

# BOARD OF SUPERVISORS

## AGENDA

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



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

**MAY 8, 2012**

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

**9:25 A.M. YUBA COUNTY HOUSING AUTHORITY**

**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 Abe

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

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

A. Administrative Services

1. Approve renewal of Off-Airport Operator agreement and Use Permit with Hust Brothers, Inc. and authorize the Chairman to execute same. (162-12)

B. Board of Supervisors

1. Receive and approve response to the 2011/2012 Grand Jury report titled "Concern for our Seniors." (171-12)
2. Receive and approve the response to the 2011/2012 Grand Jury report titled "Juvenile Hall Report." (172-12)

C. Clerk of the Board of Supervisors

1. Reappoint Morris Moody to the Keystone Cemetery District for a term ending May 8, 2015. (163-12)
2. Reappoint Gayle Diamond to the Yuba County Commission on Aging as an At-Large Representative for a term ending May 8, 2015. (164-12)
3. Appoint Michael Valdez to the Substance Abuse Advisory Board with term ending May 8, 2016. (165-12)

D. Clerk-Recorder/Elections

1. Approve purchase of electronic and miscellaneous hardware, software, and equipment from the Clerk Recorder Modernization Trust in an amount not to exceed \$25,000. (166-12)

E. Community Development and Services

1. Authorize Budget Transfers in the total amount \$167,850 allocating 2011 Community Service Block Grant funding to various line items. (167-12)
2. Adopt resolution approving application for the River Parkways grant program for improvement of day use area at Sycamore Ranch. (168-12)

F. Library

1. Authorize Budget Transfer in the total amount of \$25,000 from various accounts to Account No. 101-6000-462-28-00 (Special Department Expense) for technology improvements and Summer Reading Program. (169-12)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation to Fremont-Rideout Health Group honoring National Nurses' Week May 6 - 12, 2012. (Ten minute estimate) (170-12)

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. Board of Supervisors

1. Provide direction regarding tobacco retailer licensing ordinance. (Ten minute estimate) (173-12)

B. Community Development and Services

1. Approve formation of Yuba County Redevelopment Agency Oversight Board; appoint one Board member and County Administrator as representatives; direct solicitation for one public member; and direct Clerk to advise Office of Education, Yuba Community College District, and Olivehurst Public Utility District to make appointment and advise of same. (Ten minute estimate) (174-12)

VII. **ITEM OF PUBLIC INTEREST**

- A. Consider resolution regarding Natural Resources Preservation for the November 6, 2012 General Election, provide direction, and take action as appropriate. (Ten minute estimate) (175-12)

VIII. **CORRESPONDENCE** - (176-12)

- A. Letter of resignation from Dale Whitmore of the Yuba County Fish and Game Advisory Commission. (Copy provided to the Yuba County Fish and Game Advisory Commission/Vacancy notice posted)
- B. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relating to permits and inspection of facilities for restricted species. (Copy provided to the Yuba County Fish and Game Advisory Commission)

IX. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

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

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 050-140-056 (Bamford) Negotiating Parties: County of Yuba/Micheal Lee Negotiation: Terms of Payment
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 020-133-012 (Lanza)/Multi-Family Site Negotiating Parties: County of Yuba/Kevin Mallen Negotiation: Terms of Payment
- C. Pending litigation pursuant to Government Code §54956.9(a) - Hernandez vs. County of Yuba
- D. Potential litigation pursuant to Government Code §54956.9(b) - Four Cases

XI. **ADJOURN**

## COMMITTEE MEETINGS

### **11:30 A.M. Public Facilities Committee** - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider advertisement of Request for Proposals for lease of available airport property for a specialized aviation service operator - Administrative Services (Five minute estimate) (177-12)

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

- A. Consider amendment to Chapter 13.80 of the Ordinance Code regarding Deferral and Waiver of Certain Impact Fees - Community Development and Services (Ten minute estimate) (178-12)

### **05/11/12 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee**

#### **OPUD Board Room**

**1970 9th Avenue**

**Olivehurst, California 95961**

- A. Update on infrastructure planning in support of the Employment Village
- B. Report on the evaluation of capacity to serve commercial/industrial projects
- C. Schedule of projects entailing road improvements which will require OPUD accommodations
- D. Other Reports
- E. Adjourn

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

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

## **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**





Yuba County Housing Authority



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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**HOUSING AUTHORITY COMMISSION  
BOARD OF SUPERVISORS CHAMBERS  
915 8TH STREET, MARYSVILLE  
May 8, 2012 at 9:25 A.M.**

## AGENDA

### I. CALL TO ORDER

### II. ROLL CALL

Commissioner Abe  
Commissioner Griego  
Commissioner Nicoletti  
Commissioner Stocker  
Commissioner Vasquez

### III. CONSENT ITEMS

- A. Approve Minutes – April 17, 2012
- B. Approve 2010-2011 Audit for the Yuba County Housing Authority
- C. Approve 2012-2013 Budget
- D. Approve Annual Civil Rights Certification

### IV. ADJOURNMENT

**MINUTES**  
**YUBA COUNTY HOUSING AUTHORITY COMMISSION**  
**April 17, 2012**

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Vasquez at 9:20 a.m. in the Yuba County Board of Supervisors Chambers, Yuba County Government Center, Marysville, California with a quorum being present as follows: Commissioners Abe, Griego, Nicoletti, Stocker and Vasquez.

**CONSENT ITEMS**

Commissioner Nicoletti made a motion to approve the consent agenda which included the minutes of August 23, 2011 and approve the submission of the HCV Family Self Sufficiency Coordinator Grant Application. Commissioner Abe seconded and the motion carried unanimously.

**NEW BUSINESS**

Election of Officers: Commissioner Nicoletti made a motion to elect Commissioner Abe as Chair for the 2012 Housing Authority Commission Officers. Commissioner Griego seconded and the motion carried unanimously.

Commissioner Abe made a motion to elect Commissioner Nicoletti as Vice-Chair for the 2012 Housing Authority Commission Officers. Commissioner Stocker seconded and the motion carried unanimously.

**ADJOURNMENT**

There being no further business, Commissioner Vasquez adjourned the meeting at 9:22 a.m.

\_\_\_\_\_, Commissioner Abe, Chair

\_\_\_\_\_, (Director/Secretary)

# The County of Yuba

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May 8, 2011

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director *W. Hartman*  
Debra J. Phillips, Housing Authority Executive Director *Debbie*

**RECEIVED BY EACH  
BOARD MEMBER**

SUBJECT: **Approve 2010-2011 Audit for the Yuba County Housing Authority**

### Recommendation:

It is recommended that the Yuba County Housing Authority Board of Commissioners approve the 2010-2011 Audit for the Yuba County Housing Authority

### Background:

HUD imposes regulations to each Housing Authority regarding its timely submittal of an annual audit. The Yuba County Housing Authority is required to submit an audit annually, both electronically and a hard copy is to be mailed to HUD by March 31<sup>st</sup>.

### Discussion:

The Housing Authority has acquired the services of a CPA firm to assist with the Housing Authority's annual financial closeout in preparation for the annual audit. The 2010-2011 Single Audit was completed and submitted to HUD per HUD's guidelines by March 31<sup>st</sup> and there were no audit findings.

### Fiscal Impact:

There is no impact to the General Fund.



Community Services Commission



Housing Authority



GALLINA<sup>LLP</sup>

CERTIFIED PUBLIC ACCOUNTANTS

March 5, 2012

To the Board of Commissioners of the  
Yuba County Housing Authority  
Marysville, California

We have audited the financial statements of the Yuba County Housing Authority, a component unit of the County of Yuba, California (Authority), as of and for the year ended June 30, 2011, and have issued our report thereon dated March 5, 2012. Professional standards require that we advise you of the following matters relating to our audit.

**The Auditor's Responsibility under U.S. Generally Accepted Auditing Standards and OMB Circular A-133**

As communicated in our engagement letter dated August 30, 2011, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements compiled by us and reviewed by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America and *Government Auditing Standards*. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatements. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority's solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance

with those provisions was not an objective of our audit. Also, in accordance with OMB Circular A-133, we examined, on a test basis, evidence about the Authority's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the County's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the Authority's compliance with those requirements.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing previously communicated by us to the Authority in our engagement letter dated August 30, 2011.

### **Qualitative Aspects of Accounting Practices**

#### *Significant Accounting Policies*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. As described in Note 1G to the financial statements, the Authority changed accounting policies related to fund balance reporting by adopting Statement of Governmental Accounting Standards No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, in 2011. No other matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

There were no accounting estimates significant to the financial statements.

### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no such misstatements during our audit.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### **Management Representations**

We have requested certain representations from management that are included in the management representation letters dated March 5, 2012.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### **Other Significant Findings or Issues**

In the normal course of our professional association with the Authoritys, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the Authoritys, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authoritys' auditors.

This report is intended solely for the information and use of the members of the board and management and is not intended to be and should not be used by anyone other than these specified parties.



Roseville, California  
March 5, 2012



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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May 8, 2012

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director *W Hartman*  
Debra J. Phillips, Housing Authority Executive Director *Debbi*

SUBJECT: **Approve FY 2012-2013 Housing Assistance Payments Budget for the Yuba County Housing Authority**

### **Recommendation:**

It is recommended that the Yuba County Housing Authority (YCHA) Board of Commissioners approve the FY 2012-2013 Housing Assistance Payments Budget for the Yuba County Housing Authority

### **Background:**

Per the Housing Authority's Management Report for the year ended June 30, 2010, the Housing Authority prepares and presents an annual budget to the Board of Supervisors, as required. However, only the administrative costs and salaries and benefits are included. The U. S. Department of Housing and Urban Development provides a budget and oversight of the various programs the Authority administers, but there is no oversight provided internally by the Authority's Board.

### **Discussion:**

Each year, after the federal budget is approved, HUD provides an Annual Contributions Contract to the Housing Authority disclosing its budget. The HUD Annual Contributions Contract for the Housing Choice Voucher Housing Assistance Payments (HAP) for CY 2012 is \$1,914,184. The projected HAP for CY 2013 is \$1,914,184. As a result, the YCHA is able to increase assistance to low-income residents of Yuba County.

### **Fiscal Impact:**

There is no impact to the General Fund.



Community Services Commission



Housing Authority

**PHA Board Resolution**  
Approving Operating Budget

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp. 12/31/2012)

**Public reporting burden** for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: YUBA COUNTY HOUSING AUTHORITY PHA Code: CA107

PHA Fiscal Year Beginning: JULY 1, 2012 Board Resolution Number: 2012-1

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: May 8, 2012
- ☐ Operating Budget submitted to HUD, if applicable, on: \_\_\_\_\_
- ☐ Operating Budget revision approved by Board resolution on: \_\_\_\_\_
- ☐ Operating Budget revision submitted to HUD, if applicable, on: \_\_\_\_\_

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
ROGER ABE		

**Calculation of Calendar Year 2012 Renewal Funding  
Housing Choice Voucher Program**

1	HA Number:	CA107
2	HA Name:	YUBA COUNTY HOUSING AUTHORITY

3	Total CY 2011 HAP Expenses per VMS	\$1,893,469
4	Total Unit Months Leased per VMS - CY 2011	5,286
5	Total Unit Months Available - CY 2011	5,388
6	PHA's Capping Percentage	100.00%
7	Total Capped HAP Expenses	\$1,893,469
8	Renewal Funding Inflation Factor	1.015
9	Inflated Eligibility Sub-Total	\$1,921,871
10	Additional Inflation for First Time Renewals	\$0
11	Adjustment for Transfers In or Out	\$0
12	Total CY 2012 Eligibility	\$1,921,871
13	Pro-Ration Factor	0.9960
14	Total Pro-Rated CY 2012 Eligibility	\$1,914,184

15	Net Restricted Assets Balance, 12/31/2011	\$36,599
16	NRA Not Subject to Offset	
	a. Unleased 2008-2010 VASH Vouchers	\$0
	b. Unleased 2008-2009 FUP Vouchers	\$0
	c. CY 2011 Set-Aside Funding	\$46,774
	d. CY 2011 Budget Authority for New Increments	\$0
	e. VASH NRA Applied to CY 2011 Set-Aside	\$0
	f. Retention for Potential Increased Costs	\$134,147
17	Total NRA Not Subject to Offset	\$180,921
18	NRA Balance Available for Offset	\$0

19	CY 2012 Renewal Funding After Offset	\$1,914,184
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20	Renewal Funding Obligations, January through March 2012	\$481,140
21	Remaining to Obligate	\$1,433,044
22	Additional Obligation Due Through March	\$0
23	Excess Obligations Through March	\$2,594
24	Monthly Obligations, April through September, 2012	\$159,227
25	Monthly Obligations, October through December, 2012	\$159,227

26	Comments	
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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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May 8, 2012

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, CDSA Planning Director  
Debra J. Phillips, Housing Authority Executive Director

*Wendy Hartman*  
*Debbie*

SUBJECT: **Approve Annual Civil Rights Certification for 2012-2013**

### Recommendation:

It is recommended that the Yuba County Housing Authority Board of Commissioners approve the Annual Civil Rights Certification for 2012-2013.

### Background:

HUD imposes regulations to each Housing Authority regarding its timely review of its policies and procedures. Once a five-year plan is adopted, it must be reviewed and revised on an annual basis. However, qualified public housing agencies are exempt from this requirement. A qualified public housing agency is defined as a public housing agency meeting the following requirements: (1) the sum of public housing dwelling units administered by the agency and the number of vouchers is 550 or fewer and (2) the agency is not designated as a troubled PHA and does not have a failing score under the Section 8 Management Assessment Program (SEMAP) during the prior 12 months. In lieu of submitting an annual plan, the public housing agency must make the following civil rights certification:

*The PHA will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.*

### Discussion:

The Five –Year PHA Plan for fiscal years 2009-2014 and the Annual PHA Plan for fiscal years 2010-2011 was approved by the Board of Supervisors on May 6, 2010. The Yuba County Housing Authority meets the criteria for a qualified public housing agency. The Annual Civil Rights Certification has been reviewed and the PHA is prepared to carry out the requirements of the document per HUD regulations.

### Fiscal Impact:

There is no impact to the General Fund.



Community Services Commission



Housing Authority

## Civil Rights Certification

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 08/30/2011

### Civil Rights Certification

#### Annual Certification and Board Resolution

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

YUBA COUNTY HOUSING AUTHORITY  
PHA Name

CA107  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official		Title	
ROGER ABE		CHAIR, HOUSING AUTHORITY COMMISSION	
Signature		Date	

form HUD-50077-CR (1/2009)

OMB Approval No. 2577-0226



*CONSENT  
AGENDA*

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# The County of Yuba

## Department of Administrative Services

Doug McCoy, Director



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

May 8, 2012

162-12

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 HUST BROTHERS, INC.

### Recommendation:

It is recommended that the Board approve the attached "Off-Airport Operator Agreement and Use Permit" between the County of Yuba and Hust Brothers, Inc., 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 Hust Brothers, to access the Yuba County Airport from privately-owned property. The Hust Brothers facility is located in the corporate aircraft hangar area parallel to Sky Harbor Drive.

### Discussion:

The subject agreement is a renewal of the existing use permit that the business has been operating under for the past 15 years. This is a non-commercial permit, which means that the permit only allows for the storage of aircraft in the aircraft hangar facility with no commercial activity. The use permit fee is paid by all airport operators and private owners, both on the field and off the field to allow for use of airport facilities.

### Committee Action:

This item was not considered by the Public Facilities Committee as it is a standard off-airport use permit that has been before the board a number of times and considered routine.

### Fiscal Impact:

The general fund is not affected by approval of this agreement. The permit fee is currently \$125 per month. The fee is adjusted annually on July 1. This agreement will generate \$1,500 annually in continued airport revenue.

Attachment

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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 **HUST BROTHERS, INC.**, located at 1439 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**, HUST BROTHERS, INC., 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 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Permittee is authorized to conduct general aviation operations in accordance with current regulations 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 general aviation 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. There shall be no commercial operations conducted in the facility without a Commercial Operator's Permit.

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 flight 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 non-commercial use permit fee as set by the Yuba County Board of Supervisors. The current rate is Sixty-five Dollars (\$65.00) 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

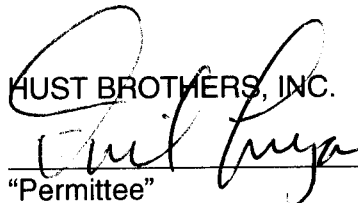
To Permittee at:

HUST BROTHERS  
1439 Sky Harbor Drive  
Olivehurst, CA 95961

Copy to:

Yuba County  
County Counsel  
119 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901


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

HUST BROTHERS, INC.  
 V.P. 2-12-12  
"Permittee"


COUNTY OF YUBA

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

  
MARTHA K. WILSON  
RISK MANAGER

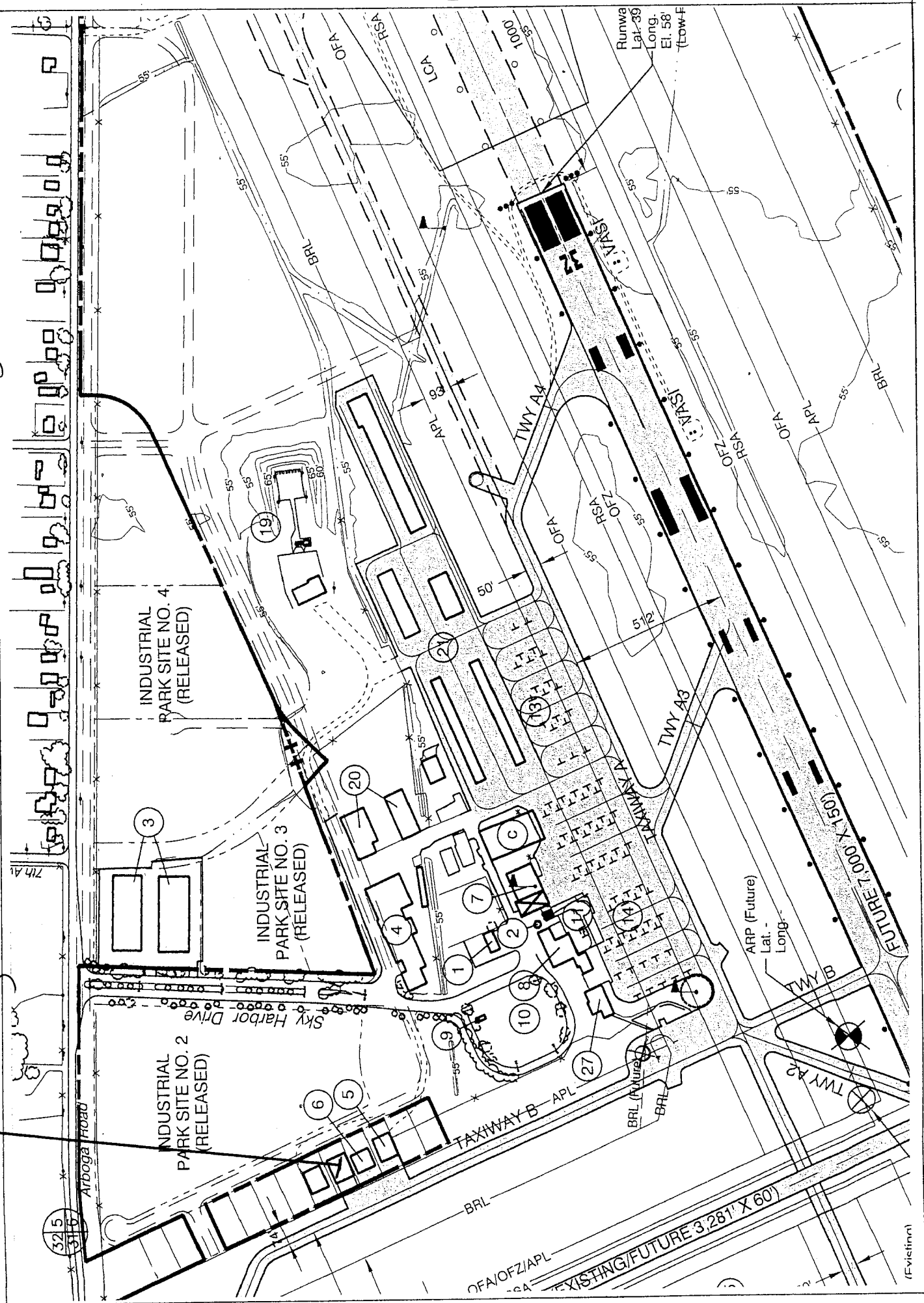
APPROVED AS TO FORM:

  
Angil Morris-Jones, County Counsel



# EXHIBIT A

Property location - Hust Brothers 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

## OFFICE OF THE COUNTY ADMINISTRATOR

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



171-12

**ROBERT BENDORF**  
COUNTY ADMINISTRATOR

**JOHN FLEMING**  
ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

**GRACE M. MULL**  
MANAGEMENT ANALYST

**TEENA CARLQUIST**  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

**TO:** Yuba County Board of Supervisors *RB/te*  
**FROM:** Robert Bendorf, County Administrator  
**RE:** Yuba County Board of Supervisors Response – 2011-2012 Grand Jury Report  
“Concern for Our Seniors”  
**DATE:** May 8, 2012

### RECOMMENDATION

It is recommended that the Board of Supervisors receive and approve the response to the 2011-2012 Grand Jury report, titled “Concern for Our Seniors.”

