

BOARD OF SUPERVISORS

AGENDA

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



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

FEBRUARY 10, 2015

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- 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. (051-15) Approve lease agreement with Olivehurst Public Utility District for solar array project and authorize Chair to execute.
 - B. Board of Supervisors
 1. (052-15) Reappoint William Ransom to the Community Services Commission as District One representative for a term ending December 31, 2018.
 2. (053-15) Reappoint Sue Cejner-Moyers to the Yuba County Commission on Aging as District Five Representative for a term ending December 31, 2018.
 3. (054-15) Reappoint Robert Winchester to the Yuba County Fish and Game Advisory Commission as District Five representative for a term ending December 31, 2018.
 4. (055-15) Reappoint Sue Cejner-Moyers to the Library Advisory Commission as District Five Representative for a term ending December 31, 2018.
 5. (056-15) Reappoint Alyssa Lindman to the Yuba County Planning Commission as District One representative for a term ending January 15, 2019.
 - C. Clerk of the Board of Supervisors
 1. (057-15) Reappoint Jim Bamford to the Brownsville Cemetery District for a term ending February 10, 2019.
 - D. County Administrator
 1. (058-15) Adopt resolution approving continuing disclosure procedures for Yuba County.

E. Human Resources and Organizational Services

1. (059-15) Adopt resolution amending the Classification System - Basic Salary/Hourly Schedule as it relates to the Health Officer, effective March 1, 2015; and Human Resources Manager and Administrative Analyst I and II effective February 1, 2015.

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

V. **SPECIAL PRESENTATION**

- A. (060-15) Present proclamation honoring Martha Wilson. (No background information) (Ten minute estimate)

VI. **COUNTY DEPARTMENTS**

A. County Administrator

1. (061-15) Receive projections for Fiscal Year 2015-2016 Budget. (Twenty minute estimate)

B. Administrative Services

1. (062-15) Approve contract change order for Sheriff tenant improvement project to authorize Phase 2 of the Vanir Construction Management.

C. Agricultural Commissioner

1. (063-15) Consider funding options for consultant services with Applied Forest Management Inc. for Yuba Watershed Protection and Fire Safe Council activities for balance of Fiscal Year 2014-2015 as federal funds will be exhausted in May 2015. (Fifteen minute estimate)

D. Community Development and Services

1. (064-15) Adopt resolution committing cost-share funds for the River Highlands/Gold Village Community Services District water and energy efficiency project. (Fifteen minute estimate)

E. Board of Supervisors

1. (065-15) Consider appointing one individual to the Yuba County Fish and Game Advisory Commission as an at-large representative for a term ending February 10, 2019. (Twenty minute estimate)

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

- A. (066-15) Independent audit report and financial statement for Three Rivers Levee Improvement Authority for year ending June 20, 2014.

- B. (067-15) Area 4 Agency on Aging 2013-2014 Annual Report.

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

IX. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Fellowship of Friends vs. County of Yuba

X. **RECESS TO 3:00 P.M.**

- A. (068-15) Consider draft ordinances for revision of marijuana cultivation and finalize directions to staff to prepare ordinance for first reading. (Two hour estimate)

XI. **ADJOURN**

11:00 A.M. Public Facilities Committee - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

A. (069-15) Consider proposal and resolution of intention to sell real property to Honeycutt Aviation - Administrative Services (Five minute estimate)

5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

February 11, 2015 - 5:00 P.M. Linda Liaison Committee - CANCELLED
Linda Fire Protection District
1286 Scales Avenue
Marysville, California

February 13, 2015 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee - CANCELLED
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

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.

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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

February 10, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services *AMA-fuDM*

SUBJECT: APPROVE AIRPORT LEASE AGREEMENT BETWEEN THE COUNTY OF YUBA AND OLIVEHURST PUBLIC UTILITY DISTRICT FOR A SOLAR ARRAY PROJECT

Recommendation:

It is recommended that the Board approve the subject Lease Agreement between the County of Yuba and Olivehurst Public Utility District, subject to any final risk review changes approved by the Risk Manager.

Background:

The Olivehurst Public Utility District has been working with the Airport and the Planning Department over the past several months to develop a solar array project on the airport next to their Well Site #28. The site consists of approximately 4.0 acres of airport nonaviation property, across from 11th Avenue, Olivehurst, and fronting Arboga Road. OPUD has been working with Pacific Power Renewables to construct the project.

Discussion:

The project location is within the requirements of the Airport Master Plan being located within nonaviation designated airport property. The solar array configuration and power generation has been reviewed for Federal Aviation Administration compliance through the "Interim Policy for FAA Review of Solar Energy System Projects on Federally Obligated Airports" which considers the effects of the solar arrays and any glare issues related to airport instrumentation and lighting. The lease terms are consistent with other airport nonaviation ground leases. The 25-year term has rent escalators every five years that will increase the initial rent by 3 percent each term.

Committee Action:

This item was not presented to the Public Facilities Committee due to the routine nature of the request.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The initial lease term provides the Airport additional revenue in the amount of \$1,742 per year.

Attachment

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LEASE

THIS LEASE, made on the ____ day of _____, 2015, by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "Lessor") and the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district existing under the laws of the State of California (hereinafter referred to as "Lessee").

WITNESSETH:

1. DESCRIPTION OF PREMISES. Lessor does hereby lease to Lessee, and Lessee does hereby rent and accept from Lessor, for the consideration and subject to all of the terms and conditions hereinafter set forth, the premises (the "Premises") described as approximately 4.0 acres at OPUD Wells Site #28, across from 11th Avenue, Olivehurst, and fronting Arboga Road, as shown on the attached Exhibits A and B.

2. TERM. The term of the Lease shall be for Twenty-five (25) years commencing on the first day of December 2014 (Effective Date) and terminating on the 30th day of November, 2039. Lessee shall have the right to negotiate to obtain a new lease for the premises upon expiration of the term. The terms of any new lease and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. RENT. The initial annual Rent of this Lease Agreement shall be at the rate of 1.0 cent per square foot for the Premises, or \$1742.40 per year, beginning on the effective date of this Lease Agreement and extending through year 5 of the agreement. Thereafter, rent shall increase in accordance with the following schedule:

- A. \$1,742.40 per year beginning on the Effective Date through year 5;
- B. \$2,003.76 per year beginning on year 6 of the lease through year 10;
- C. \$2,304.32 per year beginning on year 11 of the lease through year 15;
- D. \$2,649.97 per year beginning on year 16 of the lease through year 20;
- E. \$3,047.47 per year beginning on year 21 of the lease through year 25.

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. USE OF PREMISES. Lessee shall use the Premises for a solar array operation.

6. LESSEE'S IMPROVEMENTS ON PREMISES.

- A. Fence. Lessor currently owns and maintains a security fence on the Arboga Road side of the property. Lessee may install similar fencing surrounding their installation and shall be responsible for care and maintenance of any fencing they install.
- B. Other items as necessary and mutually agreed upon.

7. MAINTENANCE OF PREMISES. Lessee, at its own cost and expense, shall keep the said premises and improvements and permanent equipment in good condition and repair during the full term of this Lease, and Lessor may inspect said premises from time to time, and notify Lessee of any repairs that may be necessary, and if the Lessee shall not promptly make such necessary repairs, then the Lessor may make same at the expense and cost of the Lessee.

8. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, consistent with the agreed upon Use of Premises, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's solar panels, support framing, cement floors and footings, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's equipment, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor. Lessee agrees to assume responsibility for any long term environmental damage (oil or chemical contamination) cause by Lessee's use of the property.

