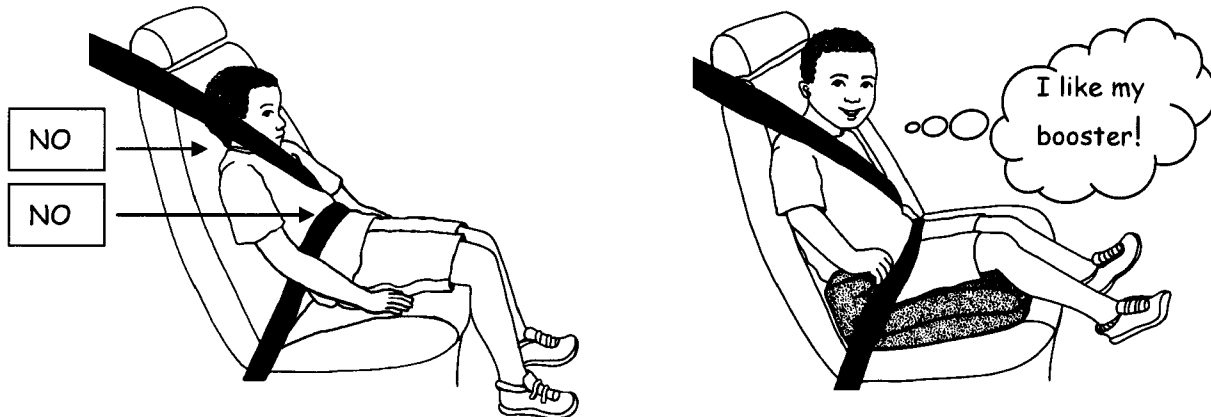
BOS CORRESPONDENCE D



NEW LAW PROTECTS CALIFORNIA KIDS!

Effective January 1, 2012

- Children under age 8 must be properly buckled into a car seat or booster in the back seat.
- Children age 8 or older may use the vehicle seat belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or car seat.
- Everyone in the car must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than \$475 and get a point on their driving records.



Most kids need to ride in a booster seat until age 10 to 12.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child's knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost car seats, call your local health department at _____
For other information: SafetyBeltSafe U.S.A. www.carseat.org 800-745-SAFE (English) 800-747-SANO (Spanish)
Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child's brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

(V.C. 27360) All children under age 8 must be properly buckled into a safety seat or booster in the back seat.

Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 4'9" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

(V.C. 27360.5) Children age 8 or over may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

Consequences for failing to properly buckle up any child under 16

- **The parent** gets the ticket if a child under 16 is not properly buckled up.
- **The driver** gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than \$475* per child; the fine for a second offense could be more than \$1000* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

Related Information

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer's instructions for the maximum weight (30-45 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test, available from SafetyBeltSafe U.S.A.
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

(V.C. 27315) Drivers and passengers 16 or older must be **properly buckled up** in vehicle safety belts.

The driver may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than \$140* per person.

Passengers also may be ticketed for not being properly buckled up.

(V.C. 23116) Pickup truck passengers also must be **properly buckled up**.

The driver may be ticketed for letting passengers ride in the back of a pickup truck.

Passengers also may be ticketed for not being properly buckled up.

The cost of a ticket could be more than \$200* for each unbuckled adult. No exemption for camper shells.

Other Laws to Protect Children

- **Children left in vehicle (V.C. 15620):** A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than \$475.*
- **Smoking in a vehicle [Health and Safety Code 118948(a)]** is prohibited if a child under 18 is present. The cost of a ticket could be more than \$475.*
- **Helmets (V.C. 21212, 21204, 27803):** Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

* Fine amounts shown include penalty assessments

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org (800) 745-SAFE

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Project Coordinator

PROCLAMATION

WHEREAS, the number one preventable cause of death and injury of children and young adults is the automobile collision; and

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and

WHEREAS, more than 90% of child safety seats are used incorrectly; and

WHEREAS, California's child safety seat usage rate reached a record high of 95% in 2010, up from 90.9% in 2009; and

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride;

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California; and

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 30 years to protecting children from injury or death while being transported in a motor vehicle:

NOW BE IT PROCLAIMED BY THE CITY OF _____
THAT APRIL 15 - 21, 2012, BE DECLARED SAFETY SEAT
CHECKUP WEEK.