### BACKGROUND

Each year the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session the Grand Jury issues a comprehensive report, or completes and submits individual reports throughout the year to respective agencies.

### DISCUSSION

The 2011-2012 Grand Jury completed an investigation titled, “Concern for Our Seniors.” The Grand Jury requested a response from the Yuba County Board of Supervisors. Attached is a draft response to the recommendation stated in the report.

### COMMITTEE ACTION

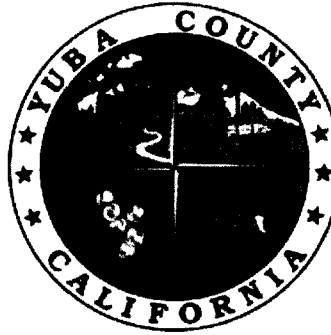
This item is presented to the full Board of Supervisors.

### FISCAL IMPACT

None

# *The County of Yuba*

## OFFICE OF THE BOARD OF SUPERVISORS



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

May 8, 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 – Concern for Our Seniors. 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 Board of Supervisors, as county leaders, should recognize the "Caring Calls" service and should develop a public awareness campaign using all available media to ensure the widest possible dissemination about this free service.***

The recommendation has been implemented. The County Administrator has discussed this program with Sutter County representatives who allocate funding for this program through the Bi-County Mental Health Agency and encouraged dissemination through Yuba County venues such as the Yuba County Senior Center, Yuba County Public Guardian Office, and incorporated cities.

The Caring Calls program began in 2001-2002, and is funded through mental health realignment dollars, whereas it was initially funded through a grant. An extra-hire employee through Sutter-Yuba Mental Health administers the program with the assistance of volunteers. Calls to elderly who have asked for the services are made 365 days a year to both Sutter and Yuba County residents.

### **SUPERVISORS**

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



As the Grand Jury is aware, through its contacts made with Yuba County Adult Protective Services representatives, referrals have been made on many occasions to the Caring Calls program based on a needs assessment. The Health and Human Services Director through the Program Manager of the Adult Services Division has informed staff to communicate to all In-Home Supportive Services and our Multipurpose Senior Services Program clients, to provide literature about the Caring Calls program. In addition, our front-line social workers are aware of the Caring Calls service and often refer clients to the program.

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

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**SUPERVISORS**

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



## Yuba County Grand Jury 2011-2012

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### Concern for Our Seniors



*"What's this?"*

*Similar to an old-fashioned bar code, a QR (which stands for "quick response") code is a black and white graphic box holding valuable information. Download any QR Reader for your smart phone and scan the above symbol to take you to the complete electronic version of this report. QR Reader programs are available for no charge and make information easily available to access and read. These codes will be found throughout the Grand Jury reports to take you to the full electronic version of the report, the Yuba County Grand Jury home page, or other valuable information.*

Yuba County Grand Jury 215 5<sup>th</sup> Street, Suite 200 Marysville, CA 95901 (530) 749-7341  
yubagrandjury@yubacourts.org

## **Concern for Our Seniors**

### **SUMMARY**

“Does Yuba County provide a free service to call seniors on a daily basis?”

Through research, the Grand Jury members discovered a free service called “Caring Calls.” This is a daily telephone contact program available to all residents in the greater Yuba County area. This service is funded under the Sutter-Yuba Mental Health Services, Prevention Services, a joint program between Yuba and Sutter counties. To enroll, call 530-674-5253 to place a name on the Caring Calls list.

### **BACKGROUND**

A concern was brought to the Grand Jury that seniors in their homes may benefit from a free service which would check on their welfare on a regular basis. Many seniors in the greater Yuba County area live alone. There is often no one responsible for checking on their welfare on a regular basis.

### **APPROACH**

Members of the Grand Jury interviewed seniors and asked them if they were aware of any Yuba County programs which provide a free daily phone call to seniors. Additionally, several agencies in the greater Yuba County area were contacted to determine if they provide or are aware of this type of service.

### **DISCUSSION**

Members of the Grand Jury started with the basic question, “Does Yuba County provide a free service to call seniors on a daily basis?”

Members of the Grand Jury conducted phone interviews with seniors who live alone at home. They all gave similar answers, i.e., they were unaware of an agency that provides free calls to seniors on a daily basis.

In an interview with the Chief Administrative Officer of Yuba County, he stated he knew of no such agency in the county that provides free calls to seniors on a daily basis. However, he did provide contact information for people and agencies who may know.

Members of the Grand Jury then interviewed the Director of Yuba County Health and Human Services and the Program Director of Adult Protective Services. The HHS director stated that

county services, such as phone calls to seniors, are provided on a “need” basis to residents who qualify for certain programs. The HHS director also said Yuba County Health and Human Services does not provide free calls on a daily basis to seniors, nor was staff aware of any other agency that did.

The Prevention Services Coordinator for Sutter-Yuba Mental Health Services was interviewed. He was also unaware of any program or service that provides free calls to seniors on a daily basis.

Research discovered a listing in the Yuba City Parks and Recreation Activity Guide for “Caring Calls,” which reads:

“What a terrific way to get your day started! A Caring Calls volunteer will enrich your life by calling you daily ‘just to check in.’ It’s amazing how just a few minutes of chattering can make your day that much brighter! Please call 674-5253 to enroll in this program.”

This free service is available to anyone living in the greater Yuba County area that enrolls. Seniors may enroll themselves or be referred by others. Members of the Grand Jury also learned that this service is available to younger persons, based on their physical or mental health concerns.

Interviews revealed there is little awareness of the existence of this program, which is funded under the Sutter-Yuba Mental Health Services, Prevention Services.

## **FINDINGS**

- F1. A service that provides free calls to seniors on a daily basis in the greater Yuba County area does exist, which is called “Caring Calls.”
- F2. The CAO of Yuba County was not aware of the service providing free calls to seniors on a daily basis.
- F3. The Director of Yuba County Health and Human Services was not aware of the free service providing calls to seniors on a daily basis.
- F4. The Prevention Services Coordinator for Sutter-Yuba Mental Health Services was not aware of the free service providing calls to seniors on a daily basis.

## RECOMMENDATIONS

- R1. The Yuba County Board of Supervisors, as county leaders, should recognize the “Caring Calls” service and should develop a public awareness campaign using all available media to ensure the widest possible dissemination about this free service.

## REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses as follows:

From the following governing bodies:

- Yuba County Board of Supervisors R1

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

## BIBLIOGRAPHY

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

- Yuba City Parks & Recreation – Activity Guide, Fall 2011, P.13

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# The County of Yuba

## OFFICE OF THE COUNTY ADMINISTRATOR

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



172-12

**ROBERT BENDORF**  
COUNTY ADMINISTRATOR

**JOHN FLEMING**  
ECONOMIC DEVELOPMENT COORDINATOR

**RUSS BROWN**  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

**GRACE M. MULL**  
MANAGEMENT ANALYST

**TEENA CARLQUIST**  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB/Hc*  
**RE:** Yuba County Board of Supervisors Response – 2011-2012 Grand Jury Report  
“Juvenile Hall Report”  
**DATE:** May 8, 2012

### RECOMMENDATION

It is recommended that the Board of Supervisors receive and approve the response to the 2011-2012 Grand Jury report, titled “Juvenile Hall Report.”

### BACKGROUND

Each year the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session the Grand Jury issues a comprehensive report, or completes and submits individual reports throughout the year to respective agencies.

### DISCUSSION

The 2011-2012 Grand Jury completed an investigation titled, “Juvenile Hall Report.” The Grand Jury requested a response from the Yuba County Board of Supervisors. Attached is a draft response to the recommendation stated in the report.

### COMMITTEE ACTION

This item is presented to the full Board of Supervisors.

### FISCAL IMPACT

None

# *The County of Yuba*

OFFICE OF THE BOARD OF SUPERVISORS



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

May 8, 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 findings and recommendations contained in the 2011-12 Grand Jury Final Report – "Juvenile Hall Report." 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).

## **FINDINGS**

***F3. The surveillance system inside the Yuba-Sutter Juvenile Hall needs to be upgraded.***

The Board of Supervisors agrees with this finding.

***F4. Exposed and damaged insulation within Camp Singer's indoor recreation area is a safety and energy concern.***

The Board of Supervisors agrees with this finding in part.

We concur with the opinion offered by the Chief Probation Officer in his response to the Grand Jury, that the indoor recreation area is not supported by climate control equipment that would create energy waste.

## **SUPERVISORS**

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



## **RECOMMENDATIONS**

- R1. Evaluate cost requirements needed to upgrade video surveillance equipment to ensure the continued safety and security in all areas of the Yuba-Sutter Juvenile Hall.***

The recommendation requires further analysis. The Chief Probation Officer is coordinating plans to determine the system requirements for enhanced video surveillance equipment. The estimated completion date should occur within the next several months.

- R2. Secure funding for replacement and upgrade of the video surveillance system in all areas of the Yuba-Sutter Juvenile Hall.***

The recommendation requires further analysis. The Chief Probation Officer is coordinating plans to determine the system requirements for enhanced video surveillance equipment. Costs will not be known until system requirements are determined, which should occur over the next several months.

- R3. Investigate the cost of energy loss caused by the missing/damaged insulation in Camp Singer's indoor recreation area.***

The recommendation is not warranted as the indoor recreation area does not have climate control equipment.

- R4. Secure funding for the repair or replacement of the insulation in Camp Singer's indoor recreation area.***

The recommendation has not yet been implemented, but will be implemented in the future. The Probation Department has secured partial funding available through State of California resources. Additional funding requirements will be discussed with Yuba and Sutter County representatives over the next few months to contribute adequate funding. Other funding opportunities will also be explored.

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**



## Yuba County Grand Jury 2011-2012

---

### Juvenile Hall Report



*"What's this?"*

*Similar to an old-fashioned bar code, a QR (which stands for "quick response") code is a black and white graphic box holding valuable information. Download any QR Reader for your smart phone and scan the above symbol to take you to the complete electronic version of this report. QR Reader programs are available for no charge and make information easily available to access and read. These codes will be found throughout the Grand Jury reports to take you to the full electronic version of the report, the Yuba County Grand Jury home page, or other valuable information.*

Yuba County Grand Jury 215 5<sup>th</sup> Street, Suite 200 Marysville, CA 95901 (530) 749-7341  
yubagrandjury@yubacourts.org

---

## JUVENILE HALL REPORT

### SUMMARY

There are three juvenile detention facilities in Marysville, which are managed by the Yuba County Probation Department. These facilities are the Yuba-Sutter Juvenile Hall, the Maxine Singer Youth Guidance Center and the Yuba-Sutter Juvenile Hall Secure Housing Unit. These facilities are used to house troubled youths under the age of 18 from Yuba and Sutter Counties, as well as from six other northern California counties. Members of the Grand Jury found these facilities to be generally well maintained and provide many supportive programs. It was found, however, the video surveillance system in Juvenile Hall continues to be inadequate, as noted in previous Grand Jury reports. Also, there is damaged insulation within the indoor recreation area of the Maxine Singer Youth Guidance Center. Two thirds of the funding for the facilities is provided by Yuba and Sutter Counties and the remainder is provided from negotiated contracts with other counties.

### GLOSSARY

Juvenile Hall	Yuba-Sutter Juvenile Hall
SHU	Yuba-Sutter Juvenile Hall Secure Housing Unit
Camp Singer	Maxine Singer Youth Guidance Center

### BACKGROUND

Under a joint agreement between Yuba and Sutter counties, the Yuba-Sutter Juvenile Hall and the Camp Singer were established in 1976 and 1996 respectively. The Yuba County Probation Department is the responsible administrative agency.

California Penal Code section §919(b) mandates that the Grand Jury annually inspect all prisons and jails located within the county which it serves. Due to the bi-county arrangement, the facilities are inspected by both Yuba and Sutter County Grand Juries. The State of California Department of Corrections and Rehabilitation also inspects these facilities.

### APPROACH

Members of the Grand Jury met with senior staff and toured Juvenile Hall, the SHU and Camp Singer on three separate occasions. During one of the tours, lunch was shared in the dining room with wards and staff.

## **DISCUSSION**

There are three juvenile detention facilities located in Marysville: Juvenile Hall, the SHU, and Camp Singer.

Members of the Grand Jury were given tours of the three facilities. The tours included the intake and visiting areas, the general housing units, SHU, kitchen, dining hall, indoor and outdoor recreational areas, Camp Singer and classrooms.

Juvenile Hall is a 45-bed detention facility for less-violent offenders under the age of 18. This facility consists of three wings: a common area, visiting room and classrooms, plus an outdoor recreation area. The juveniles are housed according to gender and only intermingle during school hours and meal times. Juveniles held in this facility are awaiting court proceeding. The average stay in Juvenile Hall is three weeks to three months. Visitation is limited to two hours per week in order to minimize the possibility of negative outside influences.

Juvenile Hall includes a separate 15-bed Secure Housing Unit (SHU) for the segregation of more serious and violent offenders. The SHU is a single building with its own enclosed outdoor recreation area, classroom, shower and bathrooms. The SHU was not in use at the time of the Grand Jury's tours.

Camp Singer is a minimum security facility with a maximum capacity of 48 male and 12 female offenders. The juveniles housed here are selected by their case judge for rehabilitation, rather than just incarceration. The main objectives of Camp Singer are community protection and the redirection of negative or delinquent behavior. In Camp Singer, the juveniles are segregated by gender, but unlike Juvenile Hall, there are no cells. Juveniles are housed in a dormitory-style setting, with individual sleeping cubicles. Camp Singer includes its own classrooms and indoor/outdoor recreational areas. The kitchen, shared between Camp Singer and Juvenile Hall, provides three hot meals each day for both wards and staff.

Both Juvenile Hall and Camp Singer run on a points system. Points are awarded by staff and teachers. As the minors earn more points, they attain a higher status (C, B, A, Super A). With the higher status come rewards, which can include; later bedtime, different recreational activities and special visits with immediate family, who may bring outside food.

Within two days of arrival, each juvenile is given a complete medical and physical examination. The average detention time for a juvenile at Camp Singer is 7-12 months. A tattoo removal program, funded by public and private donations, is available. There are higher expectations of conduct at Camp Singer than at Juvenile Hall or the SHU.

The philosophy of Camp Singer is to develop a sense of achievement and personal responsibility, in both the juveniles and their family units. The goal of the program is to teach survival skills to assist them in overcoming negative outside influences after they leave.

Within Camp Singer, there are vocational certificates offered. The certificates may include: Basic Tool Knowledge, General Framing, Basic Drywall and Basic Electrical. A certificate can also be obtained for the successful completion of a Drug and Alcohol counseling program. Currently, Camp Singer is attempting to secure the funding for a Safe-Cert certificate program. This certificate is a California state-mandated requirement for all food service workers. These certificates allow Camp Singer juveniles to be competitive in the job market.

Throughout the three facilities, there is an emphasis on education, with classes taught by teachers provided by the Yuba County Office of Education. There are also athletic programs, and opportunities for public speaking, academic achievement and community involvement. The juveniles are responsible for the daily upkeep of their individual sleeping areas.

Members of the Grand Jury observed that these facilities appear to be well positioned to lease bed space to other counties.

The population within these facilities varies from day to day. On the day of the Grand Jury's final tour, the population of Juvenile Hall was 22, and the population of Camp Singer was 21. On that day, the majority of the population in both facilities originated from Yuba and Sutter counties. Camp Singer has recently finalized a housing contract with Tehama County to bring the total number of out-of-county contracts to six. The following table represents a county-by-county breakdown of the population at the time of the tour.

Yuba County	12
Sutter County	8
Colusa County	2

Yuba County	8
Sutter County	5
Colusa County	2
Amador County	0
Calaveras County	2
Placer County	2
Tehama County	0
Tuolumne County	2

These contracts are a positive revenue stream for the facilities. Currently the facilities receive approximately one-third of their income from Yuba County, one-third from Sutter County and one-third from outside contracts.

Members of the Grand Jury noted that there was damage to the exposed insulation within the indoor recreation area of the Camp Singer building. This building also houses classrooms, laundry facilities, as well as woodworking and construction classes.

Members of the Grand Jury were told by Juvenile Hall's interim superintendent that the surveillance system was "inadequate". The current system has no recording capability, and there is a need for additional cameras to cover several high security/high liability areas of the property. These deficiencies have been noted in previous Grand Jury reports.

### **FINDINGS**

- F1. Generally, the Yuba-Sutter Juvenile Hall facilities appear to be well maintained.
- F2. The Yuba-Sutter Juvenile Hall facilities appear to provide supportive programs for troubled youth.
- F3. The surveillance system inside the Yuba-Sutter Juvenile Hall needs to be upgraded.
- F4. Exposed and damaged insulation within Camp Singer's indoor recreation area is a safety and energy concern.

### **RECOMMENDATIONS**

- R1. Evaluate cost requirements needed to upgrade video surveillance equipment to ensure the continued safety and security in all areas of the Yuba-Sutter Juvenile Hall.
- R2. Secure funding for replacement and upgrade of the video surveillance system in all areas of the Yuba-Sutter Juvenile Hall.
- R3. Investigate the cost of energy loss caused by the missing/damaged insulation in Camp Singer's indoor recreation area.
- R4. Secure funding for the repair or replacement of the insulation in Camp Singer's indoor recreation area.

## REQUEST FOR RESPONSES

Pursuant to Penal code section 933.05, the grand jury requests responses as follows:

From the following individuals:

- Yuba-Sutter Juvenile Hall and Camp Singer Superintendent: F3-F4, R1-R4
- Yuba-Sutter Juvenile Hall and Camp Singer Chief Probation Officer: F3-F4, R1-R4

From the following governing bodies:

- Yuba County Board of Supervisors: F3-F4, R1-R4

The governing bodies indicated above should be aware that the comment or response of the governing body must be conducted subject to the notice, agenda and open meeting requirements of the Brown Act.

## BIBLIOGRAPHY

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.
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# The County of Yuba

163-12

## Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

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

Subject: Keystone Cemetery District – Director

Date: May 8, 2012

### Recommendation

Reappoint Mr. Morris Moody to the Keystone Cemetery District for a term to expire May 8, 2015.

### Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Moody's term. Mr. Moody has been serving on the Board since February 6, 2007 and wishes to continue in this capacity.

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

### Fiscal Impact

None for appointment.

### Committee Action

None required.

/rf

attachment

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** Yuba County Commission on Aging  
**Date:** May 8, 2012

## **Recommendation**

Reappoint Gayle Diemond to the Yuba County Commission on Aging as an At-Large Representative with a term ending May 8, 2015.

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Ms. Dimonds term. Ms. Diemond has been serving on the commission since December 2010 and wishes to continue in this capacity.

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

## **Fiscal Impact**

None

## **Committee Action**

None required.

Attachments

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** Substance Abuse Advisory Board  
**Date:** May 8, 2012

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the "From:" line.

## **Recommendation**

Appoint Michael Valdez to the Substance Abuse Advisory Board for a four year term to end May 8, 2016.

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy and one application from Mr. Valdez has been received and is attached along with a recommendation from the Advisory Board.

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

## **Fiscal Impact**

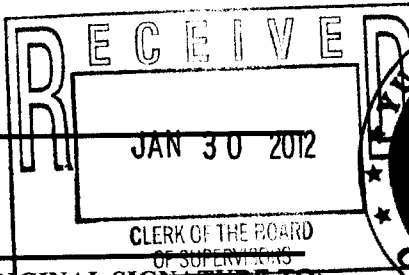
None due to appointment.

## **Committee Action**

Brought directly to the Board for consideration.

# 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

## BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

S-Y Mental Health Dept.

APPLICANT NAME:

Michael M. Valdez

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

cell  
HOME:

ORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

SUPERVISOR/ DISTRICT  
NUMBER:

Recently Certified for substance abuse counseling &  
former Educator for Nor-Cal Hep Network in the recovery field  
for jails, institutes. Hep C support group

REASONS YOU WISH TO

SERVE ON THIS BODY:

(Former) I wish to make a better difference, to better  
our community & learn skills to help other peoples lives.

QUALIFICATIONS:

I am empathetic, exp. within the recovery community,  
open to learn quickly, familiar with our cit, count, state laws. Lived in  
Yuba Co. On & off for 53 yrs. Member of the Hub ALANO & AA club member

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Hep C educator for Norcal-Hep C. Network  
for 5 yrs. a Non profit Organization.

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.

Michael M. Valdez  
SIGNATURE

1-30-12  
DATE

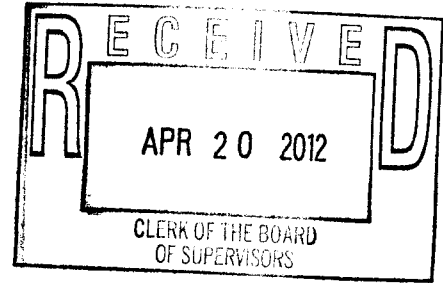
### THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

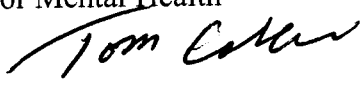
☐ OTHER: \_\_\_\_\_

**SUTTER-YUBA**  
**SUBSTANCE ABUSE ADVISORY BOARD**  
**1965 Live Oak Blvd.**  
**Yuba City, CA 95991**  
**(530) 822-7200**



DATE: April 17, 2012

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D.  
Assistant Director of Human Services for Mental Health  
Thomas D. Collins, Chair  
Substance Abuse Advisory Board 

SUBJECT: Recommended Appointment of Mike Valdez to the Substance Abuse  
Advisory Board (SAAB)

On behalf of the Substance Abuse Advisory Board, we wish to recommend the appointment of Mike Valdez to fill a vacant seat on the Substance Abuse Advisory Board representing Yuba County. Please reference his application attached.