9. COMPLIANCE WITH LAWS. Lessee, at its own expense, shall promptly observe and comply with all rules, regulations, orders, and laws now in effect or which may hereafter be enacted during this Lease by any municipal, county, state, or federal authorities, with respect to the operation and use of the Premises by Lessee.

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

A. The terms of the attached Exhibit C, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

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

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

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

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

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

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

Lessee's right to use Airport.

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

14. ASSIGNMENT OR SUBLEASE:

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

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the prior written approval of Lessor, but sub lessees will be required to pay appropriate use fees or charges as established from time-to-time by the County. Further, should Lessee sublease the property for a rate greater than 25% above the original rental, the Lessee shall be obligated to pay the equivalent of 25% of the increase to the County as additional rent. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sub lessees.

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

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

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

17. DAMAGE FROM FIRE OR NATURAL DISASTERS: It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire, wind, or other natural disaster and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

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

19. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover attorney's fees

and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

20. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

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

21. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first-class 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 Lessee At:

General Manager
OLIVEHURT PUBLIC UTILITY DISTRICT
1970 Ninth Avenue
Olivehurst, CA 95961

Copy:

Yuba County
County Counsel
Suite 111
119 8th Street
Marysville, CA 95901

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

COUNTY OF YUBA

By _____
Board Chair

OLIVEHURST PUBLIC UTILITY DISTRICT

By Dennis Burkhardt
Board Chair

ATTEST: DONNA STOTTEMEYER
Clerk of the Board of
Supervisors

By _____

REVIEW OF INSURANCE:

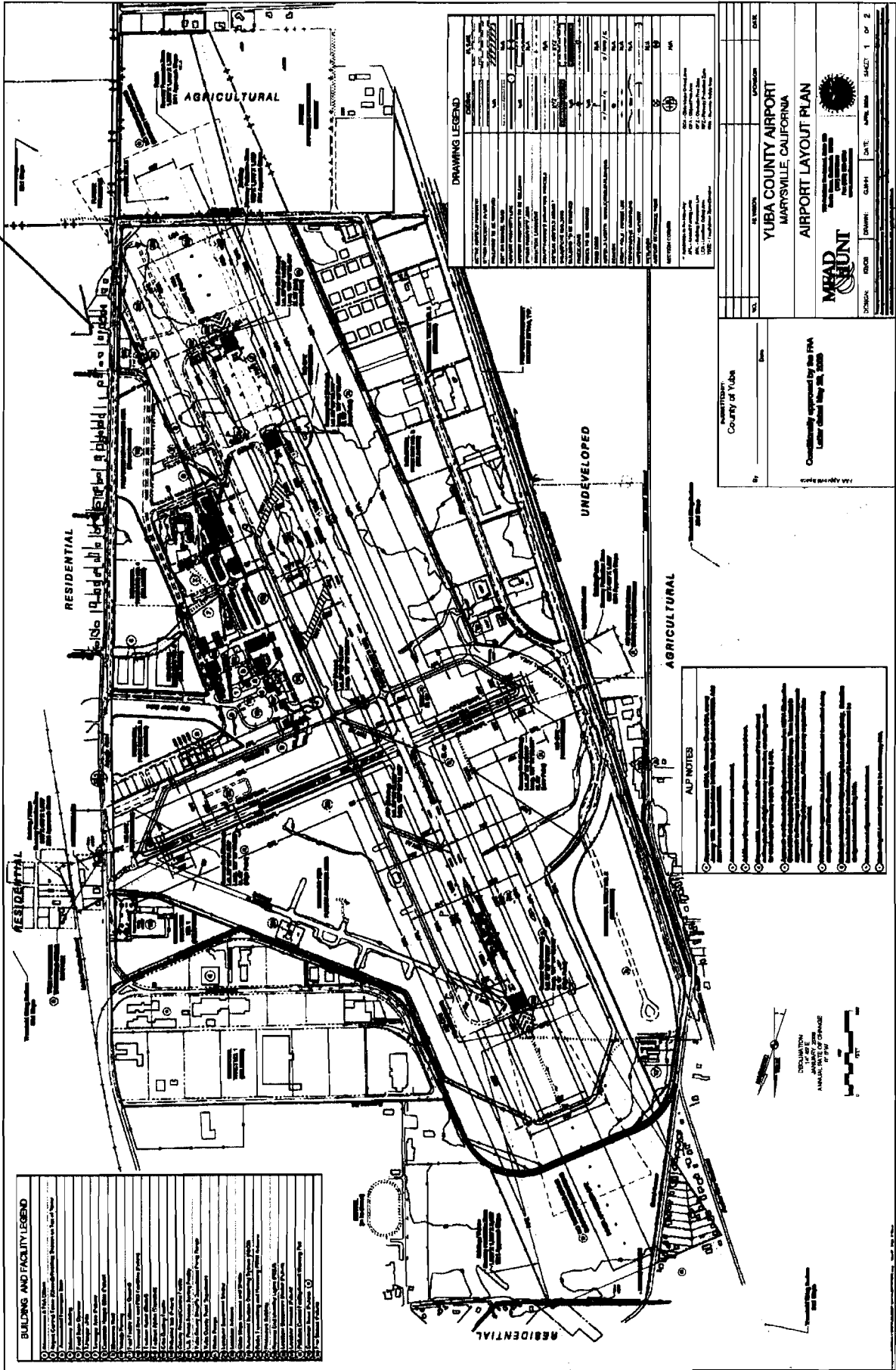
Martha Wilson
Martha Wilson
Risk Manager

APPROVED AS TO FORM:

Angil Morris-Jones
Angil Morris-Jones
County Counsel

EXHIBIT 19

Project Location



BUILDING AND FACILITY LEGEND

1	Terminal Building
2	Control Tower
3	Runway
4	Taxiway
5	Apron
6	Hangar
7	Office Building
8	Warehouse
9	Storage Area
10	Access Road
11	Utility Line
12	Water Line
13	Sewer Line
14	Gas Line
15	Electric Line
16	Telephone Line
17	Fire Hydrant
18	Light Pole
19	Sign
20	Barrier
21	Drainage
22	Grass
23	Asphalt
24	Concrete
25	Other

DRAWING LEGEND

1	Asphalt
2	Concrete
3	Grass
4	Other
5	Asphalt
6	Concrete
7	Grass
8	Other
9	Asphalt
10	Concrete
11	Grass
12	Other
13	Asphalt
14	Concrete
15	Grass
16	Other
17	Asphalt
18	Concrete
19	Grass
20	Other

YUBA COUNTY AIRPORT
MARYSVILLE, CALIFORNIA
AIRPORT LAYOUT PLAN

APPROVED BY THE FRA
Letter dated May 28, 2008

DATE: 05/28/08
SHEET: 1 OF 2

YUBA COUNTY
COUNTY ENGINEER
JAMES W. HARRIS
1000 J STREET, SUITE 100
MARYSVILLE, CA 95901
TEL: 530-753-2200
FAX: 530-753-2201