Please advise this office (through Deidre Schultz – [dschultz@co.sutter.ca.us](mailto:dschultz@co.sutter.ca.us)) when this recommendation comes before the Board of Supervisors for action. Thank you for your favorable consideration of our request.

BL:TC/nf

Attachment

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# The County of Yuba

## CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107  
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder(530) 749-7850
- Fax: (530) 749-7854



166-12

Ms. Terry A. Hansen

To: Board of Supervisors

From: Terry Hansen, Clerk/Recorder – Registrar of Voters

Subject: **Hardware Purchase – Modernization Trust Fund**

Date: May 8, 2012

A handwritten signature in cursive script, reading "Terry A. Hansen".

### ***Recommendation***

Approve purchase of electronic and miscellaneous hardware/software and equipment from the Clerk Recorder Modernization Trust in an amount not to exceed \$25,000.00

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

The Clerk/Recorder does not use the County's Computer Replacement Fund for the purchase of replacement computers and ancillary equipment, but has historically used the department's specific funding resources as provided by State legislation. Government Code Sections 27361 and 27361.3 specifically provide a funding source "*solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.*"

The Information Technology department recently completed a review of all the electronic and ancillary equipment in the Clerk Recorder's office and identified those units that have reached the end of their useful life and provided a recommendation for replacement equipment as follows:

- Nine (9) Employee Dell OptiPlex 790 DT Professional computers without monitors
- Four (4) Public Dell OptiPlex 790 USFF computers without monitors
- Two (2) Fujitsu fi-6770 Duplex Document scanners
- Six (6) Barcode scanners
- Ancillary equipment and licensing
  - Postage and Label Printers
  - High Capacity Electric Staplers
  - Software Licensing

Any obsolete equipment determined to still have some use will be used to support other activities within the Clerk's office not covered by the Modernization Trust.

### ***Committee***

None.

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

May 8, 2012



**BUILDING**  
749-5440 • Fax 749-5616

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

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

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

**PLANNING**  
749-5470 • Fax 749-5434

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

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

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

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director   
Debra J. Phillips, Housing and Community Services Manager 

SUBJECT: **Approve Request for Transfer or Revision of Appropriation, Estimated Revenue or Funds as it Relates to 2011 Community Service Block Grant Funds**

### Recommendation:

It is recommended that the Yuba County Board of Supervisors approve the **Request for Transfer or Revision of Appropriation, Estimated Revenue or Funds** in the amount of \$167,850 for various line items relating to the 2011 Community Service Block Grant (CSBG) Funds.

### Background:

The CSBG programs are funded on a calendar year and cover two County Fiscal Years. As a result, there was revenue remaining from the FY 2010-2011 that was not carried over to the 2011-2012 Fiscal Year Budget in the amount of \$167,850.

### Discussion:

The attached requests allocate the revenue carried over from the prior year in the amount of \$167,850. This appropriation covers anticipated payments and program administration costs through June 30, 2012.

### Fiscal Impact:

These activities are at no cost to the general fund. Appropriates grant funds.

DJP

H:\COMMON\2012\CSBG\APPROPRIATION \$ BOS.DOC



Community Services Commission



Housing Authority

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WHITE - AUDITOR  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 4-11-12 REQUEST FOR TRANSFER OR TRANSFER # \_\_\_\_\_

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT CDSA - HSG & Com Svc - 2011 CSBG

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
117-0000-361-62-00	2011 CSBG	77,850

ACCOUNT NO.	NAME	AMOUNT
117-8003-456-01-01	Salaries	5,000-
117-8003-456-02-10	Benefits	7,500-
117-8003-456-12-00	Communications	50-
117-8003-456-40-02	SubContractors	62,000-
117-8003-456-53-01	A-87	3,300-

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:

Year-end clean-up. Revenue carried over from prior year.

APPROVED:

☒ AUDITOR-CONTROLLER [Signature] 4/12/12 Signature [Signature] 4/12/12 Date  
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR [Signature] 4/11/12 Date Director of Planning TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

WHITE - AUDITOR  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE 4-11-12

REQUEST FOR TRANSFER OR

TRANSFER # \_\_\_\_\_

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT CDSA - Hsg & Com Svcs - 2011 Sutter County CSBG

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
115-0000-363-74-00	SC CSBG	90,000-

ACCOUNT NO.	NAME	AMOUNT
115-8010-456-02-10	Benefits	2,000-
115-8010-456-15-00	Insurance	1,000-
115-8010-456-22-00	Office Supplies	1,000-
115-8010-456-40-02	Sub Contractors	86,000-

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:

Year-end clean-up. Revenue carried over from prior year.

APPROVED:

☒ AUDITOR-CONTROLLER

Signature

Date

Signature

DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR

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

## Community Development & Services Agency

**Kevin Mallen, Director**

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



168-12

**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
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**ENVIRONMENTAL HEALTH • CUPA**  
749-5450 • Fax 749-5454

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



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749-5420 • Fax 749-5424

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

May 8, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJ: ADOPT THE RESOLUTION AUTHORIZING PUBLIC WORKS TO APPLY FOR SURPLUS 2002 PARKS BOND ACT FUNDS TO IMPROVE THE DAY USE AREA AT SYCAMORE RANCH

### RECOMMENDATION:

Adopt the resolution to authorize Public Works to apply for surplus 2002 Parks Bond Act funds in the amount of \$159,000 to further improve the day use area at Sycamore Ranch.

### BACKGROUND:

Although the 2002 Parks Bond Act funding window expired in 2011, there have been several exceptions which were reappropriated by the State Legislature for unfunded projects. One such project was on behalf of the Yuba County Resources Conservation District to use for improvements along the Yuba River. Incidentally, the Resource Conservation District has expressed intent to allow Yuba County Public Works to use the funds for further improvements at Sycamore Ranch consistent with the requirement that the funds are used on properties along the Yuba River.

### DISCUSSION:

Upon meeting with the State Resources Agency at Sycamore Ranch, they advised such a transfer will require a new application and review process, including a Resolution to apply from your Board. The proposed improvements include two picnic and BBQ pavilions, electrical access in the day use area as well as a comprehensive land survey for the creation of a map for park patrons.

### COMMITTEE ACTION:

Due to the routine nature of this followup application, the Land Use and Public Works Committee was bypassed for this item.

### FISCAL IMPACT:

No impact to the General Fund.

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**PROJECT APPLICATION  
2002 Resources Bond Act**

(Each Project must have its own Application)

### Brief description of Project

Land Tenure for Dev. Projects – Project is: 5 acres

90 Acres owned in fee simple by Grant Applicant

Acres available under a \_\_\_\_\_ year lease

Acres other interest (explain) \_\_\_\_\_

For Acquisition Projects Project land will be \_\_\_\_\_ acres

\_\_\_\_\_ Acres to be acquired in fee simple by Grant Applicant

\_\_\_\_\_ Acres to be acquired in other than fee simple (explain)

Signed \_\_\_\_\_  
Grant Applicant's Authorized Representative as shown in Resolution

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Grant Applicant's Planning Agency Representative

Date \_\_\_\_\_

2002 Per Capita Procedural Guide

## SAMPLE GRANT AGREEMENT

### Special Provisions

1. Recipients of Grant Funding pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 shall post signs acknowledging the source of the funds pursuant to the sign guidelines issued by the Secretary of the Resources Agency. Size, location, and number of signs are subject to mutual written agreement by Grantee and the State. Signage during construction phase must be in place before Grant Funds for construction will be released.
2. The State Department of General Services shall have reviewed and approved in writing all documents pertaining to the Grantee's Acquisition of real property and easements, including any appraisals, preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance. Such review and approval by the State shall be timely and shall not be unreasonably withheld.
3. If the Grantee is a nonprofit organization and ceases to exist, all of their rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.
4. For Acquisitions, the Grantee shall record, concurrently with its close of escrow in the purchase of the Real Property, a Memorandum of Unrecorded Grant Agreement, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Grant Agreement in order to assist Grantee in acquiring the Real Property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Grant Agreement. The memorandum shall be in the form attached hereto as Exhibit B.

### General Provisions

#### A. Definitions

1. The term "Act" means the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
2. The term "Acquisition" means to acquire a fee interest or any other interest including easements and development rights in real property, from a willing seller.
3. The term "Agreement" means grant agreement number (insert number here).
4. The term "Application" as used herein means the individual application form and its required attachments for grants pursuant to the enabling legislation and/or program.
5. The term "Development" means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
6. The term "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
7. The term "Grantee" means an applicant who has a signed agreement for grant funds.
8. The term "Project" means the acquisition, development or other activity described on page 1 of this Agreement to be accomplished with grant funds.
9. The term "State" means the State of California, Secretary of the Resources Agency.

## B. Project Execution

1. Subject to the availability of Grant monies in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.
2. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but in no event beyond (*insert date here*).
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 210000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and other environmental laws before any Grant Funds for Acquisition or Development are made available. Grant Funds for planning and document preparation may be available sooner if included in the grant work plan. CEQA compliance shall be completed within one (1) year from start date of the Agreement.
4. If the Project includes Development, the Grantee certifies that the Project plans comply with all current laws and regulations which apply to Development Projects, including, but not limited to, legal requirements for construction contracts, building codes health and safety codes, and disabled access laws. Grantee shall certify to the State prior to commencement of construction that all applicable permits have been obtained.
5. Grantee shall permit periodic site visits by the State to determine if Development work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances that apply to relocation and real property Acquisition by Public Agencies.
8. Grantee shall provide for public access to the Project facilities.
9. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land.
10. Grantee shall provide photographs of the site and the project during and after implementation of Project at the request of the State.
11. Lands acquired with Grant Funds from this Agreement shall be acquired from a willing seller of the land.

### C. Project Costs

1. The Grant Funds to be provided to Grantee under this Agreement will be disbursed as follows:
  - a. If the Project includes Acquisition of real property, and is through a negotiated purchase, the State may disburse up to 90 percent (90%) of the amount of the State approved purchase price together with State approved costs of Acquisition within 60 days of close of escrow. Costs of obtaining approval of the purchase price and transaction review from the State Department of General Services are allowable costs and shall be paid out of escrow. The amount disbursed by the State in any event shall not exceed the amount set forth on the signature page of this Agreement. The remainder of the Grant, if any, shall be available on a reimbursable basis.
  - b. Requests for payment of Grant Funds into escrow must be submitted via a completed Payment Request Form and be accompanied by a letter on the Grantee's letterhead, containing all of the following:
    - i. Name and address of Grantee;
    - ii. Number of Agreement;
    - iii. Dollar amount of disbursement requested;
    - iv. Name, address and telephone number of the title company of escrow holder, and the escrow account number to which the Grant Funds will be disbursed;
    - v. A statement by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of Acquisition of the Real Property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the Real Property; and
    - vi. Anticipated close of escrow date.

The letter shall be accompanied by a Payee Data Record (Form 204) completed by the escrow company.

- c. Requests for payment of Grant Funds on a reimbursable basis for Acquisitions shall include all of the following:
  - i. Complete Payment Request Form;
  - ii. Buyers closing statement;
  - iii. Copies of grant deeds;
  - iv. Policy of title insurance;
  - v. Project Completion Certification Form (if the project is complete and payment in full is requested);
  - vi. Evidence of compliance with signage requirement; and
  - vii. Summary report of final total Project expenditures.

All reimbursements are subject to a 10 percent (10%) withhold pending Project completion.

2. If the Project includes Development, the State may disburse to Grantee the Grant Funds as follows, but not to exceed in any event the amount set forth on the signature page of this Agreement:
  - a. On a reimbursement basis for preliminary costs or construction and development costs, ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
  - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, on completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

c. Advance payments may be made if warranted by compelling need at the discretion of the State.

d. Payment Documentation:

All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identify charges to work plan tasks and elements. Any payment request that is submitted without the itemization will not be authorized. Copies of paid invoices or other records demonstrating proof of payment must accompany the payment request and support all charges. If the itemization or documentation is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end of the term of this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the State; however, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of the Grant Funds may not be increased.

#### D. Project Administration

1. Grantee shall promptly submit written Project reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
5. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
6. Grantee shall submit all documentation for project completion and final reimbursement within 90 days of Project completion, but no later than *(insert date here)*.
7. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.

#### E. Project Termination

1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Grantee's close of escrow for Acquisition of the easement and/or real property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with a minimum of fifteen (15) days' written notice of such termination.
2. If the Agency terminates prior to the completion date, the Grantee shall take all reasonable measures to prevent further costs to the Agency under this Agreement. The Agency shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this Agreement.
3. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
4. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
5. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the acquisition and development of river parkways and the acquisition and restoration of Riparian habitat, Riverine aquatic habitat, and other lands in close proximity to rivers and streams and for river and stream trail projects available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.
6. Grantee and State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Agreement as determined by the State.

#### F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the gross negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents, or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall

represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.

4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

#### G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use any generally accepted accounting system.

#### H. Use of Facilities

1. Grantee shall maintain, operate and use the property funded pursuant to this Grant for a minimum of *(insert here)* years, consistent with the Land Tenure requirements included in the Application Guidelines. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this requirement. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
2. The Real property (including any portion of it or any interest in it) may not be transferred without the approval of the State.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Grant Guidelines, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
4. The Grantee shall not use or allow the use of any portion of the real property as security for any debt or for mitigation without the written permission of the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State is hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

M. Assignment

This Agreement is not assignable by the Grantee either in whole or in part.



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

**APPROVE APPLICATION FOR THE RIVER )  
PARKWAYS GRANT PROGRAM UNDER )  
THE CALIFORNIA CLEAN WATER, )  
CLEAN AIR, SAFE NEIGHBORHOOD )  
PARKS, AND COASTAL PROTECTION )  
ACT OF 2002 )**

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

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program shown above; and

**WHEREAS**, the State Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the State Resources Agency require a resolution certifying the approval of application(s) by the applicants governing board before submission of said application(s) to the State; and

**WHEREAS**, the applicant, if selected, will enter into an agreement with the State of California to carry out the project

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

1. Approves the filing of an application for River Parkways Grant Program funds for the Sycamore Ranch Day Use Area; and
2. Certifies that Yuba County understands the assurances and certification in the application form which are attached and incorporated by references as part of this resolution; and
3. Certifies that Yuba County has or will have sufficient funds to operate and maintain the Project; and

4. Certifies that the Applicant has reviewed, understands, and agrees to the Special and General Provisions contained in the Sample Project Agreement shown in the Procedural Guide; and
5. Certifies that this project is consistent with the Yuba County Parks Master Plan; and
6. Delegates authority to the Public Works Director as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project; and
7. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

AYES:

NOES:

ABSENT:

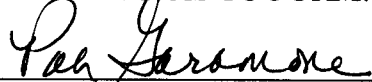
ABSTAIN:

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

ATTEST:

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

APPROVED AS TO FORM:

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

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**  
Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



169-12

**BUILDING**  
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**HOUSING & COMMUNITY SERVICES**  
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**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  
Sean Powers, CDSA Finance and Administration Manager

**Date:** May 8, 2012

**Subject:** Library Budget Revision

### **Recommendation:**

Authorize a budget revision in the amount of a \$25,000 increase to the Library's Special Department Expense (101-6000-462-28-00), a reduction of \$15,000 from Fixed Assets (101-6000-462-62-00), and an increase in revenue in Operating Transfer-In Account (101-0000-372-99-01) of \$10,000 from Library Gift Trust for Library improvement expenses and the Summer Reading Program.

### **Background:**

Improvements at the Library per Board approval of the 2011-12 budget are continuing and focus on current services and expectations (public, Library Commission, etc), to staffing, to budgets, to facilities and infrastructure. In addition to the needed technology improvements at the Library, there is also a recognized need to better manage the space of the Library in order to free up additional capacity to meet the demand of a growing population while maintaining the building's existing footprint. The improvements are reducing space needs, while improving efficiencies and making available additional services opportunities.

### **Discussion:**

A budget revision is necessary to begin two improvement projects previously approved in the 2011-12 budget, but with revision. First, a multi-media makeover of the Library's public conference room, to include an overhead projector, drop down screen, and audio capabilities (very similar to the Wheatland Conference Room at the Government Center). This enhancement will significantly increase the functionality of the conference room and position the Library to offer more services and open opportunities for collaboration with other community partners. Second, a digital video recording system and camera system for the Library including the California Room. This technology enhancement will help better monitor and protect the

historical documents as well as reduce the need for staff monitoring thus making available more staff time for other Library services.

A portion of the increase to the special department expense is directly tied to the Summer Reading Program for children. Expenses include materials, entertainment, and reward prizes for reading accomplishments and encourage multiple Library visits during the summer break.

**Committee Action:**

These improvements were previously discussed with the Board to continue improvements at the Library and therefore are being presented directly to the full Board.

**Fiscal Impact:**

No general fund impact. Reduction of Library Gift Trust by \$10,000 (259-0000-371-98-99). Funds will not be journaled until the expense occurs.

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: May 8 20 12

DEPARTMENT Library

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

**BUDGET OR ESTIMATED REVENUE**

☒ **ESTIMATED REVENUE INCREASED**

☒ **APPROPRIATION DECREASED**

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
101-0000-372-99-01	Operating Xfers In	10,000
101-6000-462-62-00	Fixed Assets	(15,000)

ACCOUNT NO.	NAME	AMOUNT
101-6000-462-28-00	Spec. Dept. Expense	25,000

**FUND TRANSFERS**

**FUNDS TO BE REDUCED:**

FUND	AMOUNT

**FUNDS TO BE INCREASED:**

FUND	AMOUNT

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

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

**REASON FOR TRANSFER:**

Budget revision for technology improvements for the Library's public conference room, a digital video recording system and camera system for the Library, and the Summer Reading Program for children.

**APPROVED:**

☒ **AUDITOR - CONTROLLER**

  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature

  
DEPARTMENT OR PUBLIC OFFICIAL

\_\_\_\_\_

☒ **COUNTY ADMINISTRATOR:**

  
Signature \_\_\_\_\_ Date \_\_\_\_\_

CDSA Director

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers



Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

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THE COUNTY OF YUBA

BOARD OF SUPERVISORS

— P R O C L A M A T I O N —

HONORING  
NATIONAL NURSES' WEEK  
MAY 6 – 12, 2012



**WHEREAS**, the nearly 3.1 million nurses in the United States comprise our nation's largest health care profession; and

**WHEREAS**, the depth and breadth of the nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

**WHEREAS**, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized and home health patients; and

**WHEREAS**, greater numbers of qualified nurses will be needed in the future to meet the increasingly complex needs of health care consumers in our community; and

**WHEREAS**, the cost-effective, safe and quality health care services provided by nurses will be an ever more important component of the U.S. health care delivery system in the future; and

**WHEREAS**, the American Nurses Association has declared the week of May 6-12 as **National Nurses' Week**, with the theme *Advocating, Leading, Care*; and

**WHEREAS**, Fremont-Rideout Heath Group is celebrating National Nurses Week with a week-long series of appreciation events for the more than 500 Registered Nurses and 400 nursing support staff working at Rideout Memorial Hospital and Fremont-Rideout Cancer Center in Yuba County.

**NOW THEREFORE**, the Yuba County Board of Supervisors urges all residents to join in honoring the many nurses who care for all of us, and celebrate accomplishments and efforts in nursing to improve our health care system and show our appreciation for our nurses not just during this week, but at every opportunity throughout the year.



*Hal Spedden*  
CHAIRMAN

*Donna Spedden*  
CLERK OF THE BOARD OF SUPERVISORS

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*DEPARTMENTS*

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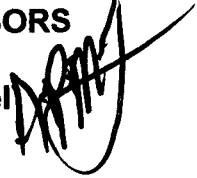
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**OFFICE OF YUBA COUNTY COUNSEL**



173-12

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**TO: YUBA COUNTY BOARD OF SUPERVISORS**  
**FROM: Angil P. Morris-Jones, County Counsel**   
**DATE: MAY 8, 2012**  
**SUBJECT: BOS DIRECTION RE TOBACCO RETAILER LICENSING ORDINANCE**

---

**BACKGROUND:**

At your April 3<sup>rd</sup> meeting, Supervisor Vasquez, during Board and Staff Members' Reports asked for consideration of an ordinance on tobacco limitation. He stated that he was requesting that the County Counsel look into whether or not Yuba County could adopt the Elk Grove City Ordinance here? Also on April 3<sup>rd</sup> Supervisor Vasquez emailed a copy of the Elk Grove Ordinance for county counsel to review. Yes, is the answer to the question, the Yuba County Board of Supervisors may adopt the Elk Grove Tobacco Retailer Licensing Ordinance for Yuba County.

A copy of the original Elk Grove Ordinance and its attachments were forwarded, on April 4, 2012, to the Sheriff, DA, Treasurer, Director of Health and Human Services, Planning Director, Community Services Director and the Clerk of the BOS for their information.

Several members of the county counsel staff have gone through the Elk Grove Ordinance to make the initial amendments such as changing city to county, city manager to county treasurer and so on. Therefore, attached hereto please find a very rough draft of the Tobacco Retailer Licensing Ordinance for Yuba County with the tracking changes included for your information and consideration.

**ANALYSIS OF PROPOSED ORDINANCE:**

The purpose of implementing a tobacco retailer license ordinance is to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to minors. The ability to license retail businesses that sell tobacco products gives a measure of control over tobacco sales to Yuba County as a local jurisdiction. The County may perform inspections of tobacco retailers to ensure they are complying with state and

federal laws and, if a retailer is violating a law, Yuba County may prohibit the retailer from selling tobacco through suspension or revocation of their license. Violations of the tobacco retail license ordinance may also be prosecuted criminally as misdemeanors, just as certain other ordinance violations are prosecuted. The operation of the ordinance would be limited to businesses in the unincorporated areas of Yuba County.

The retail licensing ordinance also creates a framework for oversight and generates revenue in the form of license application fees in order to fund inspections. The Treasurer-Tax Collector would be responsible for accepting and reviewing applications, collecting application fees, and overall administration of licensing enforcement to include suspending or revoking licenses. The Treasurer-Tax Collector currently issues, collects fees for, and administers other business licenses within the county and thus has a process and structure in place for doing so.

County Counsel anticipates the draft ordinance will be further refined to clarify enforcement procedures, allocation of revenues for inspection and enforcement funding, and possibly imposition of administrative fines or authority to seize a tobacco retailer's stock of merchandise in the case of severe or repeat violations.

#### **BOARD DIRECTION:**

Should it be the consensus of the Board to direct that this Tobacco Retailer Licensing Ordinance move forward, the County Counsel's office will send a clean copy ( i.e. a draft without track changes) of the draft ordinance to the various county departments that will be responsible for carrying it out so that they may provide their input before same is finalized.

Once all the departments have provided their written comments, County Counsel staff will draft the ordinance in final form. The finalized version of the ordinance will thereafter come before you for your consideration during a regular meeting of the Board set as a public hearing (i.e. the first and second reading) that are required by law before adoption.

**Chapter 6.24**  
**TOBACCO RETAILER LICENSING**

**Sections:**

- 6.24.010 Legislative findings.
- 6.24.020 Purpose.
- 6.24.030 Definitions.
- 6.24.040 Requirement for tobacco retailers license.
- 6.24.050 Application procedure.
- 6.24.060 Issuance and renewal of license.
- 6.24.070 Display of license.
- 6.24.080 License fee.
- 6.24.090 License nontransferable.
- 6.24.100 License violation.
- 6.24.110 Suspension or revocation of license.
- 6.24.120 Denial, suspension, and revocation – Appeals.
- 6.24.130 Enforcement.

**6.24.010 Legislative findings.**

The Board of Supervisors finds and determines that:

A. State law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Section 308 of the Penal Code).

B. State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under eighteen (18) years of age (Section 22956 of the Business and Professions Code), and provides procedures for using persons under eighteen (18) years of age to conduct on-site compliance checks of tobacco retailers (Section 22952 of the Business and Professions Code).

C. State law requires that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under eighteen (18) years of age is illegal (Section 22952 of the Business and Professions Code; Section 308 of the Penal Code).

D. State law prohibits the sale or display of cigarettes through a self-service display and prohibits public access to cigarettes without the assistance of a clerk (Section 22962 of the Business and Professions Code).

E. State law prohibits the sale of "bidis" (hand-rolled filterless cigarettes imported primarily from India and Southeast Asian countries) except at those businesses that prohibit the presence of minors (Section 308.1 of the Penal Code).

F. State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than twenty (20) and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than 60/100ths (0.60) ounces of tobacco (Section 308.3 of the Penal Code).

G. State law prohibits public school students from smoking or using tobacco products while on campus, while attending school-sponsored activities, or while under the

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supervision or control of school district employees (Section 48901(a) of the Education Code).

↓ In May of 2004, the neighboring Sacramento County Department of Health and Human Services Tobacco Education Program found that seventeen (17%) percent of tobacco retailers sampled in that County unlawfully sold tobacco products to minors; clerks in several types of outlets, including supermarkets, convenience marts/gas stations, drug stores, and small markets, sold tobacco to minors; and less than forty-five (45%) percent of the stores surveyed displayed the STAKE Act ("Stop Tobacco Access to Kids Enforcement Act") signs required by State law.

↓ Eighty-eight (88%) percent of adults who have ever smoked tried their first cigarette by the age of eighteen (18), and the average age at which smokers try their first cigarette is fourteen and one-half (14.5) years of age.

↓ The unincorporated area of Yuba County has a substantial interest in promoting compliance with Federal, State, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and in protecting children from being lured into illegal activity through the misconduct of adults.

↓ California courts in Cohen v. City Council, 40 Cal.3d 277 (1985), and Bravo Vending v. City of Rancho Mirage, 16 Cal.App. 4th 383 (1993), have affirmed the power of local jurisdictions to regulate business activity in order to discourage violations of law.

↓ State law authorizes local tobacco retailer licensing laws to provide for the suspension or revocation of the local tobacco retailer license for any violation of a State tobacco control law (Section 22971.3 of the Business and Professions Code).

↓ A requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the County to regulate the operation of lawful businesses to discourage violations of Federal, State, and local tobacco-related laws.

#### 6.24.020 Purpose.

The purpose of this chapter is to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to minors, but not to expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or to alter the penalty provided for violations.

(State law reference – Penal Code §308)

#### 6.24.030 Definitions.

As used in this chapter, the following words and phrases shall have the meanings given them in this section, unless the context clearly requires otherwise:

A. "Itinerant tobacco retailing" means engaging in tobacco retailing at other than a fixed location.

B. "License" means a tobacco retailer special business license issued by the County pursuant to this chapter.

C. "Licensee" means any proprietor holding a license issued by the County pursuant to this chapter.

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D. "Person" means any individual, firm, partnership, joint venture, limited liability company, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

E. "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10%) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has, or can have, sole or shared control over the day-to-day operations of a business.

F. "Tobacco product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco.

G. "Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette-rolling machines, and any other item designed or used for the smoking or ingestion of tobacco products.

H. "Tobacco retailer" means any person who sells, offers for sale, exchanges, or offers to exchange for any form of consideration tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

I. "Tobacco retailing" shall mean selling, offering for sale, exchanging, or offering to exchange for any form of consideration tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

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#### **6.24.040 Requirement for tobacco retailer's license.**

A. It shall be unlawful for any person to act as a tobacco retailer without first obtaining a license for each location at which tobacco retailing is to occur. No license will be issued to authorize tobacco retailing at other than a fixed location. No license will be issued for itinerant tobacco retailing or tobacco retailing from vehicles.

B. Nothing in this chapter shall be construed to grant any person obtaining a license any status or right other than the right to act as a tobacco retailer at the location in the County identified on the face of the license, subject to compliance with all other applicable laws, regulations, and ordinances. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on indoor smoking made applicable to business establishments by Section 6404.5 of the Labor Code.

(State law reference – Bus.&Prof. Code §22972)

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#### **6.24.050 Application procedure.**

All applications for a license shall be submitted to the Yuba County Treasurer & Tax Collector in the name of each proprietor proposing to conduct tobacco retailing and shall be signed by each proprietor or an authorized agent thereof. A proprietor proposing to conduct tobacco retailing at more than one (1) location shall submit a separate application for each location. Every application shall be submitted on a form supplied by the Treasurer & Tax Collector and shall contain the following information:

A. The name, address, e-mail address, if any, and telephone number of each proprietor.

B. The business name, address, and telephone number of the fixed location for which a license is sought.

C. Whether or not any proprietor has previously been issued a license pursuant to this chapter that is, or was at any time, suspended or revoked and, if so, the dates of the suspension period or the date of revocation.

D. Such other information as the County Administrator deems necessary for the administration or enforcement of this chapter.

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#### **6.24.060 Issuance and renewal of license.**

A. Upon the receipt of an application for a license and the applicable license fee, the Treasurer & Tax Collector shall issue a license or its renewal unless:

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1. The application is incomplete or inaccurate;

2. The application seeks authorization for tobacco retailing at an address that appears on a license that is suspended, has been revoked, or is subject to suspension or revocation proceedings for violation of any of the provisions of this chapter except this subsection shall not constitute a basis for denial of a license if either or both of the following apply:

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The applicant provides the County with documentation demonstrating that the applicant has acquired or is acquiring the premises or business in an arm's length transaction. For the purposes of this subsection, an "arm's length transaction" is defined as a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two (2) informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this chapter that occurred at the location is presumed not to be an "arm's length transaction";

It has been more than five (5) years since the most recent license for that location was revoked;

3. The application seeks authorization for tobacco retailing that is unlawful pursuant to this code, or that is unlawful pursuant to any other local, State, or Federal law; or

4. The Treasurer & Tax Collector has information that the applicant or his or her agents or employees have violated any local, State or Federal tobacco control law at the location for which the license or renewal of the license is sought within the preceding thirty (30) day period.

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B. Unless revoked on an earlier date, all licenses shall expire one (1) year after the date of issuance. Not later than forty-five (45) days prior to expiration of the term of the immediately preceding license, the Treasurer & Tax Collector shall transmit to the licensee by mail an application for renewal. The application submitted for renewal shall be in such form and include such information as is prescribed and required by the Treasurer & Tax Collector, but shall include a renewal form provided by the County, the required fee, and a copy of the license to be renewed. A license that is suspended, has been revoked, or is subject to suspension or revocation proceedings shall not be renewed. An application for renewal and license fee shall be submitted at least thirty (30) days, but not more than sixty (60) days, prior to the expiration of the current valid license. The renewal

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applicant shall follow all of the procedures and provide all of the information required in Section 6.24.050 of this Chapter. The Treasurer & Tax Collector shall process the application according to the provisions of this section.

C. Where the Treasurer & Tax Collector does not approve a license or renewal of a license, the Treasurer & Tax Collector shall notify the applicant of the specific grounds for the denial in writing. The notice of denial shall be served personally or by first class certified mail, return receipt requested, not later than five (5) days after the date of the denial. If by mail, the notice shall be placed in a sealed envelope, with postage paid, addressed to the applicant at the address as it appears on the application. The giving of notice shall be deemed complete at the time of deposit of the notice in the mail without extension of time for any reason. In lieu of mailing, the notice may be served personally by delivering to the person to be served and service shall be deemed complete at the time of such delivery. Personal service to a corporation may be made by delivery of the notice to any person designated in the Code of Civil Procedure to be served for the corporation with summons and complaint in a civil action.

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#### **6.24.070 Display of license.**

Each license shall be prominently displayed in a publicly visible location at the licensed premises.

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#### **6.24.080 License fee.**

The fee for issuance or renewal of a license shall be established by resolution of the Board of Supervisors and shall be in addition to the fees associated with any other license or permit fee imposed by this code upon the applicant. The license fee shall be paid to the County at the time the license application is submitted.

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#### **6.24.090 License nontransferable.**

A license is nontransferable. If a licensee changes business location, that licensee must obtain a new license prior to acting as a tobacco retailer at the new location. If a business licensed to conduct tobacco retailing is sold, the new owner must obtain a license for that location before acting as a tobacco retailer.

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#### **6.24.100 License violation.**

It shall be a violation of this Chapter and the Yuba County Ordinance Code for a licensee or his or her agents or employees to violate any local, State, or Federal tobacco-related law.

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#### **6.24.110 Suspension or revocation of license.**

A. In addition to any other remedy authorized by law, a license shall be suspended or revoked as provided in this section if the Treasurer & Tax Collector finds that the licensee or his or her agents or employees has or have violated any of the provisions of this Chapter, except violations by a licensee at one (1) location may not be accumulated

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against other locations of that same licensee, nor may violations accumulated against a prior licensee at a licensed location be accumulated against a new licensee at the same licensed location.

1. Upon a finding by the Treasurer & Tax Collector of a first (1st) license violation within any five (5) year period, the license shall be suspended for thirty (30) days.

2. Upon a finding by the Treasurer & Tax Collector of a second (2nd) license violation within any five (5) year period, the license shall be suspended for ninety (90) days.

3. Upon a finding by the Treasurer & Tax Collector of a third (3rd) license violation within any five (5) year period, the license shall be suspended for one (1) year.

4. Upon a finding by the Treasurer & Tax Collector of a fourth (4th) license violation within any five (5) year period, the license shall be revoked.

B. Notwithstanding subsection (A) of this section, a license shall be revoked if the Treasurer & Tax Collector finds that either one (1) or both of the following conditions exists:

1. One or more of the bases for denial of a license under Yuba County Ordinance Code Section 6.24.060(A) existed at the time application was made or at any time before the license was issued.

2. The information contained in the license application, including supplemental information, if any, is found to be false in any material respect.

C. In the event the Treasurer & Tax Collector suspends or revokes a license, written notice of the suspension or revocation shall be served upon the licensee within five (5) days of the suspension or revocation in the manner prescribed in Yuba County Ordinance Code Section 6.24.060(C). The notice shall contain:

1. A brief statement of the specific grounds for such suspension or revocation;

2. A statement that the licensee may appeal the suspension or revocation by submitting an appeal, in writing, in accordance with the provisions of Yuba County Ordinance Code Section 6.24.120, to the Treasurer & Tax Collector, within ten (10) days of the date of service of the notice; and

3. A statement that the failure to appeal the notice of suspension or revocation will constitute a waiver of all right to an administrative appeal hearing, and the suspension or revocation will be final.

D. A licensee for whom a license suspension or revocation is in effect must remove all tobacco products and tobacco paraphernalia from public view at the address that appears on the suspended license.

#### **6.24.120 Denial, suspension, and revocation – Appeals.**

A. Any applicant or licensee aggrieved by the decision of the Treasurer & Tax Collector in denying, suspending, or revoking a license may appeal the decision by submitting a written appeal pursuant to Yuba County Ordinance Code Chapter 2.25 within ten (10) days from the date of service of the notice of denial, suspension, or revocation. The written appeal shall contain:

1. A brief statement in ordinary and concise language of the specific action protested, together with any material facts claimed to support the contentions of the appellant;

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2. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;

3. The signatures of all parties named as appellants and their official mailing addresses; and

4. The verification (by declaration under penalty of perjury) of at least one (1) appellant as to the truth of the matters stated in the appeal.

B. The appeal hearing shall be conducted in accordance with Yuba County Ordinance Code Chapter 2.25.

C. Any suspension or revocation of a license shall be stayed during the pendency of an appeal that is properly and timely filed pursuant to this section.

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#### 6.24.130 Enforcement.

A. In addition to any other remedy, any person violating any provision of this chapter shall be guilty of a misdemeanor for each day such violation continues.

B. Violations of this chapter are hereby declared to be public nuisances subject to abatement by the County.

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B. Any violation of this chapter may be remedied by a civil action brought by the City Attorney. The City may recover reasonable attorneys' fees and costs of suit in any civil action brought by the City Attorney to remedy any violation of this chapter.¶  
C. Any person violating the provisions of this chapter shall also be liable for civil penalties of not less than Two Hundred Fifty and no/100ths (\$250.00) Dollars or more than Twenty-five Thousand and no/100ths (\$25,000.00) Dollars for each day the violation continues.

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E. In addition to criminal sanctions, civil penalties as provided in this section, and other remedies set forth in this chapter, administrative penalties of up to Five Thousand and no/100ths (\$5,000.00) Dollars for each violation of this chapter may be imposed against any person violating any provision of this chapter pursuant to the procedures specified in EGMC Chapter 16.18 or pursuant to any generally applicable provisions of the Elk Grove Municipal Code concerning administrative fines and penalties.  
[Ord. 7-2009 §3, eff. 5-1-2009; Ord. 41-2005 §3, eff. 1-14-2006]

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5424

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

**HOUSING & COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

**PLANNING**  
749-5470 • Fax 749-5434

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

**To:** Yuba County Board of Supervisors

**From:** Kevin Mallen, CDSA Director

**Date:** May 8, 2012

**Subject:** Oversight Board for the successor agency to  
the Yuba County Redevelopment Agency (RDA).

### **Recommendation:**

- Approve formation of an Oversight Board of the Successor Agency of the former Yuba County RDA, with seven members as required by AB 26X.
- Appoint one member of the Board of Supervisors to the Oversight Board.
- Appoint Robert Bendorf, County Administrator, to the Oversight Board.
- Clerk of the Board solicit applicants for the Board's future selection of one member of the public to serve on the Oversight Board.
- Clerk of the Board solicit from the Yuba County Office of Education their appointment of two members to the Oversight Board
- Clerk of the Board solicit from the Yuba Community College District their appointment of one member to the Oversight Board
- Clerk of the Board solicit from the Olivehurst Public Utility District their appointment of one member to the Oversight Board.

### **Background:**

On December 29, 2011, the California Supreme Court announced its decision to uphold the redevelopment "Dissolution Act" (AB 1X 26), which dissolved the Yuba County RDA on February 1, 2012. The Dissolution Act dissolves redevelopment agencies formed under the Community Redevelopment Law Health & Safety Code 33000, ("the Redevelopment Law"). On March 27, 2012, Yuba County Board of Supervisors took the first step in handling the affairs of the former Yuba County RDA by adopting a resolution designating Yuba County as the Successor Agency.

### **Discussion:**

Part of Yuba County's obligation as the Successor Agency is to form an Oversight Board, which will have fiduciary responsibilities to holders of enforceable obligations and the taxing entities

that benefit from distributions of property tax revenues. The Oversight Board for Yuba County will be involved in the following:

- The establishment of new repayment terms for outstanding loans.
- Establishment of the Recognized Obligation Payment Schedule.
- Review of the Successor Agency's pledge of property tax revenues.
- Disposal of all assets of the former Yuba County RDA.
- Terminating existing agreements that do not qualify as enforceable obligations.
- Transfer housing funds to the Yuba County Housing Authority.
- Terminate any agreements with other public entities within the County for debt service obligations the Oversight Board determines is in the best interests of the taxing entities.

Once the Oversight Board has a quorum (at least 4 members) it can begin meeting on the items above. One of the first items will be to approve a Recognized Obligation Payment Schedule that is to be administered by the County's Auditor Controller and submitted to the State Controller.

**Committee Action:**

Continuing item from the March 27, 2012 Board meeting.

**Fiscal Impact:**

None. The County acting as the Successor Agency will operate to pay down the Yuba County RDA's debt and staff costs associated with this our eligible for reimbursement from the RDA's assets.





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

**A RESOLUTION OF THE YUBA COUNTY BOARD )  
OF SUPERVISORS SUBMITTING AN ORDINANCE )  
WITHOUT A PETITION TO THE VOTERS OF THE )  
COUNTY OF YUBA FOR THE ENACTMENT OF )  
AN ORDINANCE TO PROTECT AGRICULTURAL )  
LANDS TO ENSURE THAT THE COUNTY'S )  
NATURAL RESOURCES ARE PRESERVATED )  
AND THAT EXISTING OPEN SPACE IS )  
PROTECTED FROM BEING PREMATURELY OR )  
UNNECESSARILY CONVERTED TO OTHER )  
NON-OPEN SPACE USES. )**

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

---

**WHEREAS**, the protection of existing open space, including cropland, forests grazing lands, critical habitat, agricultural, forest, mining lands, water and groundwater recharge areas, mineral resources, private recreation and public land is of critical importance to the present and future residents of the County of Yuba and to the County's economic standing. Natural resources are important to ensuring a high quality of life for current and future generations; and

**WHEREAS**, uncontrolled encroachment into open space and agricultural areas will threaten public health, safety and welfare by causing increases in traffic congestion, associated air pollution, and potentially serious water problems such as pollution, depletion and sedimentation of available water resources. Such encroachment would also eventually result in the unnecessary, expensive extension of public services and facilities; and

**WHEREAS**, the quality of life of the residents of the County of Yuba depends on not only the protection of open space and natural resources from residential encroachment but also on the protection of community boundaries to enhance and allow for open space, grazing lands, deer herds and oak woodlands which define the rural character of the foothills and the County as a whole; and

**WHEREAS**, the 2030 General Plan adopted by the current Board of Supervisors on June 7, 2011 includes numerous policies protections and support, for ensuring that the County's natural resources, agricultural lands and existing open space are preserved and protected; and

**WHEREAS**, the 2030 General Plan and its policies may be amended by the vote of the Board of Supervisors which could result in policies changes that terminate or reduce the protections and support for preserving the County's natural resources, agricultural lands and existing open space.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby, submits pursuant to Elections Code Section 9140, to the voters of Yuba County, without a petition, at the November 6, 2012 General Election the attached Initiative for the enactment of an Ordinance to protect agricultural lands, open space and to preserve the natural resources of Yuba County which includes the Policies adopted in the 2030 General Plan.