- ALP NOTES**
1. This drawing is a preliminary layout plan and is not to be used for construction purposes.
 2. All dimensions are in feet and inches.
 3. All bearings are in degrees, minutes and seconds.
 4. All elevations are in feet above mean sea level.
 5. All areas are in square feet.
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 9. All areas are in square feet.
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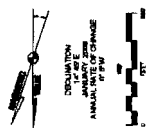
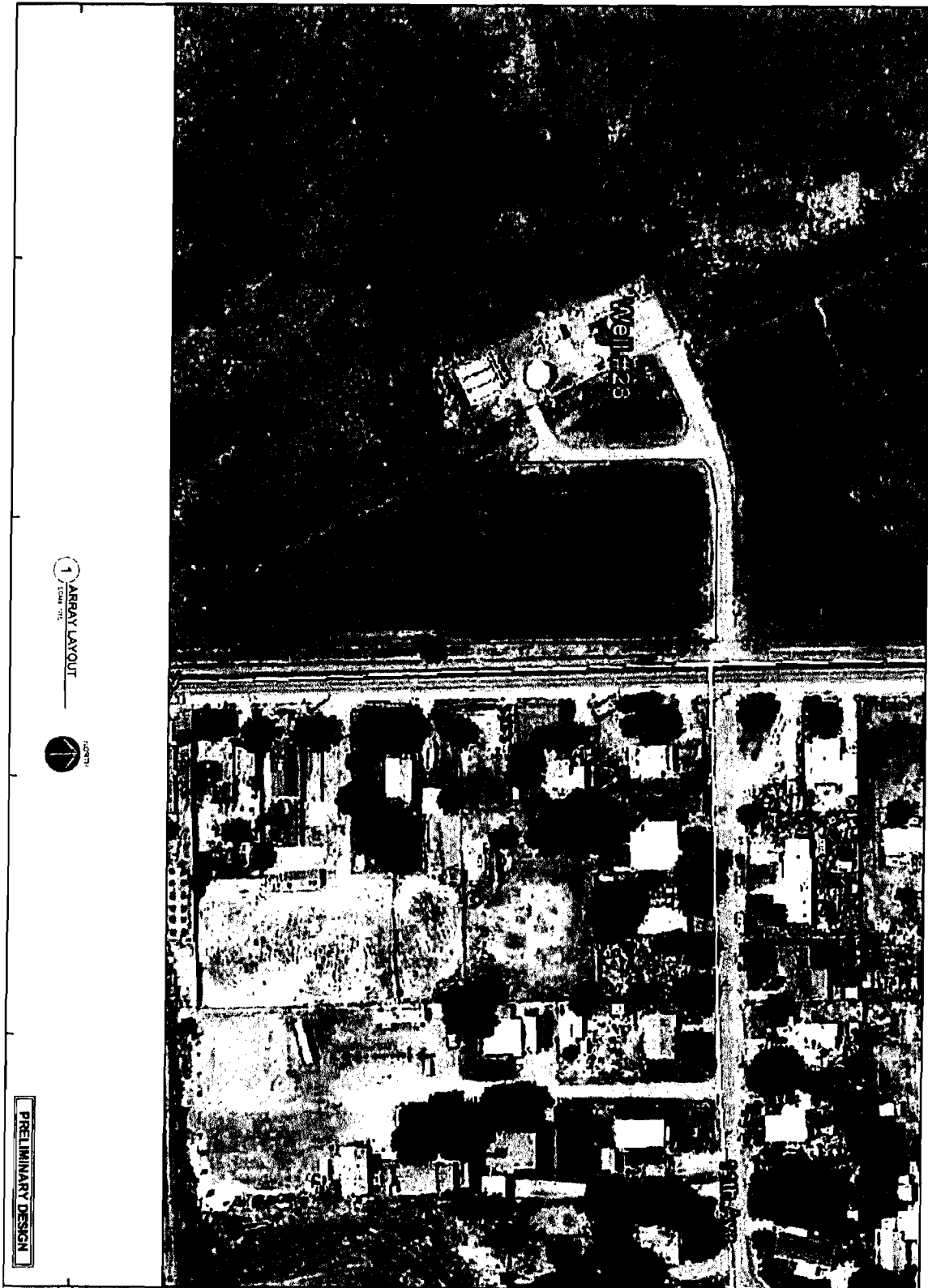


EXHIBIT B



1 ARRAY LAYOUT
SCALE 1:100



PRELIMINARY DESIGN

PROJECT: OWNER: DESIGNER: DATE:	DRAWING TITLE: Photovoltaic Tracker Well #28 Location Site Plan Option C		PACIFIC POWER RESERVE, INC. 17250 CANTON AVE., ALPHARETTA, GA 30428 P. 404.887-1882 F. 404.887-1566	SHEET NO.
				TOTAL SHEETS
PV2.0	DATE:	DRAWN BY:	CHECKED BY:	APPROVED BY:

Exhibit C - Insurance Requirements

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.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the LESSEE maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability, the County, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. 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.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the County
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
5. The Property insurance shall **name the County as Loss Payee** as its interests may appear.

Acceptability of Insurers

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

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

Verification of Coverage

LESSEE shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the County's Risk Manager. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

LESSEE hereby grants to County a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the County by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

The County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT D

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

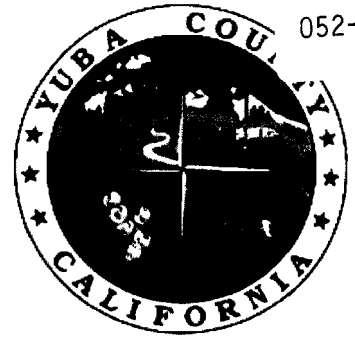
15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

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


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The County of Yuba

Office of Clerk of the Board of Supervisors



052-15

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Community Services Commission – District One Representative
Date: February 10, 2015

Recommendation

Reappoint William Ransom to the Community Services Commission as the District One representative for a term to end December 31, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. This is a scheduled vacancy due to the expiration of Mr. Ransom's term. Mr. Ransom has been serving on the commission since February 2012 and wishes to continue. Supervisor Vasquez recommended appointment.

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

Fiscal Impact

None

Committee Action

None required.

/rf


attachment

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Commission on Aging – District Five Representative
Date: February 10, 2015

Recommendation

Reappoint Sue Cejner-Moyers to the Yuba County Commission on Aging as the District Five Representative for a term ending December 31, 2018.

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 an scheduled vacancy due to the expiration of Ms. Cejner-Moyers term. Ms. Cejner-Moyers has been serving on the commission since December 2010 and wishes to continue. Supervisor Fletcher recommends appointment.

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

Fiscal Impact

None

Committee Action

None

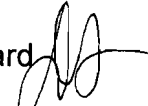
attachments

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board 
Subject: Fish and Game Advisory Commission – District Five Representative
Date: February 10, 2015

Recommendation

Reappoint Robert Winchester to the Yuba County Fish and Game Advisory Commission as the District Five representative for a term to end December 31, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. This is a scheduled vacancy due to expiration of Mr. Winchester's term. Mr. Winchester has been serving on the commission since March 2003 and wishes to continue. Supervisor Fletcher recommends appointment.

In light of the expressed interest, it would be appropriate to appoint one individual.

Fiscal Impact

None. Committee service is voluntary.

Committee Action

None.

attachments

The County of Yuba

RECEIVED

JAN 26 2015



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

Clerk/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: Dist 5 - Fish & Game Advisory Committee

APPLICANT NAME: Robert Winchester

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: same

TELEPHONE:

HOME: [REDACTED]

WORK: NIA

EMAIL ADDRESS: NIA

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Farmer / Rancher
5

REASONS YOU WISH TO
SERVE ON THIS BODY:

F & G Interest, Jr Pheasant Hunt & interest
in rural community & service.

QUALIFICATIONS:

Longest tenure of existing committee
& experience in organizations

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Fish & Game Committee &
Browns Valley Irrigation District

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

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

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

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

SIGNATURE

Robert Winchester

DATE

1-18-15

THIS SECTION FOR OFFICE USE ONLY

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

APPLICANT APPOINTED: _____

OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Yuba County Library Advisory Commission District Five Representative

Date: February 10, 2015

Recommendation

Reappoint Sue Cejner-Moyers to the Library Advisory Commission as the District Five Representative for a term ending December 31, 2018.

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. Cejner-Moyers term. Ms. Cejner-Moyers has been serving on the commission since October 2005 and wishes to continue. Supervisor Fletcher recommends appointment.