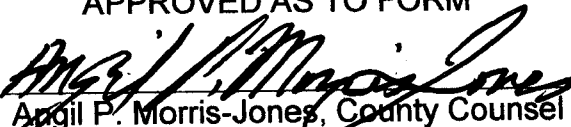
**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Hal Stocker, Chairman of the Board

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM

  
Angil P. Morris-Jones, County Counsel

## **Natural Resource Preservation Initiative**

### **BALLOT MEASURE**

**The People of the County of Yuba do hereby ordain as follows:**

#### **Section 1.**

##### **PURPOSE and FINDINGS:**

1. The purpose of this initiative is to ensure that lands with the Yuba County Natural Resources Element designation are not prematurely or unnecessarily converted to other non-open space uses. Accordingly, the initiative ensures that until 2030, the foregoing General Plan provisions governing intent and maximum building intensity may not be changed except by vote of the people. In addition, the Initiative provides that any lands designated as "Natural Resources" on the Yuba County Land Use map adopted by the Board of Supervisors on June 7, 2011, (a reduced copy of which is attached hereto as Exhibit A), will remain so designated until 2030 unless the land is annexed to or otherwise included within a city or town, or redesignated to another land use category by vote of the people, or, in regard to parcels that were legally created as of the date of the adoption of this initiative that are 10 acres or less in size (gross acreage), those parcels may be incorporated into a rural community boundary through the adoption, by the Board of Supervisors, of a Community Plan.
2. The protection of existing open space, including cropland, forests, grazing lands, critical habitat, water and groundwater recharge areas, mineral resources, private recreation and public land is of critical importance to the present and future residents of the County of Yuba. Natural resources are important to ensuring a high quality of life for current and future generations.
3. Agricultural, forest and mining lands are crucial to the County's economic standing. Agriculture represents the single most important economic activity in Yuba County. Agriculture directly contributes to the local economy through job development, production and exports. Agricultural production in the County and throughout the state is also closely linked to many other industries. For every 100 jobs in agriculture, it is estimated that 94 additional jobs are created in related industries.
4. Uncontrolled encroachment into open space and agricultural areas will threaten public health, safety and welfare by causing increases in traffic congestion, associated air pollution, and potentially serious water problems such as pollution,

depletion and sedimentation of available water resources. Such encroachment would also eventually result in the unnecessary, expensive extension of public services and facilities.

5. The quality of life of the residents of the County of Yuba depends on not only the protection of open space and natural resources from residential encroachment but also the protection of community boundaries to enhance and allow for open space, grazing lands, deer herds and oak woodlands which define the rural character of the foothills and the County as a whole.
6. The General Plan adopted on June 7, 2011, Includes the following:

POLICY CD 11.5: The County will support agriculture, agricultural processing, agricultural tourism, ecological tourism, recreational uses, and other natural resource based economic development projects in areas with land-based natural resources, natural beauty and cultural attractions.

POLICY CD 13.1: Growth should be phased from developed areas and existing infrastructure outward in a logical, efficient manner and in a way that avoids premature conversion of agricultural lands , changes in rural character and unnecessary loss of other land-based natural resources.

POLICY CD 13.3: Unincorporated County development between present and 2030 will be focused within Valley Growth Boundary and Rural Communities.

POLICY NR 3.11: Residential dwellings developed in cropland areas shall be secondary to, and supportive of, ongoing agricultural operations.

POLICY NR. 4.1: The County 's zoning and development standards for forest areas will be designed and implemented to support, and avoid conflict with , ongoing timber harvest operations and forestry-related economic activities.

## **Section 2.**

### **GENERAL PLAN AMENDMENT**

- (a) The Natural Resource Preservation Initiative hereby reaffirms and readopts, until 2030, the Natural Resources Element of the Yuba County General Plan adopted on June 7, 2011. In addition, the initiative hereby reaffirms and readopts until 2030, the "Natural Resources Element" designation of the Yuba County General Plan Land Use Map adopted by the Board of Supervisors on June 7, 2011, which map is incorporated herein by reference. Finally, the text of Chapter 9: General Plan

Implementation of the 2030 General Plan adopted on June 7, 2011 shall be amended to add the following new text within the General Plan amendment section which provides:

**LIMITATIONS ON GENERAL PLAN AMENDMENT RELATING TO "NATURAL RESOURCES" LANDS:**

I) Until 2030, the provisions governing the intent and maximum building intensity for lands within the Natural Resource Element as set forth in Table Community Development 2 shall not be amended unless such amendment is approved by vote of the people.

II) All those lands identified within the Natural Resource element on the Yuba County General Plan Land Use Map, adopted by the Board of Supervisors on June 7, 2011, shall remain so designated until 2030 unless said land is annexed to or otherwise included within a city or town, redesignated to another general plan land use category by vote of the people, or in regard to those parcels that were legally created as of the date of the adoption of this initiative that are 10 acres or less in size (gross acreage), those parcels may be incorporated into a rural community boundary, by the Board of Supervisors, through the adoption of a Community Plan.

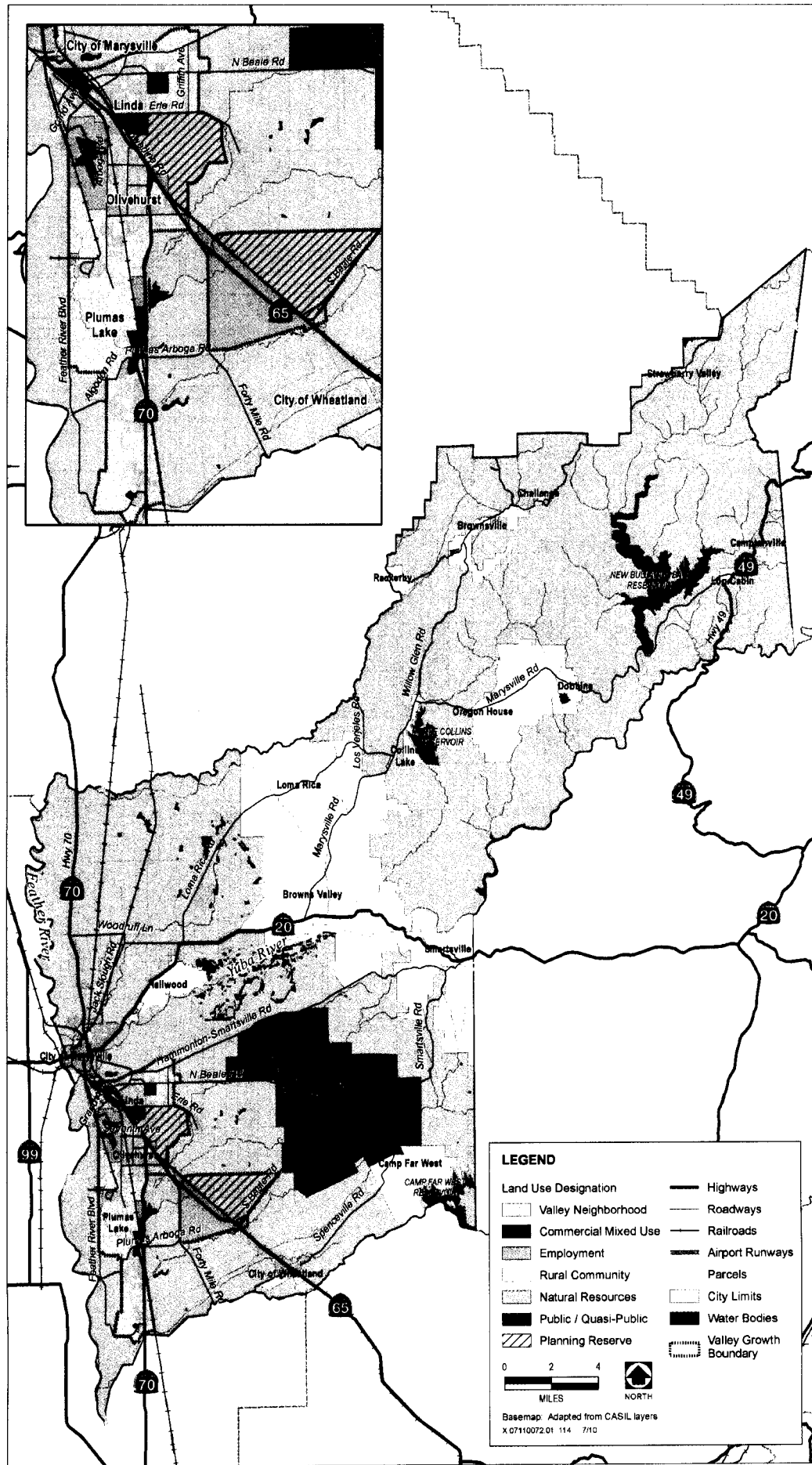
(b) Approval by a vote of the people is accomplished when a General Plan Amendment is placed on the ballot through any procedure provided for in the Election Code, and a majority of the voters vote in favor of it. Whenever the Board adopts an amendment requiring approval by a vote of the people pursuant to the provisions of this subsection, the Board action shall have no effect until after such a vote is held and a majority of the voters vote in favor of it

**Section 3.**

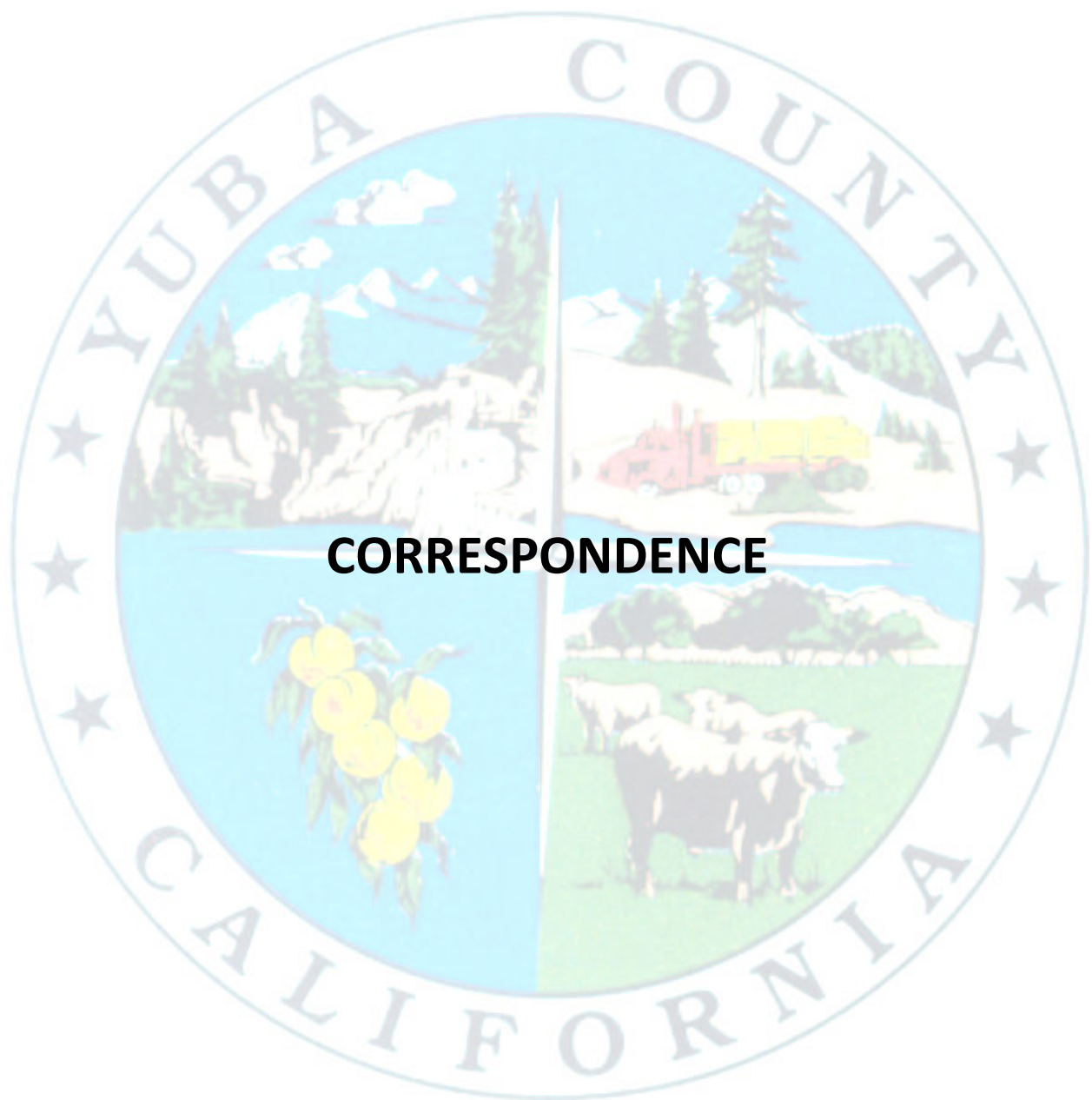
**Implementation.**

A. Upon the effective date of this Initiative, the initiative shall be deemed Inserted in Chapter 9: General Plan Implementation of Yuba County's General Plan as an amendment thereof., Within 180 days of the insertion date, the County shall complete such revisions of its General Plan, including, but not limited to, the General Plan Land Use Map adopted by the Board of Supervisors on June 7, 2011 and accompanying text, as are necessary to achieve consistency with all provisions of this initiative. Also within 180 days of the insertion date, the County shall complete such revisions of its Zoning Ordinance and other land use regulations as are necessary to conform to all provisions of the initiative.

B. The provisions of this initiative shall prevail over any revisions to the Yuba County General Plan as adopted on June 7, 2011, or to the Yuba County Land Use Map as adopted on June 7, 2011 which conflict with the initiative. All general plan amendments, rezoning, specific plans, parcel maps, conditional use permits, building permits or other ministerial or discretionary entitlements for use not yet approved or issued shall not be approved or issued unless consistent with the provisions of this Initiative.







**CORRESPONDENCE**

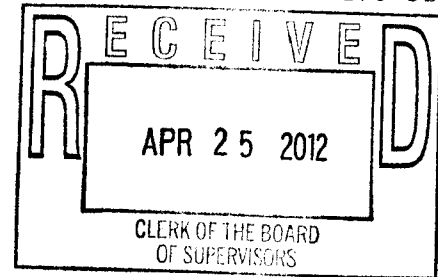


Dale Whitmore  
Marysville, CA 95901  
530 635-0046

176-12

January 25, 2012

Yuba County Board of Supervisors  
915 8<sup>th</sup> Street  
Marysville, CA 95901



Dear Sirs:

It is with deep regret that I am resigning from my recent appointment to the Yuba County Fish and Game Advisory Commission. I recently received a letter from my employer, the California Department of Fish and Game, stating that participation on the Advisory Commission is an "incompatible activity" with my employment.

I would like to recommend Mr. Bob Gaschke as a very well qualified candidate for the Yuba County Fish and Game Advisory Commission. Bob has been an 11 year member of the Sutter County Fish and Game Advisory Commission and has recently moved to Yuba County. I can attest that his attendance at the Advisory Commission meetings and participation in Advisory Commission programs has been excellent. Bob is an Agricultural Products Specialist for Holt of California, an agricultural equipment company. He also manages 2 small duck clubs. He is very familiar with wildlife and agriculture. I highly recommend Bob Gaschke.

Sincerely,

*Dale Whitmore*  
Dale Whitmore

**BOS CORRESPONDENCE A**

4-26-12: Vacancy posted on line and in the Government Center/rf  
4-26-12: Copy provided to Fish and Game Advisory Commission/rf

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**COMMISSIONERS**  
**Jim Kellogg**, President  
Discovery Bay  
**Richard Rogers**, Vice President  
Santa Barbara  
**Michael Sutton**, Member  
Monterey  
**Daniel W. Richards**, Member  
Upland  
**Jack Baylis**, Member  
Los Angeles

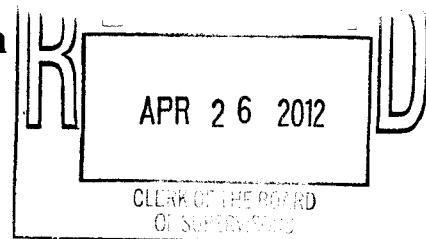
**EDMUND G. BROWN, JR.**



**Sonke Mastrup**  
**EXECUTIVE DIRECTOR**  
1416 Ninth Street  
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 27, 2012



**TO ALL INTERESTED AND AFFECTED PARTIES:**

This is to provide you with a copy of the notice of proposed regulatory action relative to the amendment of Sections 671.1 and addition of Section 671.8, Title 14, California Code of Regulations, relating to Permits and Inspection of Facilities for Restricted Species, which will be published in the California Regulatory Notice Register on April 27, 2012.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Pursuant to Section 2150.2 of the Fish and Game Code, establishment of fees in the amount sufficient to cover the costs for permits and inspections of facilities falls under the authority of the Department of Fish and Game. It is anticipated that the Department will publish a notice proposed changes to fees in the California Notice Registry in late June or early July, under a separate rulemaking. Any comments the Commission receives regarding costs and fees will be forwarded to the Department of Fish and Game.

**Dr. Eric Loft, Chief Wildlife Branch, Wildlife and Fisheries Division, Department of Fish and Game, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,



Jon D. Snellstrom

Associate Governmental Program Analyst

Attachment

4-26-12: Copy provided to 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 sections 200, 203, 203.1, 1002, 2118, 2120, 2122, 2127, 2150, 2150.4, 2157, and 2193 Fish and Game Code. Reference: Sections 2116, 2116.5, 2117, 2118, 2120, 2150, 2151, 2157, 2190, 2193, 2271 and 3500 of said Code, proposes to Amend Section 671.1, and Add Section 671.8, Title 14, California Code of Regulations, relating to Permits for Restricted Species and Inspection of Facilities.

**Informative Digest/Policy Statement Overview**

Existing regulations specify the conditions under which an individual or entity can lawfully possess restricted species in California. The proposed regulatory changes are needed to comport with AB 820 (Statutes of 2005) (now sections 2116-2195 Fish and Game Code). The statute and consequent regulations are intended to implement a comprehensive, self-supporting program for inspection and monitoring of restricted species facilities in California.

Recent events involving captive restricted species (a human fatality incident and separate escaped animal incidents) demonstrated the need for reconsideration, modification, and addition to the existing regulations to address issues such as escape contingency planning, public safety, and inspection.

**Proposed Regulations**

Consideration and adoption of these proposed regulations will result in the following:

**Amend 671.1**

Elimination of language that authorized a veterinarian to approve inspection and resulted in a fee waiver for permit holders.

Clarification that permitted animal facilities will require only one inspection per year, and not two.

Modification of a 10-day notification requirement in the event of the death of restricted species under permit. The Department is also proposing to modify Section 671.1 (c)(2)(N) regarding the 10 business day notification requirement for transfers, receipt, birth or death of an animal of any restricted species. Large zoos and research facilities requested a change to this section due to the regular deaths of large number of small, short-lived restricted species such as fish, amphibians, and rodents.

The Department already has a 10-day reporting requirement for elephants, non-human primates, bears, wolves, gila monsters and members of the Family Felidae when these animals are transferred, received, have a birth or death, or there is a change in a unique identification. Because this is already required for these animals, the Department is being adequately notified. Should the Department ever wish to investigate the transfer, death, receipt, or birth of the other species not required to be uniquely identified, the permittee will be required to maintain and produce such records at the facility.

The proposal also provides clarification of the appeal process and other minor editorial cleanup changes.

### **Add 671.8**

Establishes annual inspection requirements and types of inspections to be conducted. Establishes inspection options that includes defining an eligible local entity and establishing a memorandum of understanding process specifically for research entities; and depending on Commission action either would or would not include the potential for a similar ELE/MOU process for other entities.

For public notice purposes and to facilitate Commission discussion, the Department is presenting the two regulatory options (Option A and Option B) for Section 671.8 that encompass differing opinions on who may conduct inspections, and under what circumstances, for Commission consideration:

#### **Proposed Action - § 671.8. Inspection of Facilities**

This proposed new section establishes the annual inspection requirements and types of inspections to be conducted to be compliant with recent statute. The fee for inspections would be based on the number of enclosures that a facility has, using actual inspection information that the Department gained from limited testing of the method on permitted facilities.

Establishes a permitting capability that includes inspection by an eligible local entity ELE through a memorandum of understanding (MOU) process specifically, and only, for research entities such that the Department would not be inspecting those research facilities. The facilities would not be required to pay the enclosure-based inspection fee. This option allows for a five year MOU with annual renewals during that five year time period. Research entities are already subject to inspections by USDA, and have special public health related or animal care standards and accreditations that must be met for the research activities to be conducted.

The major changes would include:

a more efficient method for inspecting nonresident applicants for restricted species;

clarification and description of types of inspections (initial, renewal, amendment); and

providing for research entities to be considered ELE's and enter into an MOU with the Department for inspection purposes.

The applicant or permittee requesting ELE/MOU status would be required to pay a new ELE/MOU fee to cover the cost of administering an ELE/MOU process. The Department would not reimburse any entity that becomes an ELE.

#### **Alternative 2 - § 671.8. Inspection of Facilities**

Alternative 2 includes all of the proposed regulations plus additional regulatory language that would enable the Department to potentially authorize a restricted species applicant or existing permittee (as a trained private individual) to be an ELE for inspection purposes starting in 2015. The ELE's would then enter into an MOU with the Department that would allow for inspection of

the facilities. The applicant or permittee requesting ELE/MOU status would be required to pay a new ELE/MOU fee to cover the cost of administering an ELE/MOU process. The Department would not reimburse any entity that becomes an ELE.

Establishes permitting options so that the Department would not be inspecting those permitted facilities, and the facilities would not be required to pay the enclosure-based inspection fee. Allows for a five year MOU with annual renewals during that five year time period.

This alternative will likely receive both support and opposition as it could lead to "self inspection" which has been an issue in the past. The alternative is similar to the veterinarian inspection process which led to the requirement to change the regulations because of settlement language from a lawsuit that the Department agreed to, but it prohibits an ELE from conducting inspections of an exhibitor if that local entity is employed by, or receives compensation from, that exhibitor. However, the payment of inspection fees to the ELE does not constitute employment or compensation for purposes of this section. Compared to current conditions, the Department anticipates that, with the additional inspection fees based on a number of enclosures, there will be increased Department enforcement of inspection requirements and ensuring animal care standards are met.