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

Fiscal Impact

None

Committee Action

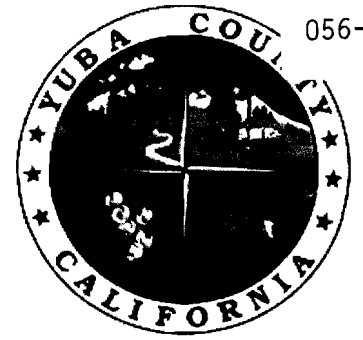
None required.

attachments

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The County of Yuba

Office of Clerk of the Board of Supervisors



056-15

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: Yuba County Planning Commission – District One Representative

Date: February 10, 2015

Recommendation

Reappoint Alyssa Lindman to the Yuba County Planning Commission as the District One representative for a term ending January 15, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy due to the expiration of Ms. Lyndman's term. Ms. Lindman has been serving since January 2011 and wishes to continue. Supervisor Vasquez recommends appointment.

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

Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Committee Action

None required.

/rf

attachment

The County of Yuba

RECEIVED

JAN 27 2015



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

Clerk/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: Planning Commission

APPLICANT NAME: Alyssa Lindman

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: Same as above

TELEPHONE: HOME: [REDACTED] WORK: _____

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Stewardship Coordinator for Sutter Buttes Regional Land Trust

SUPERVISOR/ DISTRICT NUMBER: Andy Vasquez, District 1

REASONS YOU WISH TO SERVE ON THIS BODY: To use my knowledge and experience in land planning to serve community

QUALIFICATIONS: B.S. in Landscape Architecture, job experience in land planning, and served as Planning Commissioner for Yuba County last term

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: Serve on Sutter Buttes Regional Land Trust Board of Directors
Served on Yuba County Planning Commission Jan 2011 - Jan 2015

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.

Alyssa Lindman
SIGNATURE

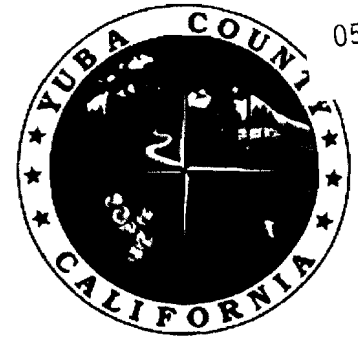
1/26/15
DATE

THIS SECTION FOR OFFICE USE ONLY

- NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- APPLICANT APPOINTED: _____
- OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



057-15

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Browsville Cemetery District Appointment
Date: February 10, 2015

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the subject line of the memo.

Recommendation

Reappoint Jim Bamford to the Brownsville Cemetery District for a term to expire February 10, 2019.

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 an scheduled vacancy due to the expiration of Mr. Bamford's term. Mr. Bamford has been serving since January 2003 and wishes to continue.

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

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
 jfleming@co.yuba.ca.us
 rbrown@co.yuba.ca.us
 gmull@co.yuba.ca.us
 tcarlquist@co.yuba.ca.us

Date: February 10, 2015
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/gm*
By: Grace Mull, Management Analyst
Re: Yuba County Continuing Disclosure Procedures

RECOMMENDATION

Board of Supervisors adopt resolution approving continuing disclosure procedures for Yuba County.

BACKGROUND/DISCUSSION

The County is required to have an approved policy regarding Continuing Disclosure Procedures and to file annual reports with the Municipal Securities Rulemaking Board's (MRSB) Electronic Municipal Market Access (EMMA) system.

The annual reports are required to include certain updated financial and operating information (or may refer to a publicly – available document), which varies among the different debt obligations issued by the County, and the County's audited financial statements. The County is also required under the current disclosure undertakings to file notices of certain events with EMMA.

Approval of this resolution and associated procedures will satisfy this requirement and apply to past and future municipal financings issued by Yuba County. The procedures/policies were drafted by Bond Counsel and the County's Financial Advisor.

COMMITTEE

Due to time constraints, this item was not presented at Committee level.

FISCAL IMPACT

There is no fiscal impact associated with this item as it is administrative only.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION APPROVING CONTINUING) Resolution No. _____
DISCLOSURE PROCEDURES)

WHEREAS, to (a) ensure that annual continuing disclosure reports filed with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) system by the County and all other entities created by the County or by State law for which the Board serves as the governing or legislative body, (b) ensure that event notices and any other filings with EMMA are accurate and comply with all applicable federal and state securities laws, and (c) promote best practices regarding the preparation of such documents, it is appropriate for the Board to adopt continuing disclosure procedures;

NOW THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby ORDERED and DETERMINED, as follows:

Section 1. Continuing Disclosure Procedures. To (a) ensure that annual continuing disclosure reports filed with EMMA by the County and all other entities created by the County or by State law for which the Board serves as the governing or legislative body, (b) ensure that event notices and another other filings with EMMA are accurate and comply with all applicable federal and state securities laws, and (c) promote best practices regarding the preparation of such documents, the Board hereby adopts continuing disclosure procedures in the form attached hereto as Exhibit A.

Section 2. Official Actions. The Chair, the Vice Chair, the County Administrator, the Treasurer-Tax Collector and the Clerk of the Board, and any and all other officers of the County, are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions, including the execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they, or any of them, may deem necessary or advisable in furtherance of the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Mary Jane Griego, Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

By: _____


By:  _____

EXHIBIT A

CONTINUING DISCLOSURE PROCEDURES

I. INTRODUCTION

A. Purpose

These continuing disclosure procedures (“Continuing Disclosure Procedures” or “Procedures”) of Yuba County (the “County”), are intended to (a) ensure that the County’s Continuing Disclosure Documents (as defined below) are accurate and comply with all applicable federal and state securities laws, and (b) promote best practices regarding the preparation of the County’s Continuing Disclosure Documents.

For purposes of these Procedures, the “County” shall mean Yuba County, California, and those independent agencies, joint power authorities, special districts, component units, housing authorities or other entities created by the County Board of Supervisors (the “Board”) or by State law for which the Board serves as the governing or legislative body, or for which at least one County officer serves as a member of the governing or legislative body in his or her official capacity and the County has agreed to provide initial or continuing disclosure in connection with the issuance of securities.

II. KEY PARTICIPANTS

A. Disclosure Practices Working Group

1. *Composition.* The Disclosure Practices Working Group (the “Disclosure Working Group”) has been created by the County Administrator to have general oversight over the entire continuing disclosure process. Membership in the Disclosure Working Group shall be appointed by the County Administrator and consist of persons relevant to the disclosure process. The following persons currently constitute the Disclosure Working Group, commencing March 1, 2015:

- (a) County Treasurer-Tax Collector or designee, constituting the chief financial officer of the County;
- (b) The Disclosure Coordinator (as defined below);
- (c) The Disclosure Consultant (as defined below); and
- (D) and any other individuals appointed by the Treasurer-Tax Collector.

The Disclosure Working Group shall consult with finance team members or other interested parties as the Treasurer-Tax Collector or any other member of the Disclosure Working Group determine is advisable related to continuing disclosure issues and practices. All meetings of the Disclosure Working Group maybe held telephonically.

The Disclosure Working Group is an internal working group of County staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).

2. *Responsibilities.* The Disclosure Working Group is responsible for:

- (a) reviewing and approving all continuing disclosure obligations as contained in County Official Statements (as defined below) before such documents are released;

(b) reviewing annually the County's status and compliance with continuing disclosure obligations including filings of Continuing Disclosure Documents (as defined below) and compliance with these Procedures and the annual report prepared by the Disclosure Consultant as described in Section II (C) below;

(c) reviewing any items referred to the Disclosure Working Group; and

(d) evaluating the effectiveness of these Continuing Disclosure Procedures and approving changes to these Continuing Disclosure Procedures;

"Continuing Disclosure Documents" means (a) annual continuing disclosure reports filed with the MSRB and (b) event notices and any other filings with the MSRB.

"Official Statements" means preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the County's securities, together with any supplements, for which a continuing disclosure obligation is required.

B. Disclosure Coordinator

1. *Appointment.* The Treasurer-Tax Collector, in consultation with the other members of the Disclosure Working Group, shall select and appoint the Disclosure Coordinator. The initial Disclosure Coordinator hereunder is the County Administrator of the County.

2. *Responsibilities.* The Disclosure Coordinator is responsible for:

(a) preparing and filing the Continuing Disclosure Documents, to the extent such filings are not prepared and filed by the Disclosure Consultant.

(b) serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Continuing Disclosure Document;

(c) monitoring compliance by the County with these Continuing Disclosure Procedures, including timely dissemination of the annual report and event filings as described in Sections III (B) and (C) below;

(d) recommending changes to these Continuing Disclosure Procedures to the Disclosure Working Group as necessary or appropriate;

(e) following up with others, including management of outside consultants assisting the County, in the preparation and dissemination of Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the filings are made on a timely basis and are accurate;

(f) together with the Treasurer-Tax Collector, coordinating the timely provision of information to the Disclosure Consultant as needed to fulfill its responsibilities to the County;

(g) in anticipation of preparing Continuing Disclosure Documents, soliciting "material" information (as defined in Securities and Exchange Rule 10b-5) from County departments; and

(h) maintaining records documenting the County's compliance with these Continuing Disclosure Procedures.

(i) reviewing compliance with and providing appropriate certifications in connection with the various covenants in bond documents related to maintenance of revenues, meeting coverage tests, disposing of property and plan limitations. The Disclosure Coordinator shall review the bond documents to determine which covenants require an annual or regular certification and maintain a list with the Disclosure Coordinator. The Disclosure Coordinator may delegate such compliance requirements to the Disclosure Consultant.

C. Disclosure Consultant

1. *Appointment.* The Treasurer-Tax Collector shall hire a disclosure consultant (the “Disclosure Consultant”) in consultation with the Disclosure Working Group. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities.

2. *Responsibilities.* The Disclosure Consultant is responsible for:

- (a) preparing and/or filing the Continuing Disclosure Documents;
- (b) communicating to the Disclosure Working Group its information needs, reviewing Continuing Disclosure Documents and other relevant information, consulting with appropriate County staff or interested parties needed to confirm that the County is meeting its continuing disclosure obligations;
- (c) providing an annual report to the Disclosure Working Group regarding the County’s compliance with its ongoing continuing disclosure obligations;
- (d) from time to time, making recommendations to the Disclosure Working Group regarding ways the County may improve these Procedures and methods of meeting its continuing disclosure obligations;
- (e) assisting the Disclosure Coordinator with the covenants listed in Section II (B)(i); and
- (f) such other items as assigned to the Disclosure Consultant by the Treasurer-Tax Collector.

III. CONTINUING DISCLOSURE FILINGS

A. Overview of Continuing Disclosure Filings

Under the continuing disclosure undertakings it has entered into in connection with its debt offerings, the County is required to file annual reports with the Municipal Securities Rulemaking Board’s (“MSRB”) Electronic Municipal Market Access (“EMMA”) system in accordance with such agreements in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly-available document), which varies among the different obligations issued by the County, and the County’s audited financial statements.

The County is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.

B. Annual Reports

The Disclosure Coordinator shall ensure that the preparation of the County’s annual reports shall commence as required under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the Disclosure Coordinator shall confer with the Disclosure Working Group as needed regarding the content and accuracy of any annual report. Prior to each filing, the Disclosure Coordinator will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirements of the applicable continuing disclosure undertaking.

C. Event Filings

Each member of the Disclosure Working Group shall notify the other members of the Disclosure Working Group if he or she becomes aware of any of the material events listed in any of the County’s continuing disclosure undertakings. The Disclosure Working Group may meet to discuss the event and to determine, in consultation with the Disclosure Consultant to the extent determined by the Disclosure Coordinator and the Treasurer-Tax Collector, whether a filing is required or is otherwise desirable.

D. Uncertainty

The Treasurer-Tax Collector may direct questions regarding the Policy or disclosure to the Disclosure Consultant, disclosure counsel, bond counsel or the city attorney or such other counsel or consultant he/she deems appropriate.

IV. DOCUMENTS TO BE RETAINED

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with these Continuing Disclosure Procedures. The Disclosure Coordinator shall retain an electronic or paper file ("Disclosure File") for each continuing disclosure annual report that the County completes. Each Disclosure File shall include final versions of Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; copies of these Continuing Disclosure Procedures and a list of individuals to whom they have been distributed and the dates of such distributions; and a written record of the dates of meetings of the Disclosure Working Group. The Disclosure File shall be maintained in a central depository for a period of five years from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

V. EDUCATION

The Treasurer-Tax Collector shall ensure that the Disclosure Coordinator and the Disclosure Working Group are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities disclosure or by the Disclosure Consultant, attendance at conferences, or other appropriate methods identified by the Treasurer-Tax Collector.

VI. AMENDMENTS

Any provision of these Continuing Disclosure Procedures may be waived or amended at anytime by written confirmation of the County Administrator upon consultation with the Treasurer-Tax Collector.

The County of Yuba



915 8TH STREET, STE 113
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, INTERIM DIRECTOR

TO: Board of Supervisors
FROM: Jill Abel, Interim Human Resources Director
DATE: February 10, 2015
SUBJECT: Amend the County's Basic Salary Schedule

RECOMMENDATION

Adopt the resolution to amend the Classification System – Basic Salary/Hourly Schedule.

DISCUSSION

Health Officer – The County has been actively recruiting for a Health Officer since the beginning of 2013, following the retirement of the seasoned incumbent. During that time, Human Resources and Health and Human Services have contracted with two recruitment firms to aggressively search for potential candidates. These efforts have yielded limited results. The feedback we have received is that the potential candidates contacted expressed disinterest due to a non-competitive salary package. While the County has been fortunate to employ a retired Health Officer from another county as a temporary solution, an increase in the salary for this position is necessary to recruit a permanent replacement. In December of 2014, Human Resources conducted a Health Officer base salary review of the surrounding four counties (e.g. Sutter, Yolo, Butte and Nevada). Three of the four counties had base salary information available. The 3-county average will increase Yuba County's salary by approximately 13%.

Administrative Analyst I and II – In 2009, it was recommended, as part of a classification study, that the County establish a countywide Administrative Analyst I and II position similar to that found in the surrounding counties, to perform professional level work. The County's current administrative class series is shallow in depth, ranging from entry to journey level. The professional level administrative work is performed at the management level which may not always be productive and/or cost effective. Therefore, this action would allow departments some operational flexibility in the future.

Human Resources Manager – The Human Resources Department handles functions and programs that are diverse in nature with a high consequence of error. This position is being created to handle management level work and provide oversight of the more complex functions in the Human Resources Department.

COMMITTEE

This item has bypassed committee due to the time sensitivity of getting Health Officer and Human Resources Manager positions in place.

FISCAL IMPACT

There is no fiscal impact at the time of adoption of this resolution. There will be a fiscal impact when the positions are filled, but that impact is unknown since the salary will be dependent on the selected candidate.