The Department does not have a process where fees can be collected to be paid to an ELE and a compensation program would be administratively difficult for the Department to implement considering current contracting difficulties with private entities.

Alternative 2 would add the following elements to the regulatory package:

Requires a permit holder to enter into an MOU with the Department to avoid the inspection fees that are based on a number of animal enclosures.

Sets as the criteria for a trained private individual to be an ELE, that the individual must meet the qualification requirements for a restricted species permit as specified in Section 671.1.

Provides that the director's "Committee on the Humane Care and Treatment of Wild Animals" shall advise and assist the Department in entering into MOU's and in determining whether an MOU meets the requirements of applicable laws and regulations.

Allows the Department to grant or deny the request to become an ELE and/or obtain an MOU for justified reasons.

Prohibits an ELE from conducting inspections of an exhibitor if the ELE is employed by, or receives compensation from, that exhibitor.

Establishes January 2015 as the date that the Department would start to consider and enter into MOUs with permittees. This allows two full years for advance planning and preparation by the Department for this process.

The applicant or permittee requesting ELE/MOU status would be required to pay a new ELE/MOU fee to cover the cost of administering an ELE/MOU process. The Department would not reimburse any entity that becomes an ELE.



The Commission anticipates that this regulation will not have any effect on the overall health and welfare of California residents except to improve public safety through more thorough restricted species facility inspections. Animal escapes should be reduced with the more consistent inspection of minimum caging standards that will be implemented by the Department.

The Commission may anticipate this regulation change will have a possible effect on the environment because the animals involved are captive. Where this regulation may have some effect on the environment is in the aspect of the Department being more familiar with each facility and monitoring for violations on a regular basis. There are two possible ways captive animals could cause a problem in the environment: 1) If non-native animals escape and establish breeding populations in California; and 2) If restricted species are imported into California with a wildlife disease and the disease spreads to native wildlife. Conducting regular, consistent and thorough inspections may help to reduce the probability of either scenario.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate regulations establishing the procedures for inspections of wildlife facilities; however, the Department of Fish and Game, pursuant to Section 2150.2, Fish and Game Code, has the authority to set inspection fees and will proceed under a separate rulemaking.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in Mountainside Conference Center, 1 Minaret Road, Rooms 4 and 5, Mammoth, California, on Wednesday, June 20, 2012, at 8:30 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 June 20, 2012 at the address given below, or by fax at (916) 653-5040, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on June 18, 2012. All comments must be received no later than June 20, 2012, at the hearing in Mammoth, 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 Sherrie Fonbuena at the preceding address or phone number. **Dr. Eric Loft, Chief Wildlife Branch, Wildlife and Fisheries Division, Department of Fish and Game, telephone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.** 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. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may

preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. 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**

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 Businessmen 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. Considering the small number of permits issued over the entire state, this proposal is economically neutral to business and applies evenly to resident and nonresident permittees.

### **Results of the Economic Impact Analysis**

(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.**

The proposed regulations will identify the Department as the primary inspectors for approximately 260 Restricted Species facilities (this package does not include Research, Aquaculture or Fish inspections) in California. Currently, most of the inspections are conducted by veterinarians hired by or employed by the restricted species facility. Less work for veterinarians currently conducting these inspections may occur. It is unknown how much each private veterinarian charges restricted species permittees for inspection services but the statute (FGC Section 2150.4) requires the Department or an eligible local entity to conduct the inspections. The impacted veterinarians are generally employed otherwise and may still be employed by these facilities to conduct medical exams and other duties dealing with the health of the animals at the facility.

This regulation change will neither create new businesses in California or eliminate businesses currently doing business in this state nor expand the businesses currently doing business in this state.

The Commission anticipates that this regulation will not have any effect on the overall health and welfare of California residents except to improve public safety through more thorough restricted species facility inspections. Animal escapes should be reduced with the more consistent inspection of minimum caging standards that will be implemented by

the Department.

The Commission anticipates this regulation change will have a possible effect on the environment because the animals involved are captive. Where this regulation may have some effect on the environment is in the aspect of the Department being more familiar with each facility and monitoring for violations on a regular basis. There are two possible ways captive animals could cause a problem in the environment: 1) If non-native animals escape and establish breeding populations in California; and 2) If restricted species are imported into California with a wildlife disease and the disease spreads to native wildlife. Conducting regular, consistent and thorough inspections may help to reduce the probability of either scenario.

(c) Cost Impacts on Representative Private Person or Business

As the number of permitted persons for all Restricted Species permits is small (approximately 300 permittees statewide) the impacts are not consequential to the State. However, there will be cost impacts that a representative private person or business who is among the 300 permittees would necessarily incur in reasonable compliance with this proposed action. Fish and Game Code Section 2150.2 states the Department "shall establish fees... in amounts sufficient to cover the costs..." These costs would occur in applying for a permit and the required inspection to house restricted wild animals and subsequent maintenance if deficiencies are found. The costs will be established under a separate rulemaking by the Department of Fish and Game.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State.

Statutorily, there must be no net cost to the State. All costs, such as those incurred for application reviews, processing, issuing permits, maintaining databases, inspections, development and maintenance of a mammal registry, and other administrative or enforcement costs will be fully offset by fees paid by the regulated parties.

(e) Other Nondiscretionary Costs/Savings to Local Agencies.

The effects to local agencies are unknown at this time.

(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.

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 the affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: April 17, 2012

Sonke Mastrup  
Executive Director



Public Facilities Committee



# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director




177-12

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

May 8, 2012

TO: YUBA COUNTY PUBLIC FACILITIES COMMITTEE

FROM: Doug McCoy,  Director of Administrative Services

SUBJECT: DISCUSS REQUEST FOR PROPOSAL CONCERNING AVAILABLE AIRPORT  
PROPERTY FOR LEASE FOR A SPECIALIZED AVIATION SERVICE OPERATOR

### Recommendation:

Discuss and consider advertising a Request for Proposal related to available airport property for Specialized Aviation Service Operator.

### Background:

The Airport removed an old aircraft hangar building a couple of years ago on the main operating apron, leaving an open area for a future revenue-producing commercial aviation project.

### Discussion:

The Request for Proposal document has been written to give flexibility in the type of project proposed. A Specialized Aviation Service Operator is defined as an aeronautical business that offers a single or limited service, such as an entity engaged in aircraft support service, commercial activity support service, or in air transportation for hire. A number of individuals both on the field and off have expressed interest in the open space.

### Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The project will bring new revenue to the airport.

Attachments

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**COUNTY OF YUBA  
REQUEST FOR PROPOSAL**

**Specialized Aviation  
Service Operator  
Yuba County Airport**



**PROPOSAL DUE DATE:**

***July 2, 2012  
By 2:00 p.m. P.S.T***

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<i>Attachment D – Minimum Standards for</i> <i>Commercial Aeronautical Activities .....</i>	<i>18</i>

# NOTICE TO RESPONDENTS/CONTRACTORS

## PROJECT: SPECIALIZED AVIATION SERVICE OPERATOR

Proposals shall be received at the following:

**Yuba County Government Center  
Administrative Services  
Purchasing Division  
915 8<sup>th</sup> Street, Suite 119  
Marysville, California 95901**

Bids are due: **July 2, 2012**, no later than 2:00 p.m. PST

**General Project Description:** The following is a Request for Proposal (RFP) from qualified persons or firms interested in entering into an agreement for construction of a general aviation-type facility for a Specialized Aviation Services Activity at the Yuba County Airport (MYV) located at Arboga Road and Sky Harbor Drive in Olivehurst, California.

All project documentation and addenda will be posted online at the following address.  
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>.  
All addenda, corrections, or additional bid documents will be posted no later than 72 hours prior to bid closing. Contractors are responsible for ensuring that their proposal includes any changes or additions made by Addendum. These Addenda, if applicable, will be emailed and/or mailed to the contact provided on the attached Notice of Intent to Respond.

### Project Timeline:

<b>June 1, 2012</b>	Request for Proposal information distributed.
<b>June 1 – June 21</b>	Respondents review materials & prepare response, and submit
<b>July 2, 2012</b>	Responses to Request for proposal due to Yuba County by 2 p.m.
<b>July to August 2012</b>	County will select the top qualified Respondents who meet the requirements, and has the most advantageous proposal to the County of Yuba. The selected respondents may then be asked to make oral presentations summarizing their Proposals to County representatives by month end.
<b>August 7, 2012</b>	The County of Yuba will select partner, complete contracting process and begin work.

**Inquiries/Questions:** Inquiries or questions must be communicated as a bidder inquiry prior to June 21, 2012. Inquiries may be submitted in writing to the Department of Administrative Services Purchasing Division, 915 8<sup>th</sup> Street, Suite 119, Marysville, CA 95901 or emailed to [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us). Email is the preferred method.

All question posed will be answered in writing. These written answers will be sent to all respondents notifying the County of their intent to propose. They shall also be posted on the website as an addendum to this RFP. It will be incumbent upon the responder to check the website for any updates and clarifications. No changes will be posted less than 72 hours before the response is due.

**Insurance:** As a condition of award, the successful bidder will be required to provide insurance certificates prior to the execution of the agreement by the County as outlined in Contract Documents, Insurance Requirements Section of this Request for Proposal.

**Personnel/Subcontractors:** Respondents must identify any subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract. In addition, no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County.

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

**Contract Term and Project Expected Start Dates:** The term of the agreement resulting from this solicitation will be 5 years with two two-year extensions at the county's option. The contract is expected to start as early in 2012 as practically possible following selection. It is expected that full implementation to begin within three (3) months of contract signing.

**References:** Each bid shall contain a minimum of three (3) references (name, title, address and phone number) of whom the County may contact to verify services rendered or currently being provided. Public Agency referrals are preferable. The attached Contractor's References (Attachment B) must be completed and included in the bid.

**Implementation Plan:** A proposed Implementation Plan must be completed and included in the bid.

**General Provisions:**

- 1) The contractor must demonstrate they have the technical expertise, experience, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- 2) Part of the selection process will include a credit check and financial evaluation of the business.
- 3) Selection will be made by a County Evaluation Team. The Evaluation Team may schedule a presentation and interview with respondent's key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the respondents.
- 4) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.

**Standard Provisions**

- a) Contractor shall designate one person or representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
- b) The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently.
- c) All work performed and completed under resulting agreement is subject to the acceptance of the County or its authorized representative.
- d) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- e) Contractors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured and issue and additional insured endorsement in amounts requested by County and maintain such insurance during entire term of contract (see Minimum Standards for Aeronautical Activities).
- f) No personal responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified.
- g) The County will not be responsible for any costs incurred by a respondent in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

By submitting a bid, the Contractor acknowledges that he/she has thoroughly reviewed all bid documents as made available online at the web address indicated above. Any failure by the Contractor to acquaint himself with available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

**Access to Public Information Act Notice**

Generally, all proposals become a public record once an award has been made. A respondent shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed under the California Public Records Act, Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48.

Respondents are advised that, upon request for this information from a third party, the County is required to make a determination whether the information can be disclosed.

**COUNTY OF YUBA**

**SURVEY OF RESPONDENTS/CONTRACTORS**

In order to help us improve the quality of County proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this solicitation, please email this completed form to [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us). Comments will be read separately from your proposal and *will not have any impact* on the evaluation of your proposal.

**Project Name: Specialized Aviation Service Operator**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc.  
(Please explain in REMARKS section)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with County of Yuba is simply too complicated.  
(Please explain in REMARKS section)
- ☐ We cannot be competitive. (Please explain in REMARKS section)
- ☐ Time allotted for completion of the proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive.  
(Please explain in REMARKS section)
- ☐ Proposals requirements (other than specifications) are unreasonable or too risky.  
(Please explain in REMARKS section)
- ☐ Prior County of Yuba experience was unprofitable or otherwise unsatisfactory.  
(Please explain in REMARKS section)
- ☐ Payment schedule too slow / unreasonable.

Other: \_\_\_\_\_

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT PERSON NAME: \_\_\_\_\_

## KEY INFORMATION SUMMARY SHEET

### Specialized Aviation Services Operator Request for Proposals

**RFP Issue Date:** June 1, 2012

**RFP Issuing Office:** Administration Services

**Purchasing Administrator:** Andrea Armstrong  
Office Phone: (530) 749-7880  
e-mail: [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us)

**Proposals are to be sent to:** County of Yuba  
Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901  
Attention: Andrea Armstrong

**Project Name:** Specialized Aviation Service Operator  
Must be indicated on the Request for Proposal  
outside of the envelope

**Pre-Proposal Conference:** June 21, 2012 - 10:00 AM PST  
County of Yuba  
Government Center  
Wheatland Conference Room  
915 8<sup>th</sup> Street  
Marysville, CA 95901

**Closing Date and Time:** July 2, 2012 – 2:00 PM Pacific Standard Time (PST)

### **NOTICE OF INTENT TO RESPOND FORM**

To ensure that you receive all addendums, Conference notes and/or updates, the following information must be emailed to the Purchasing Administrator at: [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us)

All questions and inquiries must also be submitted via email to this address. All responses will be shared with all who have submitted this form as well as posted on our internet site:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Primary Contact Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_

Secondary Contact Email: \_\_\_\_\_

Secondary Contact Phone: \_\_\_\_\_

Addenda and questions/answers will be sent via email to both primary and secondary contacts.

---

**Please indicate your intent to attend the Pre-Proposal Conference scheduled for June 21:**

☐ I will be in attendance of the Pre-Proposal Conference at the County of Yuba, Wheatland Conference Room located at 915 8<sup>th</sup> Street, Marysville, CA 95901.

☐ I will not be attending the Pre-Proposal Conference.



## **Request for Proposals Specialized Aviation Service Operator Yuba County Airport**

The Yuba County Airport invites proposals from qualified persons or firms interested in entering into an agreement for construction of a general aviation-type facility for a Specialized Aviation Services Activity at the Yuba County Airport (MYV) located at Arboga Road and Sky Harbor Drive in Olivehurst, California.

A Specialized Aviation Services Activity is defined as an aeronautical business that offers a single or limited service, such as an entity engaged in aircraft support service, commercial activity support service, or in air transportation for hire services.

More specific descriptions of activities constituting Specialized Aviation Services can be found on Page 18 of Attachment D, "Yuba County Airport Minimum Standards for Commercial Aeronautical Activities," under the heading "Specialized Commercial Aeronautical Activities." Other aviation activities described in Attachment D may be considered for the operation of the constructed facility.

Photographs of the project area are attached. The previous antiquated building that was removed from this location was approximately 7,000 sq ft

### **AIRPORT LOCATION**

Yuba County Airport is located in north-central California, three miles south of central Marysville and some two miles outside of the city limits. The boundary between Yuba and Sutter counties is situated just west of the airport and Yuba City, the area's largest city, lies immediately across the county line. Two small, unincorporated Yuba County communities, Linda and Olivehurst, are located within one to two miles to the airport's north and southeast, respectively.

Automobile access to Yuba County Airport's main entrance is via Arboga Road which runs along the airport's eastern edge. State Highway 70 is situated less than a mile farther east, but connections to the airport are not on a major thoroughfare. Feather River Boulevard, another major local road, passes just to the west, but provides no direct access to the airport.

### **AIRPORT BACKGROUND**

The Yuba County Airport is a public-use general aviation facility that primarily serves not only Yuba County, but also neighboring portions of Butte, Nevada, Placer, Sacramento, and Sutter Counties. The airport is further classified by the California Aviation System Plan as a Regional-Business/Corporate facility.

The Yuba County Airport has two runways: a 6,006 foot primary runway (14-32) oriented roughly north/south; and a 3,281-foot secondary runway (5-23) aligned approximately east/west. The primary runway offers complete precision instrument approach capabilities and can accommodate the largest corporate jet aircraft. Aircraft parking and all major building area facilities are located in the southeast quadrant formed by the intersection of the two runways.

## **REQUEST FOR PROPOSAL DOCUMENTS**

Included in this solicitation are:

- Request for Proposal
- Project Area Close-up Map
- Project Area Photographs
- Airport Layout Plan with Location Identified
- Minimal Standards for Commercial Aeronautical Activities

## **INFORMATION REQUESTED**

Interested parties are invited to submit an unbound original plus three (3) copies of their response to this Request for Proposals to Administrative Services, Attn: Purchasing Dept. Suite 119, 915 8<sup>th</sup> Street, Marysville, CA 95901.

Responses shall be delivered no later than July 3, 2012, at 2:00 pm. PST

## **INSURANCE REQUIREMENTS**

The selected lessee will be required to carry throughout the term of the agreement and any extension thereto the minimum insurance limits as specified in the attached "Minimum Standards for Aeronautical Activities."

## **PROPOSAL REQUIREMENTS**

The proposal should include the following items which are consistent with the attached "Minimum Standards for Aeronautical Activities."

Provide your response including a business plan showing:

- All services that will be offered
- Building space that will be constructed/leased
- Number of aircraft that will be provided / served
- Equipment and special tooling to be provided
- Estimated number of persons to be employed
- Resume of each of the owners and financial backers
- Resume of the manager of the business, including the person's experience and background in managing a business of the type proposed.
- Provide anticipated days and hours of operation.
- Proof of amounts and types of insurance coverage; including proof of Workers Compensation Insurance.
- Most recent and completed financial statement(s).
- Three business references where Respondent has performing similar work to what is being proposed in this response. Include length of contract/relationship and types of services performed.
- Methods to be used to attract new business.
- Amenities to be provided to attract and retain business.

The proposal must be in a printed format.

## **GENERAL CONDITIONS**

1. The best responsible proponent will enter into a lease with the County of Yuba for a term to be negotiated, for the land area to be used. The County of Yuba reserves the right to reject any and all proposals.
2. The submittal of a proposal shall constitute an acknowledgment on the part of the proponent that he/she is fully aware of his/her responsibilities in making the proposal. Final terms and conditions for the lease agreement will be negotiated by the proponent and County representatives based on the proposed project.
3. The Lessee must submit the initial engineering plans within six months of an executed agreement and must further commence construction of the project within one year from the date the lease agreement is executed.
4. Yuba County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, orientation, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
5. The County reserves the right to consider or reject any and all information received in response to this Request and to include or exclude, in whole or in part, such information in a future Request for Proposals.

## **EVALUATION PROCEDURES**

Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the proposals.

The Contract resulting from this RFP shall be awarded to the Respondent that is most advantageous to the County and the Air port.

The evaluation shall consider price and other evaluation factors such as offering maximum benefit to the County Airport operation, our existing customers, and the potential for new customers.

Upon completion of all discussions and negotiations with the selected vendor , reference checks, and site visits, if any, the Purchasing Officer shall recommend award of the Contract to the responsible vendor whose proposal is determined to be the most advantageous to the County considering evaluation and price factors as set forth in this RFP. The recommendation shall be to the Yuba County Board of Supervisors who will then make the award decision; and their decision shall be final.

## **Attachment A BID CHECKLIST**

**This form must be completed and included in the bid.**

**Bids that do not contain the documents listed below will be considered non-responsive.**

- ☐ Response to the Request for Proposal
- ☐ Bid Checklist (Attachment A)
- ☐ List of References (Attachment B)
- ☐ Implementation Plan and Timeline
- ☐ Listing of Subcontractors (if any)

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

## **Attachment B**

### **LIST OF REFERENCES**

The following are the names, addresses, and telephone numbers of three (3) references for which Contractor has performed similar work within the past three years. Public Agencies are preferred. Additional information should be provided as outlined in your proposal.

1. \_\_\_\_\_  
Name and address of organization

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Type of project performed

2. \_\_\_\_\_  
Name and address of organization

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Type of project performed

3. \_\_\_\_\_  
Name and address of organization

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Type of project performed

**Attachment C**  
**MAPS OF PROJECT AREAS**

Digitized by Google

An aerial photograph showing a complex highway interchange. A multi-lane highway runs diagonally from the bottom left towards the top right. A large, dark, rectangular overpass structure spans across the highway. To the right of the overpass, a road labeled 'Sky Harbor Dr' is visible, with a '1300' marker. Further right, the 'Yuba City Airport' is partially visible. The image is high-contrast and grainy, typical of older satellite imagery.