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

RESOLUTION AMENDING THE)
CLASSIFICATION SYSTEM –)
BASIC SALARY SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective March 1, 2015.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
HEOR	Health Officer		12,048	69.51	E	9410

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
HEOR	Health Officer		13,625	78.61	E	9410

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective February 1, 2015.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
HRMG	Human Resources Manager	8	5,929	34.21	E	9410
ADAN-1	Administrative Analyst I	4	4,037	23.29	N	8810.1
ADAN-2	Administrative Analyst II	4	4,546	26.23	N	8810.1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2015 by the following votes:

AYES:
NOES:
ABSENT:

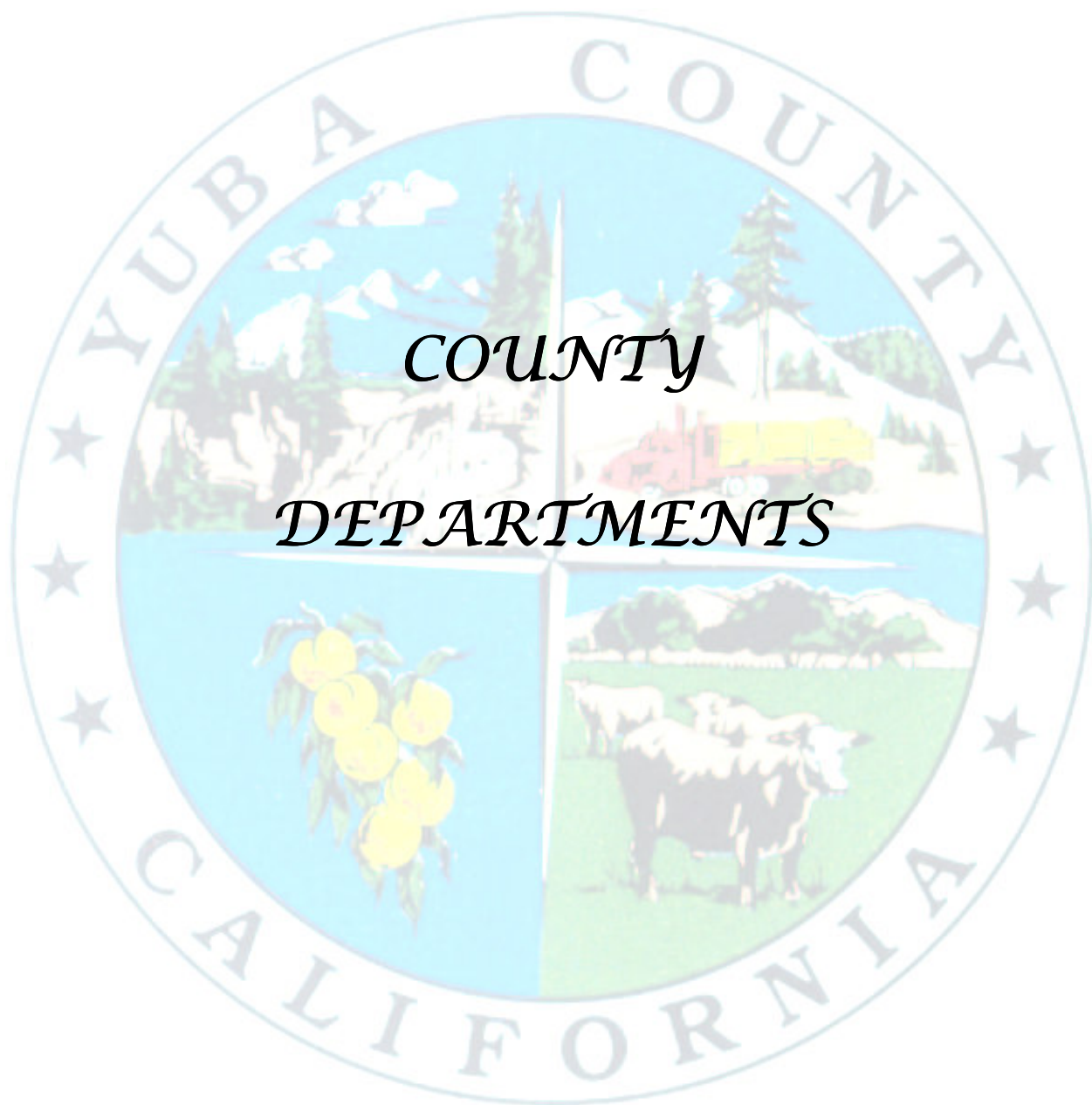
CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____



COUNTY

DEPARTMENTS

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
 FROM: Robert Bendorf, County Administrator *RB/SM*
 RE: Fiscal Year 2015-2016 Budget Workshop
 DATE: February 10, 2015

RECOMMENDATION

It is recommended the Board of Supervisors receive a presentation from the County Administrator regarding projections for the Fiscal Year 2015-2016 budget.

BACKGROUND

Typically after the first of the year, staff prepares expenditures and revenue projections for the upcoming fiscal year and provides the information to the Board of Supervisors for review and direction.

DISCUSSION

For the upcoming 2015-2016 Fiscal Year, staff has prepared a projected expense and revenue report for the Board that will be provided during the presentation. Since this report is delivered six months prior to the close of the current fiscal year, revenue projections and cost increases are estimated as accurately as possible. In addition, the Governor has released his preliminary budget, but changes will occur over the next few months as it is deliberated in the legislature.

The purpose of this presentation is to provide the Board of Supervisors with the best information / estimates available today for the upcoming fiscal year and also solicit further direction from the Board of Supervisors beyond the recommendations from staff.

FY 2015-2016 Budget Direction

The County Administrator will issue budget instructions this week to departments so they can begin assembling their budget requests for the upcoming year. The budget instructions will ask departments to:

- Assume no increase in their General Fund appropriation

- No additional position requests that require a General Fund component or are absent a reliable funding source
- Absorb projected cost increases for General and Non-General Fund departments.

The impacts of the aforementioned instructions will not be known until the County Administrator begins receiving and analyzing completed budgets for the departments in the upcoming months. Reductions in General Fund appropriations for departments may be recommended based once preliminary budget proposals are received.



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DMC for DM*
Date: February 10, 2015
Re: Vanir Construction Management Phase 2 – Sheriff Tenant Improvement Project

Recommendation

Recommend the Board approve a contract change order for the Sheriff tenant improvement project for Phase 2 of the Vanir Construction Management contract.

Background

On November 18, 2014, your Board approved a contract with Vanir Construction Management for Construction Management services for the Sheriff Facility Tenant Improvement Project. This contract detailed both Phase 1 and Phase 2 work but indicated only Phase 1 work was being completed at this time and future work would be brought to your board for approval after the construction contract award was made.

Discussion

On January 13, 2015, a construction contract award was made to the apparent low bidder, Randy Hill Construction and authorized the Purchasing Agent to complete the contract with Counsel and Risk approvals. Administrative Services is finalizing the contract documents to finalize this contract and upon completion, Vanir would begin Phase 2 work on their contract.

Administrative Services is seeking board approval to proceed to the second phase of the Vanir contract.

Committee Action

Due to the project timeline, this item has been brought directly to your Board for consideration.

Fiscal Impact

The total for this Phase 2 work is \$440,935 and has been included in mid-year budget adjustments to be paid from the Yuba Street Capital expenses account 101-1205-418-2300.

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**AGREEMENT BETWEEN
THE COUNT OF YUBA
AND
VANIR CONSTRUCTION MANAGEMENT, INC.**

July 8, 2014

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**AGREEMENT BETWEEN
THE COUNTY OF YUBA
AND
VANIR CONSTRUCTION MANAGEMENT, INC.**

AGREEMENT made this 8th day of July, of the year 2014.