## PROJECT AREA LOCATION



**BUILDING FACILITY LEGEND**

Symbol	Description
1	Runway
2	Taxiway
3	Grass
4	Asphalt
5	Concrete
6	Gravel
7	Water
8	Electric
9	Gas
10	Water
11	Electric
12	Gas
13	Water
14	Electric
15	Gas
16	Water
17	Electric
18	Gas
19	Water
20	Electric
21	Gas
22	Water
23	Electric
24	Gas
25	Water
26	Electric
27	Gas
28	Water
29	Electric
30	Gas
31	Water
32	Electric
33	Gas
34	Water
35	Electric
36	Gas
37	Water
38	Electric
39	Gas
40	Water
41	Electric
42	Gas
43	Water
44	Electric
45	Gas
46	Water
47	Electric
48	Gas
49	Water
50	Electric

**DRAWING LEGEND**

Symbol	Description
1	Runway
2	Taxiway
3	Grass
4	Asphalt
5	Concrete
6	Gravel
7	Water
8	Electric
9	Gas
10	Water
11	Electric
12	Gas
13	Water
14	Electric
15	Gas
16	Water
17	Electric
18	Gas
19	Water
20	Electric
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30	Gas
31	Water
32	Electric
33	Gas
34	Water
35	Electric
36	Gas
37	Water
38	Electric
39	Gas
40	Water
41	Electric
42	Gas
43	Water
44	Electric
45	Gas
46	Water
47	Electric
48	Gas
49	Water
50	Electric

**ALPHABETIC**

Symbol	Description
1	Runway
2	Taxiway
3	Grass
4	Asphalt
5	Concrete
6	Gravel
7	Water
8	Electric
9	Gas
10	Water
11	Electric
12	Gas
13	Water
14	Electric
15	Gas
16	Water
17	Electric
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35	Electric
36	Gas
37	Water
38	Electric
39	Gas
40	Water
41	Electric
42	Gas
43	Water
44	Electric
45	Gas
46	Water
47	Electric
48	Gas
49	Water
50	Electric

[illegible]

MEAD	INFORMATION	SPONSOR	DATE
YUBA COUNTY AIRPORT MARYSVILLE, CALIFORNIA			
AIRPORT LAYOUT PLAN			
100 Jackson Avenue, Suite 100 Sacramento, California 95834 (916) 447-7000 FAX (916) 447-7000			
FORM NO. 5010-108	REVISION	DATE	PROJECT
000000	00000	01/81	000000

County of Tuolumne  
State of California  
Do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Tuolumne.

## ALPHEOTES

1. Report symptoms (itchiness, redness, swelling, crusting, oozing, pain, burning, numbness, tingling, etc.) and duration of symptoms (e.g., "itching began 2 weeks ago, followed by redness and swelling of the face and neck, and oozing from the face and neck").
2. Give a list of all current and past medications (including over-the-counter and herbal products).
3. Ask about recent travel, contact with animals, and contact with plants or insects.
4. Ask about recent use of cosmetics, hair products, or hair dyes.
5. Ask about recent use of antibiotics, antifungals, or other medications.
6. Ask about recent use of topical steroids or other topical medications.
7. Ask about recent use of systemic steroids or other systemic medications.
8. Ask about recent use of immunosuppressants or other immunosuppressants.
9. Ask about recent use of chemotherapy or other cytotoxic agents.
10. Ask about recent use of radiation therapy or other radiation therapy.
11. Ask about recent use of surgery or other procedures.
12. Ask about recent use of anesthesia or other drugs.
13. Ask about recent use of contrast agents or other imaging agents.
14. Ask about recent use of blood transfusions or other blood products.
15. Ask about recent use of organ transplantation or other procedures.
16. Ask about recent use of organ donation or other procedures.
17. Ask about recent use of organ transplantation or other procedures.
18. Ask about recent use of organ donation or other procedures.
19. Ask about recent use of organ transplantation or other procedures.
20. Ask about recent use of organ donation or other procedures.

## **Attachment D**

### **MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES**

YUBA COUNTY AIRPORT

**MINIMUM STANDARDS  
FOR COMMERCIAL  
AERONAUTICAL ACTIVITIES**

Adopted  
January 8, 2008

Yuba County Board of Supervisors

Mary A. Hansen, Airport Manager  
Yuba County Airport  
1364 Sky Harbor Drive, Olivehurst, CA 95961  
530/741-6248      [www.yubacoairport.com](http://www.yubacoairport.com)

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## INTRODUCTION & PURPOSE

### POLICY

The County of Yuba being the Sponsor/Owner and in a position of responsibility for the administration of the Yuba County Airport does hereby establish the following Policy for the Minimum Standards:



The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Yuba County Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote the competition at Yuba County Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical

activity and the Yuba County Airport patrons.

### FEDERAL GRANT OBLIGATIONS

The Federal Aviation Administration (FAA) contends that it is the prerogative of the airport Sponsor/Owner to impose Rules and Regulations for the operation and use of the airport and Minimum Standards for those wishing to engage in providing public, private, or commercial aeronautical service at the Yuba County Airport or within the Airport Operational Area. Grant obligations involve several distinct requirements. The following issues are most often referred to in lease negotiations:

1. Airport Use and Availability – The Sponsor/Owner of any airport developed with Federal grant assistance is required to operate it for the use and benefit of the public to make it available to all types and kinds of aeronautical activity on fair and reasonable terms and without unjust discrimination.
2. Terms Imposed on FBO's and Airport Users – The terms imposed on those who use the airport and its services, including rates and charges, must be fair, reasonable, and applied uniformly without unjust discrimination, whether by the Sponsor/Owner or an FBO, who has been granted rights to offer services or commodities normally required at an airport. Furthermore, each FBO at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBO's making the same or similar uses of such airport using the same or similar facilities.
3. Negotiation is Key – It is ultimately the airport Sponsor/Owner's responsibility under Federal obligations to make the airport as self-sustaining as possible. It is also the airport Sponsor/Owner's responsibility to ensure that the rates and charges are fair and uniformly applied.

The FAA fully supports the early development and continual updating of both the Airport Rules and Regulations and the Minimum Standards.

## PURPOSE

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at Yuba County Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe, or inadequate service.

The adoption and enforcement of such standards ensures that the Operator is reasonably fit, willing and able to discharge both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, the aviation users, and the public.

The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, so established and applied, promote economic stability by discouraging unqualified applicants and foster the level of services desired by the public.

The Minimum Standards:

- ➔ Establish a template for safe tenant operations
- ➔ Minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical activities and users
- ➔ Address environmental liability
- ➔ Assure that prospective tenants are treated equally and without unjust discrimination
- ➔ Maintain compliance with federal and state grant assurances
- ➔ Establish basis for business plan
- ➔ Avoid conflicts and relieve political pressures

## APPLICABILITY

Operators currently providing Activities without an Agreement or a Commercial Aviation Permit with the County will have six (6) months from the date of adoption of these Minimum Standards to become compliant with these Minimum Standards. These Minimum Standards shall apply to any new Agreement or any amendment of any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities.

## DEFINITIONS

As used in these Minimum Standards, the following terms shall have the following meanings:

**Air Cargo Operator.** An Air Cargo operator is an entity that provides the carriage of property and operates under the appropriate FAR and operates aircraft in accordance with the weight limitations established for the Airport.

**Air Charter Operator.** An Air Charter operator is an entity that provides on-demand non-scheduled passenger services and operates under the appropriate FAR (14 CFR Part 135 for common carriage or 14CFR Part 125 for private carriage) with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

**Aircraft,** means any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air.

***Aircraft Maintenance***, means the repair, adjustment or inspection of aircraft.

Major repairs include major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43.

Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

***Aircraft Sales Facility***, means an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

***Airframe and Power Plant Repair Facility***, means an entity operating under FAR Parts 63 and 91, or Part 145, and/or certified as an FAA Repair Station, as applicable, and providing one or a combination of airframe and power plant repair services. This category of services includes the sale of aircraft parts and accessories.

***Airport***, means the Yuba County Airport, its buildings and facilities, all lands owned by the County of Yuba contiguous to the Airport, including airspace above such land and the designated approaches thereto.

***Airport Purpose***, means any authority action, undertaking or development that is consistent in maintaining the non-certificated status of the Airport and preserving the Airport funding category as a "Reliever Airport" serving general aviation users. The Airport Purpose does not include scheduled passenger services.

***Airport Operating Area (AOA)***, means the ramp, apron and taxilane system that is typically not controlled by air traffic control.

***Apron***, means those paved areas of the Airport within the AOA designated by the Airport for the loading and unloading of passengers, servicing, or parking of aircraft.

***Avionics and Instrument Repair Facility***, means an entity engaged in the business of, and providing a facility for the repair of aircraft radios and electrical systems, instruments and other accessories for aircraft. This category of services includes the sale of aircraft parts and accessories of the type repaired.

***CFR***, means Code of Federal Regulations, of which Title 14 applies to Aeronautics and Space. The Federal Aviation Regulations (FAR) are a component thereof.

***Commercial Aeronautical Activity***, means any activity which involves, makes possible, or relates to the operation of aircraft, the purpose of such activity being to secure earnings, income, compensation or profit, whether or not such objective(s) is accomplished. However, Commercial Aeronautical Activity at the Airport shall not include any activity which is contrary to the Airport Purpose. Commercial Aeronautical Activities are specifically defined in the Airport Rules and Regulations.

***Commercial Aviation Permit (CAP)***, means the legal agreement between the Airport and an individual or entity providing a commercial aeronautical activity that grants permission to perform such activity on or from the Airport property, whether directly or indirectly related to aviation activities or aeronautical activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

**County,** means the County of Yuba.

**Development Guidelines,** means any County-approved guidelines governing the development on the Airport.

**DOT,** means Department of Transportation.

**Entity,** means a person, firm, corporation, or partnership.

**Equipment,** means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.

**Exclusive Right,** means the power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. *The granting of an exclusive right to conduct a commercial aeronautical activity on an Airport developed by or improved with federal funds is expressly forbidden by law.*

**FAA,** means Federal Aviation Administration.

**FAR,** means Federal Aviation Regulation.

**Fixed Base Operator (FBO),** means an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales/rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services.

**Flight Training/Aircraft Rental Facility,** means an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of aircraft to the public.

**General Aviation,** means that portion of civil aviation that encompasses all facets of aviation except scheduled air carriers.

**Hazardous Material,** means any hazardous or toxic substance, material or waste which is, or becomes regulated, by any local government authority, the State of California or the United States Government. The term *Hazardous Material* includes without limitation, any substance that is (a) defined as a *hazardous substance* under appropriate state law provisions; (b) petroleum; (c) asbestos; (d) designated as *hazardous substance* pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (e) defined as *hazardous waste* pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (f) defined as a *regulated substance* pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

**Improvements,** means all buildings, structures and facilities including pavement, fencing, signs, and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its building and constructions standards. All permits required for the improvements must be obtained prior to construction.



**Lease,** means a contractual agreement between the County and an entity granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.

**Master Plan,** means an assembly of appropriate documents and drawings covering the development of the airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City, a copy of which is on file and available for inspection in the airport manager's office.

**Minimum Standards for Commercial Aeronautical Activities,** otherwise referred to as "Minimum Standards," means those qualifications, standards, and criteria set forth as the minimum requirements established as a condition for the right to engage in commercial aeronautical activities at the Airport, and as they may be amended from time to time.

**Operator,** means a person, firm, corporation, partnership that leases a facility or facilities at the Airport for the purpose of engaging in commercial aeronautical activities or related services. Included are sub-lessees and those who otherwise operate from a facility or facilities such as Mobile Aircraft Support Service operators.

**Principals,** means for Corporations all directors, officers, and stockholders holding more than 10% of the company stock; means for Partnerships all general and limited partners.

**Property,** means anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, or the permanent improvements on it, and "personal property," which is everything else.

**Ramp,** means a paved area suitable for aircraft parking.

**Regulatory Measures,** means Federal, state, and county laws, codes, ordinances, policies, rules and regulations, all as may be in existence, hereafter enacted, and amended from time to time.

**Repair Facility,** means a facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

**Rules and Regulations,** means those rules and regulations governing the operations of the airport, properly adopted by ordinance of the County Board of Supervisors, and as may be amended from time to time.

**Self-Fueling,** means the fueling of an aircraft by the owner of the aircraft or the owner's employees using the owner's equipment.

**Self-Service Fueling,** means dispensing fuel into an aircraft using a commercial self-service aircraft fueling station.

**Sublease,** means a lease granted by a lessee to another entity of all or part of the property.

**Tie-down,** means the area, paved, or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

**Weight Limitations,** means the maximum allowable weight limits established for the Airport relating to the maximum operating weight of any aircraft. The weight limitations at Yuba County Airport are 75,000 pounds for single-wheel loads, 100,000 pounds for dual-wheel loads, and 150,000 pounds for dual-tandem wheel gear.



## GENERAL REQUIREMENTS AND STANDARDS

### WRITTEN AGREEMENT WITH THE COUNTY OF YUBA

Prior to commencement of an operation, the Operator will be required to enter into an agreement with the County of Yuba. Such agreement will recite the terms and conditions under which the business will be operated on the Airport, including, but not limited to, the term of the agreement, the rentals, fees and charges, the rights and obligations of the respective parties understood, therefore, that neither conditions therein contained nor those set forth in these Minimum Standards represent a complete recitation of the provisions to be included in the written agreement. Such provisions, however, will neither change nor modify the Minimum Standards nor be inconsistent therewith.

### GROUND SPACE, FACILITIES & ACCOMMODATIONS

The Operator shall lease, sublease, and/or construct sufficient ground space, facilities and accommodations for the proposed commercial aeronautical activity. The Operator must provide copies of subleases to the County and receive prior approval for the business proposed before finalizing a sublease arrangement. The following are basic requirements:

- A full description and drawing of the location of the ground space, facilities, and accommodations to be utilized solely for the Operator's proposed commercial aeronautical activity. The Operator must identify the location of its aircraft parking and staging areas, customer lounges, vehicle parking areas, and restrooms.
- The ground space shall include paved access to the Operator's office and paved aircraft apron with tie-down or hangar facilities within the leased area sufficient to accommodate the activities being performed. Ground space shall also include sufficient space for automobile parking.
- The facilities and floor space allotments shall include office and customer lounge facilities. These facilities must be properly heated, ventilated, cooled and lighted.
- The public accommodations shall include telephones for customer use, restrooms, sufficient on-site customer and staff auto parking spaces, and handicap access in accordance with any federal, state and local regulations.
- The Operator shall maintain all pavement constructed by the Operator in good condition. The maintenance of building(s), utility costs, and trash removal shall be the Operator's responsibility. Landscaping and the maintenance of security fences and access gates within the Operator's leased premises shall be the Operator's responsibility.
- For construction of new facilities, the Operator will be subject to the same standards for development as are contained in the County of Yuba Building Code, Fire Code, and the Planning and Zoning Code. All construction plans must be submitted to the County for approval prior to modification or construction of any building, hangar, or other facility on leased premises.
- The business and construction activities of the Operator shall be done in such manner as to avoid the dispersion of foreign object debris on the airfield.

- Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including, without limitation, Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

## **LICENSES AND CERTIFICATIONS**

The Operator shall comply with all federal, state, county and/or municipal laws and regulations concerning its proposed operation and, if requested, provide copies of all pertinent permits, licenses and certifications.

## **PERSONNEL**

The Operator shall have in his employ and on duty during operating hours, trained personnel in such number as are required to meet the Minimum Standards and Specific Requirements set forth herein. The Operator shall also provide a responsible person on the leased premises to supervise the operations during all business hours.

All personnel are required to hold appropriate Federal Aviation Administration Certificates and ratings. The person managing the Operator's activities shall have sufficient experience managing a comparable activity to that proposed on the qualified and authorized to represent and act for and on behalf of Operator during all hours of activities with respect to the method, manner, and conduct of the Operator and Operator's activities. When such responsible person is not on the leased premises, such individual shall be immediately available by telephone or pager. The Operator shall have in its employ, on duty, and on premises during hours of activity, properly trained, qualified and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner.

## **AIRCRAFT LEASEBACK, SUBLEASE, OR OTHER AIRCRAFT OPERATING AGREEMENTS**

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial activity between an aircraft owner/operator and other parties operating at the Airport shall conform to the standards stipulated for the respective aeronautical activities being performed under the subject agreement.

All aircraft leases, leasebacks, subleases or other aircraft operating agreements involving commercial aeronautical activity at or from the Airport shall include the following: "this agreement shall not violate the Minimum Standards for Commercial Aeronautical Activities as set by the County of Yuba nor shall this instrument be used for the purpose of evading any of the Yuba County Airport Rules & Regulations."

## **INSURANCE**

The Operator shall procure, maintain, and pay premiums during the term of the agreement for insurance of the types and the minimum limits set forth in the specific requirements for the respective commercial aeronautical activities. The insurance company writing the required policy or policies shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

All insurance which the Operator is required to carry by the County and keep in force shall include the County of Yuba, its officers, officials, employees and volunteers as additional insureds with respect to liability arising out of the premises owned, occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the County of Yuba, its officers, officials, employees or volunteers.

The Operator shall furnish the County of Yuba with original Certificates of Insurance and endorsements affecting the applicable insurance coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All applicable Insurance certificates and coverages shall be received and approved by the County prior to any construction and/or prior to the Operator's entry upon the Airport for the conduct of its business.

**Disclosure Requirement:** All Operators conducting rental, sales, or flight training shall post a notice and incorporate within their rental agreements the coverages and limits provided to the student or renter by the Operator, as well as a statement advising that additional coverage is available to such student/renter through the purchase of an individual non-ownership liability policy. The Operator shall provide a copy of such notice to the Airport Manager.

### **FBO FUELING**

Although fueling activities performed by a Fixed Base Operator/Full Service are subject to the following standards, the standards are also typically contained as covenants in the FBO's ground lease agreement and may include additional provisions.

### **SELF-FUELING**

Any Operator desiring to self-fuel as a stand-alone Operator or an Operator involved in any commercial aeronautical activity that would not otherwise qualify as a Fixed Base Operator/Full service, shall apply for a Self-Fueling Permit.

Issuance of the permit to the Operator (permittee) is based on the conformance with the following standards:

Self-fueling shall be limited to permittee's own use in aircraft owned by permittee and shall only be conducted on paved apron areas leased or subleased by permittee. The paved areas shall be of a size to permit proper aircraft storage, service, and access to the taxiway/runway system, adequate to satisfy the number of aircraft owned by the permittee. Such services may only be provided by a direct employee of the Aircraft Operator utilizing the vehicles and equipment owned by the Operator. Otherwise, Aircraft Operators are only permitted to have their aircraft fueled, washed, or repaired by those Operators and Lessees authorized to provide such service pursuant to an Agreement with the County.

Self-fueling activities shall be in compliance with all applicable federal, state, and local laws, regulations and codes, and shall be subject to inspection and approval by Airport, Fire Marshal and other local government inspectors having jurisdiction. Operators shall provide to the Airport Manager copies of fuel spill and fire emergency plans and procedures for review and approval. All personnel conducting fueling operations on permittee's premises shall attend safety and training programs which are subject to approval by the Airport and/or the Fire Marshall.

### **FUEL FLOWAGE FEE**

Any entity permitted to dispense fuel on the Airport, including self-fueling permit holders, shall pay a fuel flowage fee that has been established in the Airport Rates and Charges fee schedule, as revised from time to time and approved by Board Resolution, and submit monthly fueling activity reports to the Airport Manager. The FBO or permittee shall maintain liability insurance with coverage for products and completed operations with limits of not less than \$25 million per occurrence. The FBO or permittee shall enter into an agreement with the fuel supplier to guarantee the direct payment of the fuel flowage fee to the County immediately following each delivery of any aviation fuel product by the supplier. The fuel supplier shall provide a copy of the delivery receipt or bill of lading, showing the gravity-corrected and recalibrated net quantity, of which the fee shall be paid within 15 days from the date of delivery.

### **MOTOR VEHICLES ON AIRPORT**

The Operator will control the transportation of pilots, flight crews, and passengers to and from the Operator's facility or office to the Operator's apron and/or tie-down areas. The Operator performing this service with motor vehicles driving on the AOA shall do so only in accordance with the Yuba County Airport Rules & Regulations.

Any Operator using service vehicles on the AOA in the support and conduct of its business shall procure and maintain automobile liability insurance with a coverage of not less than \$1,000,000 per accident for bodily injury and property damage, naming the County as additional insured.

### **COMMERCIAL USE PERMIT & FEE**

All Operators engaged in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section as well as the minimum standards applicable to the Operator's activities, as set forth in subsequent sections.

Any Operator not being in possession of a valid ground lease agreement or having entered into a month-to-month lease with the County shall obtain a Commercial Aviation Permit and pay an annual fee. The fee applies to sublessees and subtenants of Operators having leases with the County and shall be due on the first day of July of every year. The fee is subject to adjustment as specified from time to time by resolution of the Yuba County Board of Supervisors.

The Permit authorizes the conduct of business on the Airport and assures that each business maintains liability insurance in accordance with these Standards and may be amended from time to time. Certificates of Insurance required and set forth by these minimum standards for each Activity shall be delivered to the County upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction.

### **OTHER RATES & CHARGES**

The Operator shall pay any applicable rates and charges as set forth by resolution of the Yuba County Board of Supervisors and any special districts assessments placed on airport property. Pursuant to the Airport Rates and Fees (as specified in Administrative Services Code Section 13.00.030) and any subsequent amendments thereto as authorized by the Board of Supervisors, a landing fee for commercial aircraft operations is assessed. The fee only applies to non-based general aviation aircraft engaged in commercial activities, e.g., air taxi, charter or cargo operations conducted under FAR Part 121 and Part 135 or other

applicable FAR's based on maximum certified gross landing weight. Only revenue-producing operations are subject to the landing fee. Landings of aircraft that are based at Yuba County Airport through a written tie-down or hangar lease agreement with the County or the Lessee are exempt from the fee. Further exempt from the fees are landings conducted by military and federal government aircraft as well as landings performed due to in-flight emergencies, maintenance and training.

## **ENVIRONMENTAL**

Any FBO, person, party, firm, or corporation operating on the Yuba County Airport must comply with the Yuba County Airport Storm Water Pollution & Prevention Plan (SWPPP), and any additional federal, stated, or local environmental requirements, as applicable.