Between the Owner:

County of Yuba
Administrative services
Government Center
915 8th Street, Suite 119
Marysville, CA 95901

and the Construction Management (CM) firm of:

Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
Telephone (916) 575-8888

for services in connection with the Project known as:

New Sheriff Facility

The County of Yuba (referred to as the "Owner") and Vanir Construction Management, Inc. (referred to as the "CM"), agree as set forth herein.

ARTICLE 1: **RELATIONSHIP OF THE PARTIES**

1.1 Owner and Construction Manager

The Construction Manager, hereinafter referred to as CM, shall be the Owner's agent in providing the Construction Manager's Services described in Article 3 of this Agreement. The CM and the Owner shall perform as stated in this Agreement and the CM and Owner accepts the relationship of trust and confidence between them, which is established herein.

1.1.1 Standard of Care

The CM covenants with the Owner to furnish its skill and judgment with due care and in accordance with applicable federal, state and local laws and regulations which are in effect on the date of this Agreement first written above, in carrying out their responsibilities defined in Article 3 of this contract.

1.2 Owner and Design Professional

The Owner shall enter into a separate agreement with one or more Design Professionals to provide architectural and engineering design for the Project. The Project is defined in Article 2 of this Agreement.

1.3 Owner and Contractors

The Owner shall enter into separate contract with one or more Contractors for the construction of the Project.

1.4 Relationship of the CM to Other Project Participants

In providing the Construction Manager's Services described in this Agreement, the CM shall endeavor to maintain a working relationship with the Contractors and Design Professional on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the CM assumes any of the responsibilities or duties of the Contractors or the Design Professional. The Contractors are solely responsible for construction means, methods, sequence and procedures used in the construction of the Project and for the safety of its personnel and its operations and for performing in accordance with the Contractor's contract with the Owner. The Design Professional is solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the Owner. There are no third party beneficiaries of this Owner-CM agreement and no one except the parties to the CM agreement may seek to enforce its terms.

ARTICLE 2: PROJECT DEFINITION

The Project for which the Owner has contracted the services of the CM is described below:

Renovation of an existing 56,400 SF building at 720 Yuba Street, Marysville to accommodate a New Sheriff Facility. Scope includes tenant improvement on approximately 44,000 SF with the remaining space available for future expansion. Project also includes a 4,700 SF auxiliary building and coordination with a new communication tower project occurring concurrently.

ARTICLE 3: CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 CM Basic Services

The CM shall perform the Basic Services described in this Article. It is not required that the Basic Services be performed in the sequence in which they are described.

3.2 Phase 1: Pre Award of General Contract Phase

- 3.2.1 Provide constructability and value engineering review of 100% construction documents.
- 3.2.2 Review, edit, and recommend Division 0 and 1 specification documents. Work with County to develop general contract documents and bid form.
- 3.2.3 Perform check estimate of the AE detailed estimate
- 3.2.4 Develop master project schedule detailing construction management and stakeholder activities necessary for the execution of the project.
- 3.2.5 Develop and recommend project duration, project phasing and milestone strategy
- 3.2.6 Confirm liquidated damages value
- 3.2.7 Evaluate/confirm permitting requirements
- 3.2.8 Coordinate with County Building Department and assigned building inspectors.
- 3.2.9 Assist County with bidding of the general contract
- 3.2.10 Perform local contracting market outreach
- 3.2.11 Lead pre-bid conference
- 3.2.12 Receive and manage bid requests for clarification

- 3.2.13 Manage bid addendum, if any
- 3.2.14 Assist in bid evaluation and award
- 3.2.15 Assist with bid protests, if any
- 3.3 Phase 2: Post Award of General Contract Phase (Not in Contract)
- 3.3.1 Construction
- 3.3.1.1 Lead pre-construction meeting
- 3.3.1.2 Perform Contractor administration including monitoring General Contractor's conformance with contract requirements.
- 3.3.1.3 Perform construction observation in coordination with County inspectors.
- 3.3.1.4 Review Contractor safety program for compliance with contract and notify County of observed safety violations, if any
- 3.3.1.5 Perform schedule management including review and approval of baseline construction schedule, monthly progress schedules, requests for time extension and monitoring schedule perform in the field.
- 3.3.1.6 Provide cost control and change order management including reviewing evaluating change requests for merit, alternatives and mitigation strategy, perform check or independent estimates of the contractors price proposal, negotiating changes and making recommendation to the County for the award of changes, if any. Provide monthly budget reports to County or more frequently if required.
- 3.3.1.7 Work with County inspectors to review and approve Contractors monthly pay applications. Assist County with documentation in support of the pay application process.
- 3.3.1.8 Support County with project accounting as defined by the county.
- 3.3.1.9 Set up and maintain a document control system and project files. Maintain official project files to be transmitted to the County at the completion of the project.
- 3.3.1.10 Coordinate the Tower and Sheriff Facility Projects
- 3.3.1.11 Assist the County with scoping, bidding and managing of an independent testing and inspection firm.
- 3.3.1.12 Coordinate with County inspectors, approval authorities and utilities
- 3.3.1.13 Provide claims and dispute mitigation and support during the duration of the project.
- 3.3.1.14 Provide monthly project reporting or more frequently as required in a format approved by the County.
- 3.3.1.15 Lead or attend meetings at the project site or County offices as required.
- 3.3.1.16 Provide monthly digital project photos
- 3.3.2 Closeout

- 3.3.2.1 Assist County inspectors with the development and tracking of a punch list. Maintain a database of open punch list items and track contractor action and resolution.
- 3.3.2.2 Assist County inspectors and observe Contractor startup and testing of project equipment.
- 3.3.2.3 Monitor Contractor performed functional performance testing
- 3.3.2.4 Work with Contractor to coordinate County staff training
- 3.3.2.5 Receive, review and document Contractor provided spare parts, operation and maintenance manuals and warranty,
- 3.3.2.6 Review as-built documents for completeness and accuracy in conformance with the general contract.
- 3.3.2.7 Recommend project acceptance and completion to the County. Assist with closeout documentation.

ARTICLE 4: DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

- 4.1 The duration of Phase 1: Pre-Award of General Contract, under this Agreement shall commence on the date of execution of this contract or the date of Notice to Proceed issued by the Owner to the CM, and continue for four (4) calendar months or until Contractor bids have been received, whichever period is shorter.
- 4.2 The duration of Phase 2: Post Award of General Contract, under this Agreement shall commence on the date of execution of phase 2 of this contractor or the date of Notice to Proceed for phase 2 after execution of phase 2, issued by the Owner to the CM, and continue for twelve (12) calendar months or until construction is complete, whichever period is shorter.
- 4.3 Extensions to duration of the CM's phase 1 or phase 2 services shall be dealt with as outlined in Article 5.

ARTICLE 5: CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION

5.1 Owner Changes

- 5.1.1 The Owner, without invalidating this Agreement, may make changes in the CM's Basic Services specified in Article 3 of this Agreement. The CM shall promptly notify the Owner of changes that increase or decrease the CM's compensation or the duration of the CM's Basic Services or both.

5.1.2 Additional Compensation and Changes in Duration

The CM shall be entitled to receive additional compensation when the scope of Basic Services is increased or extended through no fault of the CM. If the scope or the duration of the CM's Basic Services is extended, the CM shall be entitled to receive additional compensation. A written request for additional compensation shall be given by the CM to the Owner within thirty (30) days of the occurrence of the event giving rise to such request.

5.1.3 Changes in the CM's Basic Services

Changes in the CM's Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the CM. The Amendment shall be executed by the Owner and CM prior to the CM performing the Services required by the Amendment. The CM shall proceed to perform the Services required by the Amendment only after receiving written notice directing the CM to proceed.

5.1.4 Payment of Additional Compensation

The CM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Agreement.