## **EXCLUSIVE RIGHTS**

As defined by the FAA in its grant assurances, "Exclusive Right" means the power, privilege or other right excluding or preventing another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. *The granting of an exclusive right to conduct a Commercial Aeronautical Activity on an Airport developed by or improved with federal funds is expressly forbidden by law.* If the FAA determines that any provision of these Minimum Standards, Agreement, or a practice constitutes a grant of prohibited Exclusive Right, such provision or practice shall be deemed null and void and/or such practice shall be discontinued immediately.

## **MULTIPLE SPECIALIZED ACTIVITIES**

When more than one Activity is conducted at the Airport by a single Operator, the applicable minimum standards for the Operator shall be determined by the Airport Manager and shall be based upon the most stringent requirements for each of the Activities to be undertaken by the Operator.

## **FLYING CLUBS**

Flying clubs are nonprofit entities organized for the express purpose of providing its members with any number of aircraft for their personal use and enjoyment only. Aircraft must be vested in the name of the club or owners on a pro-rata share. The club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft. A flying club qualifies as an individual under the grant assurances and, as such, has the right to fuel and maintain the aircraft with its members. The airport owner has the right to require the club to furnish documents such as insurance policies, and maintain a current list of members as reasonably necessary to ensure that the club is a nonprofit organization rather than an FBO masquerading as a flying club.

## STANDARDS BY SERVICE TYPE

Various types of Fixed Base Operators are permitted to operate at the Yuba County Airport. They include the following:

- Fixed-Base Operator / Full Service
- Airframe and Power Plant Repair
- Avionics and Instrument Repair
- Air Charter
- Air Cargo
- Flight Training/Aircraft Rental
- Aircraft Sales
- Specialized Commercial Aeronautical Activities

A qualified applicant may establish a fixed base operation at the airport if any one or any combination of the above basic services are provided, including maintenance and repair commensurate with the type of service offered. Examples of each type follows.

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### **FIXED-BASE OPERATOR (FBO) / FULL SERVICE**

A Fixed Base Operator (FBO) is an entity which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales/rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services. For the purpose of these Minimum Standards, an FBO listed shall provide full fuel and line services to all based and transient general aviation aircraft. Minimum Standards for an FBO not providing full services, but engaged in one or in a combination of the aforementioned aeronautical activities are listed following this activity.

The FBO shall provide ground space, facilities, and accommodations sufficient for each of its permitted activities.

#### **SCOPE OF SERVICE**

**Aircraft** – Reference the appropriate sections following for the aircraft requirements for flight training, aircraft rental, aircraft sales, air cargo, and air charter.

**Environmental** – The FBO shall have a written Spill Prevention Contingency and Control Plan that meets Regulatory Measures for fuel storage facilities. FBO shall be liable and indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel. Ensuring the quality of the fuel is the responsibility of the FBO.

**Equipment** – In regards to Airframe and Power Plant repair activities, the FBO shall provide suitable tugs, tow bars, jacks, dollies and other equipment, supplies and parts equivalent to that required for certification by the FAA as an Approved Repair Station.

**Motor Vehicles** – The FBO shall provide aircraft-to-lounge ground transportation for transient passengers and pilots.

**Personnel** – The FBO shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed for each activity. Reference the appropriate sections for



the personnel requirements for flight training, aircraft rental, aircraft sales, air cargo and air charter. The FBO shall have a line or customer service employee on duty at all times during operating hours.

**Rates and Charges** – The rates and charges for aircraft parking and tie-downs shall be determined by the Yuba County Board of Supervisors and are subjected further to the requirements that all rates and charges shall be reasonable and be equally and fairly applied to all users of its services. All rates and charges will be filed with the Airport Manager.

**Subleases** – The FBO may sublet a portion of the principal buildings and facilities for the purpose of assisting FBO in the full utilization of its fixed base operation. The FBO is required to provide to the County within ten (10) days of execution a copy of any sublease for building or hangar space to another entity to provide one or more commercial aeronautical activities.

The FBO shall include in any such sublease covenants and assurances from the sublessee regarding compliance with the applicable minimum standards and airport rules and regulations. The commercial aeronautical activities and business purpose shall be clearly stated in the sublease and the sublessee shall be limited to those aeronautical activities. The FBO shall further specify that the operation is under the direct supervision and guidance of the FBO and subject to the terms and conditions of the ground lease in effect between the FBO and the County.

The FBO shall be required to carry public liability insurance for all sublessees or provide a certificate of insurance naming the County of Yuba and sublessee as additional insured. Any entity subleasing FBO space is subject to payment of an annual Commercial Use Permit fee as set by the Yuba County Board of Supervisors.

**Taxes and Assessments** – The FBO shall, at its expense, pay all taxes and assessments against any building or other structure and personal property on the premises.

#### REQUIRED ACTIVITIES

**Airframe and Power Plant Repair** – Aircraft airframe and power plant repair services shall be provided by FAA approved personnel. The minimum requirements are contained further in these standards.

**Hangar Keeping** – Hangar facilities shall be provided for the storage and maintenance of aircraft, and the FBO shall provide adequate hangar space to the public to accommodate both based and transient aircraft.

**Fueling** – The FBO shall make satisfactory arrangements with a recognized aviation fuel distributor for the delivery of fuels and oil in such quantities to meet the requirements set forth herein. Fuel flowage fees as set forth by resolution of the Yuba County Board of Supervisors, and as revised and approved from time to time, shall be paid to the Airport Manager monthly for all fuel dispensed by FBO.

Fuel and into-plane delivery of aviation fuels shall be provided by the FBO seven days a week, and between the hours of 8:00 am and 5:00 pm. The FBO shall be able to extend/adjust these operating hours if customers so demand. The FBO shall provide mobile fuel dispensing equipment capable of safe and efficient servicing of all types of general aviation aircraft. All above ground fuel storage tanks shall be installed according to current regulations and shall be subject to approval by the Olivehurst Fire Department and the Yuba County Office of Emergency Services.

The FBO shall maintain current fuel reports on file and make available for auditing at any time by the Airport Manager.

**Line Service** – Involves buying, storing, selling, and furnishing of aviation fuels and oils to third parties. Line service, including oxygen and nitrogen, facilities to clean and deodorize aircraft toilets and clean both the interior and exterior of aircraft, Unicom, telephone and radio contact to and with service personnel. Line service further includes providing potable water, power starts, ground power, aircraft marshalling, towing, staging and parking, and reservations/arrangements for catering, hotel, rental car, taxi, and limousine services. The FBO shall provide initial and recurrent line service training and certification to all line personnel.

**Concessions** – Lounge, food and beverage service, including vending machines, catering service and packaged liquor for restocking of aircraft galleys.

**Ground Transportation** – Car rental and other ground transportation services, automobile parking and automobile and other ground support, support equipment and rental automobiles.

### **AIRFRAME AND POWER PLANT REPAIR**

An Airframe and Power Plant Repair Facility Operator is an entity operating under FAR Parts 63 and 91, or Part 145, and/or certified as an FAA Repair Station, as applicable, and providing one or a combination of airframe and power plant repair services. This category of services includes the sale of aircraft parts and accessories.

In addition to the general requirements that apply to all FBOs, the following minimum requirements must be met:

#### **SCOPE OF SERVICES**

**Equipment** – The Operator shall provide suitable tugs, tow bars, jacks, dollies and other equipment, supplies and parts as necessary to perform the proposed operations, or that required for certification by the FAA as an approved Repair Station.

**Licenses & Certifications** – If the Operator applies to the FAA for Repair Station Certification under FAR Part 63 and Part 91, evidence of such application shall be submitted to the County.

If the Operator proposes to engage in the overhaul and repair of turbine power plants, FAR Part 145 Certification must be acquired within six months of initiation of operation and a copy must be filed with the Airport Manager.

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed.

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### **AVIONICS AND INSTRUMENT REPAIR**

An Avionics and Instrument Repair Facility Operator is an entity engaged in the business of, and providing a facility for the repair of aircraft radios and electrical systems, instruments and other accessories for aircraft. This category of services includes the sale of aircraft parts and accessories of the type repaired.

In addition to the general requirements that apply to all FBOs, the following minimum requirements must be met:

#### **SCOPE OF SERVICE**

**Licenses & Certifications** – The Operator shall have a FAR Part 145 Certificated Radio Repair Station for Class 1 and 2 radio repairs. Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed.

**Operating Hours** – The Operator shall provide service in this category at least eight hours daily, five days a week. During non-operating hours, the Operator shall post or make otherwise known a telephone number or other contact provisions to permit an emergency call out.

**Personnel** – The Operator shall employ sufficient personnel who are appropriately rated by the FAA for the work being performed and who hold airframe, power plant, or aircraft inspection ratings. The Operator shall have an employee in the office at all times during the required operating hours.

#### **AIR CHARTER**

An Air Charter Operator is an entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

#### **SCOPE OF SERVICE**

**Aircraft** – The Operator shall have available for charter, either owned or under written lease to the Operator, at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

**Licenses & Certifications** – The Operator shall obtain FAA certifications under one or more of FAR 91, 121, 125, 135 and 137. The Operator shall provide evidence of any certification approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA or DOT may require or adopt that are pertinent to this category.

**Operating Hours** – The Operator shall have its services available to meet the public demand for this category at least eight hours per day, five days each week.

**Personnel** – The Operator shall have in its employ a sufficient number of qualified Commercial or Airline Transport rated pilots. If the Operator occupies an office, at least one employee shall be provided in the office at all times during the required operating hours. Otherwise, a telephone number or other contact provisions shall be provided to permit employee call-out during operating hours.

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#### **AIR CARGO**

An Air Cargo Operator is an entity that provides the carriage of property under the appropriate FAR and operates aircraft that are within the weight limitations established for the airport.

#### **SCOPE OF SERVICE**

**Aircraft** – The Operator shall have available for cargo transport, either owned or under written lease to the Operator, at least one aircraft or helicopter, which must meet the requirements of the appropriate FAR Certificate held by the Operator.

**Licenses & Certifications** – The Operator shall have and provide evidence of the appropriate FAA and DOT certifications and approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA or DOT may require or adopt that are pertinent to this category.

**Operating Hours** – The Operator shall have its services available to meet the public demand for this category.

**Personnel** – The Operator shall have in its employ a sufficient number of qualified pilots.

#### **FLIGHT TRAINING/AIRCRAFT RENTAL**

A Flight Training/Aircraft Rental Facility Operator is an entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of aircraft to the public.

#### **SCOPE OF SERVICE**

**Aircraft** – The Operator shall have available for use in flight training, either owned or under written lease to the Operator, at least one certificated and currently airworthy aircraft or helicopter.

**Licenses & Certifications** – The Operator shall conduct the flight school activities under FAR Part 61 or Part 141. If the Operator is a FAR Part 141 approved flight school, the Operator shall provide evidence of such FAA certification.

**Operating Hours** – The Operator shall have its premises open and services available to meet the public demand for this category at least eight hours per day, six days each week.

**Personnel** – The Operator shall have in its employ sufficient flight and ground instructors who meet the standards expressed under FAR Part 91 or Part 141. If renting aircraft, the Operator shall have in its employ a person or persons having current flight instructor ratings. The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

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#### **AIRCRAFT SALES**

An Aircraft Sales Facility Operator is an entity engaged in the sale of new or used aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet or warranty on new or used aircraft sold by it.

### **SCOPE OF SERVICE**

**Aircraft** – The Operator shall provide or have available sufficient aircraft of each model offered for sale, for the purpose of demonstration.

**Operating Hours** – The Operator shall have its premises open and services available to meet the public demand for this category at least eight hours per day, six days each week.

**Personnel** – The Operator shall employ, or have available on call, a sufficient number of pilots with appropriate ratings, who shall be current in all models to be demonstrated. The Operator shall provide at least one employee in the facility office at all times during the required operating hours.

**Spare Parts** – The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges is granted.

**Warranty Repairs & Services** If the Operator is FAA rated to perform warranty repairs and services and has adequate facilities to perform such work, such repairs and services shall be required. Otherwise, the Operator selling aircraft with guarantee or warranty assurances shall be obligated to arrange for proper repair and service of those aircraft.

### **SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES**

A **Specialized Commercial Aeronautical Activity** is an entity engaged in *aircraft support service, commercial activity support service, or in air transportation for hire* for the purpose of providing the use of aircraft for the activities listed below:

**Aircraft Support Services** – are defined as aircraft, engine or accessory maintenance (for example, washing, painting, upholstery, magneto repairs, etc.) or other miscellaneous activities directly related to aircraft support. Mobile Aircraft Support Services operations might be permitted for aircraft washing, detailing, or other uncommon specialized activities.

**Commercial Activity Support Services** – are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

**Air Transportation for Hire** – are defined as non-stop sightseeing flights (airplane or helicopter flights that begin and end at the Yuba County Airport and are conducted within 25 statute miles of Yuba-Sutter Counties; aerial photography or survey; fire fighting; power line, underground cable or pipeline patrol; banner towing, crop dusting or any other miscellaneous activities directly related to air transportation service ( for example, flight instruction provided in student-owned or rented aircraft, or helicopter operations in construction or repair work).

### **SCOPE OF SERVICES**

**Aircraft** – When required by the nature of its operation, the Operator shall provide and have based on its leasehold, either owned or under written lease to lessee, at least one aircraft which will be airworthy, meeting all FAA requirements and applicable regulations of the State of California with respect to the type of activity performed.

**Environmental** – Operators providing services involving aircraft maintenance, washing or painting, crop dusting, aerial application, or other commercial use of chemicals and cleaners shall comply with the local rules and regulations and the requirements of the Yuba County Airport's Storm Water Pollution & Prevention Plan (SWPPP).

**Licenses & Certifications** – The Operator shall have and provide evidence of all Federal, State, and local certificates, permits, etc., required for the activity.

**Operating Hours** – The Operator shall provide, by means of an office and telephone, a point of contact for the public desiring to utilize the Operator's services.



## INSURANCE FOR COMMERCIAL AERONAUTICAL ACTIVITIES

**In addition to the general requirements for commercial aeronautical activities, the following minimum requirements must be met:**

Operator shall procure and maintain for the duration of the ground lease, sublease, or occupancy of the leased premises insurance against claims for injuries to persons or damage to property which may arise from, or in connection with the Operator's operation, use of the Premises or this Lease, which shall be acceptable to the County's Risk Manager. The cost of such insurance shall be borne by the Operator.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Property Insurance against all risks of loss to any tenant improvements or betterments, including flood and earthquake.

### Minimum Limits of Insurance

Operator shall maintain limits no less than:

1. General Liability: \$1,000,000 (\$3,000,000 if Full Service FBO) 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. Coverage shall include but not be limited to: blanket contractual; products/completed operations; hangarkeepers liability, and broad form property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County's Risk Manager.

### Other Insurance Provision

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The County of Yuba, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Premises owned,



occupied or used by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the County of Yuba, its officers, officials, employees, agents or volunteers.

2. The Operator's insurance coverage shall be primary insurance as respects the County of Yuba, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County of Yuba, its officers, officials, employees, agents or volunteers shall be excess of the Operator's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the County of Yuba, its officers, officials, employees, agents or volunteers.
4. Coverage shall state that the Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be sus-pended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County of Yuba.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California.

#### Verification of Coverage

Operator shall furnish a copy of these requirements to Operator's insurance agent. The agent shall furnish the County's Risk Manager with Certificate(s) of Insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying the Operator maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received and approved by the County of Yuba before Operator takes possession, or begins work on the Premises. The County of Yuba may for any reason require the Operator to provide complete, certified copies of all required insurance policies effecting the coverage required by these specifications. Operator, or its insurance agent, shall furnish County with evidence of insurance 30 days prior to expiration of the current certificate(s).

## MINIMUM REQUIREMENTS FOR A BUSINESS PLAN

Following are the minimum requirements necessary for a business plan submittal:

1. All services that will be offered
2. Amount of land desired to lease
3. Building space that will be constructed or leased
4. Number of aircraft that will be provided
5. Equipment and special tooling to be provided
6. Number of persons to be employed
7. Short resume of each of the owners and financial backers
8. Short resume of the manager of the business (if different than above), including the person's experience and background in managing a business of this type
9. Provide days and hours of operation
10. Amounts and types of insurance coverage to be maintained
11. Evidence of the projections of the first year and the succeeding years of operation
12. Methods to be used to attract new business (advertising and incentives)
13. Amenities to be provided to attract business
14. Plan for physical expansion, if business should warrant such expansion



Land Use and Public Works Committee



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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**PLANNING**  
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**PUBLIC WORKS • SURVEYOR**  
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**FINANCE AND ADMINISTRATION**  
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**To:** Yuba County Land Use & Public Works Committee

**From:** Kevin Mallen, CDSA Director

**Date:** May 8, 2012

**Subject:** Deferral and Waiver of Certain Impact Fees

### **Recommendation:**

Adopt the attached Ordinance amending Chapter 13.80, Deferral and Waiver of Certain Impact Fees.

### **Background:**

In August of 2008 the Board adopted Chapter 13.80, Deferral of Certain Impact Fees (see attached copy of Chapter 13.80) in response to the sudden reduction in building permits. The intent of the deferral is to encourage continued development of new residential and nonresidential buildings by deferring certain impact fees that were previously required to be paid at issuance of a building permit. This Chapter does not address the rates or areas of applicability of impact fees, just the timing of payment.

For single family residential permits the deferral requires the payment of fees prior to final inspection and for multifamily residential and nonresidential more flexibility was given with the payment being allowed on a pro rate share based on the portion of the development requesting final inspection.

In May of 2010 the Board adopted an amendment to the Ordinance extending the expiration date from June 30, 2010 to June 30, 2012.

One of the fees deferred as part of the Ordinance is the PLSP/NASA Road Improvement Fee. This fee as the name implies is collected from new homes and businesses within the Plumas Lake/North Arboga areas to construct road improvements to handle increased traffic as these areas grow. In order to keep the improvements at a pace that would reduce traffic congestion, the fee consists of a base fee that would cover all the anticipated road improvements upon completion of all the homes, as well as an Advance Funding Charge (AFC) that is essentially a loan from the initial homes that is to be repaid in later years by the last homes paying the fee.

**Discussion:**

Since August of 2008 hundreds of building permits have been issued utilizing the new deferral process with great success. However, the recovery of the economy appears to still be in a delicate stage and not in a position to bounce back to a pre-recession pace of land development anytime soon.

Staff is recommending that the expiration of the deferral ordinance be extended from June 30, 2012 to June 30, 2014 as well as adding the waiver of one particular fee during this period to help further stimulate development. The one impact fee proposed to be waived is the AFC portion of the PLSP/NASA Road Improvement Fee, which for fiscal year 2011/12 is \$7,498 per home.

The AFC loan mechanism is intended to advance the funding of the two freeway interchange projects that serve Plumas Lake as well as the extension of River Oaks Blvd to Arboga Road. Based on current fund balances, construction schedules and cost estimates, staff believes the PLSP Road Fee fund is capable of foregoing the collection of the AFC for two years and not delay the construction of the projects. Furthermore, the AFC portion of the fee is a loan mechanism collected as part of the fee and then planned for repayment by future fees collected after the projects have been completed and therefore no repayment or backfill of the waiver is required of the general fund.

Due to the list of fees being deferred including County as well as fees collected on behalf of Linda Fire and OPUD, staff has solicited and received concurrence from both of the other agencies prior to placing the proposed extension before the Board.

**Fiscal Impact:**

The ability to provide certainty in service fee amounts, longer map life and cash flow relief should encourage continued investment in the County resulting in additional revenues to provide vital services.

**Attachments:**

Ordinance amendment to Chapter 13.80

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

**AN ORDINANCE AMENDING CHAPTER 13.80 ADDRESSING DEFERRAL AND  
WAIVER OF CERTAIN IMPACT FEES**

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: \_\_\_\_\_

**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 13.80 of Title XIII of the Yuba County Ordinance Code is hereby amended to read as follows:

**CHAPTER 13.80.000**

**DEFERRAL AND WAIVER OF CERTAIN IMPACT FEES**

Sections:

13.80.010	Title
13.80.020	Purpose
13.80.030	Applicable Fee Programs
13.80.040	Fee Deferral Program
13.80.050	Fee Adjustments
13.80.060	Fee Waiver
13.80.070	Expiration

**13.80.010 TITLE.** This Chapter shall be known and cited as the "Deferral and Waiver of Certain Impact Fees."

**13.80.020 PURPOSE.** The County of Yuba desires to encourage the continued investment of new residential and nonresidential development within the County during difficult economic times. The County finds that payment of certain impact fees at issuance of a building permit during difficult economic conditions creates a barrier to such development and desires, by adoption of this Chapter, to ease such barrier by deferring the time of payment of certain fees. In addition, the County finds that waiver of the advance funding charge portion of the PLSP/NASA Road Improvement Fee will be beneficial to stimulating development while not adversely affecting road improvement projects.

**13.80.060 FEE WAIVER.** Notwithstanding any other provision of this Code, all building permits applied for or issued during the time this Chapter is in effect shall be allowed waiver of the Advanced Funding Charge portion of the PLSP/NASA Road Improvement Fee, the amount of which for fiscal year 2011/12 is \$7,498.

**13.80.070 EXPIRATION.** This Chapter shall remain in effect until June 30, 2014, and as of that date is repealed unless sooner extended or reenacted. All building permits applied for or issued while this Chapter is in effect will be allowed deferral of fees in accordance



with this Chapter even if the deferral of payment extends beyond the date this Chapter is repealed.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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