ARTICLE 6: OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall provide to the CM complete information regarding the Owner's requirements for the Project.
- 6.2 The Owner shall examine information submitted by the CM and shall render decisions pertaining thereto promptly.
- 6.3 The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Project.
- 6.4 The Owner shall furnish insurance for the Project as specified in Article 8.
- 6.5 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or the CM's services, or any nonconformity with the Contract Documents, the Owner shall give prompt written notice thereof to the CM.
- 6.6 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the CM, consistent with this Agreement and in accordance with the planning and scheduling requirements, and budgetary restraints of the Project.
- 6.7 The Owner shall retain one or more Design Professionals whose services, duties, and responsibilities shall be described in a written agreement between the Owner and Design Professional. The services, duties, and responsibilities set out in the agreement between the Owner and the Design Professional shall be compatible and consistent with this Agreement and the Contract Documents. The Owner shall, in its agreement with the Design Professional, require that the Design Professional perform its services in cooperation with the CM, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the Owner and documented by the CM.
- The terms and conditions of the Agreement between the Owner and Design Professional shall not be changed without written notification of the CM. The Owner shall furnish a copy of the Owner-A/E Agreement and any amendments to the CM, that designate the contractual responsibilities of all parties.
- 6.8 The Owner shall cause any and all agreements between the Owner and any Project contractor or design professional to be compatible and consistent with this Agreement. Each of the agreements shall include waiver of subrogation and shall expressly recognize the CM as the Owner's agent in providing the Construction Manager's Basic and Additional Services specified in this Agreement.
- 6.9 At the request of the CM, sufficient copies of the Contract Documents shall be furnished to the CM to permit the timely performance of services, by the Owner at the Owner's expense.

- 6.10 The Owner shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.11 The Owner, its representatives and consultants shall communicate with the Contractor through the CM.
- 6.12 The Owner shall send to the CM and shall require the Design Professional to send to the CM, copies of all notices and communications sent to or received by the Owner or Design Professional relating to the Project. During the Construction Phase of the Project, the Owner shall require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 6.13 The Owner shall designate an officer, employee, or other authorized representatives to act in the Owner's behalf with respect to the Project. The Owner's representative for the Project is Doug McCoy. This representative shall have the authority to approve changes in the scope of the Project and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.
- 6.14 The Owner shall fulfill all their contract obligations in their contract with the A/E's and contractor(s), including making periodic progress payments after considering recommendations for such payments by the CM.

ARTICLE 7: COMPENSATION AND PAYMENT

7.1 Compensation for Basic Services

The Owner shall compensate the CM for performing the Basic Services described in Article 3, within timeframes established in Article 4 as follows:

- 7.1.1 A fixed fee for phase 1, Pre-Award of the General Contract phase services of One Hundred Fifty-One and Four Hundred Fifty Five Dollars(\$151,455)
- 7.1.2 A fixed fee for phase 2, Post Award of the General Contract phase services for Four Hundred Forty Thousand Nine Hundred and Thirty Five Dollars(\$440,935). Phase 2 is not included in the contract. Execution of this work requires a change order as specified in article 5.

7.2 Payment

Payment to be made by the Owner to the CM for the cost of providing services will be based on monthly invoices in conformance with a payment schedule mutually agreed to by the Owner and CM.

- 7.2.1 The CM will submit an invoice monthly to the Owner per the billing schedule for the billing period. The Owner shall make payment to the CM of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice.
- 7.2.2 Payments due to the CM that are unpaid for more than sixty (60) days from the date of the CM's invoice shall bear interest at the prevailing rate.

7.3 Accounting Records

Record of the CM's personnel expense, consultant fees and direct expenses pertaining to the Project shall be maintained on the basis of generally-accepted accounting practices and shall be available for inspection by the Owner or the Owner's representative at mutually convenient times for a period from the date of this Agreement through two years after completion of the Construction Phase Basic Services.

7.4 Compensation for Additional Services

The CM shall be compensated and payments shall be made for performing Additional Services in the same manner as provided in Article 7 for Basic Services or as a reimbursement for labor and expenses. There shall be an increase in the fee set out in Paragraph 7.1.1 and/or Paragraph 7.1.2 in an amount which is mutually agreeable between the Owner and CM. Additional fees shall be developed using the billing rates and approved expenses included in Appendix A.

ARTICLE 8: INSURANCE AND MUTUAL INDEMNITY

8.1 CM's Liability Insurance

8.1.1 The CM shall purchase and maintain insurance as shall protect the CM from the claims set forth below that may arise out of or result from the CM's performance of services pursuant to this Agreement.

8.1.1.1 Claims under Worker's Compensation, that are applicable to the work performed.

8.1.1.2 Claims for damages because of bodily injury or death of any person other than CM's employees.

8.1.1.3 Claims for damages insured by usual personal injury liability coverage.

8.1.1.4 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom.

8.1.1.5 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

8.1.2 The CM's Commercial General and Automobile Liability Insurance, as required by Paragraph 8.1.1, shall be written for not less than the following Limits of Liability:

a. Commercial General Liability

1. Bodily Injury:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

2. Property Damage:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

b. Commercial Automobile Liability

1. Combined Single Limit:

\$1,000,000.00 Each Occurrence

8.1.3 Commercial General Liability insurance may be obtained under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

8.1.4 The foregoing policies shall contain a provision that coverages afforded under the policies shall not be canceled until at least thirty (30) days written notice has been given to the Owner and shall include an endorsement making the Owner an additional insured under the

policies. Certificates of insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the CM's services.

8.2 CM's Liability Limitation

Section removed in its entirety per email 10/23/2014.

8.3 Other's Insurance

8.3.1 The CM, as agent of the Owner, shall be named as an additional insured in any insurance policy obtained by the Owner for the Project.

8.3.2 The Owner shall require all Project contractors and design professionals ("Owner Consultants") to name the Owner and "Vanir Construction Management, Inc., its shareholders, officers, directors, employees, agents and affiliates" as additional insured on all liability insurance policies obtained by the Owner Consultants for the Project.

8.4 Notices and Recovery

8.4.1 The Owner and CM each shall provide the other with copies of certificates for all policies obtained for the Project. Each party shall provide the other thirty (30) days of notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

8.5 Waiver of Subrogation

8.5.1 The Owner and CM waive all rights against each other and against the Owner Consultants for damages during construction covered by any property insurance as set forth in the Construction Contract. The Owner and the CM shall each require similar waivers from the Owner Consultants.

8.6 Indemnity

8.6.1 The CM hereby indemnifies and holds harmless the Owner and its employees from and against any and all claims, demands, suits and damages for bodily injury and property damage for which the CM is liable that arise out of the negligent acts or omissions of the CM in performing the Construction Manager's Services under this Agreement provided, however, that the CM does not assume any risk of damages to property that is incorporated in or shall be incorporated in or is located at the Project site which is not within the possession of the CM or under the CM's direction or control. The total liability of the CM to

8.6.2 The Owner hereby indemnifies and holds harmless the CM, its employees and subcontractors from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from, in whole or in part, wrongful acts or omissions of the Owner, its employees, agents, representatives, independent contractors, material suppliers, the Contractors and Design Professional.

8.6.3 The Owner shall cause all Project contractors and design professionals ("Owner Consultants") to defend, indemnify and hold harmless the Owner and CM from and against any and all claims, liabilities, demands, suits, damages and expenses (including attorney's fees and litigation costs) arising out of or in any way relating to the performance by each of the Owner Consultants of their respective agreements for services rendered on the Project, including but not limited to claims for personal injury, property damage and/or professional errors and omissions.

The CM shall cause all subconsultants ("CM Subconsultants") to defend, indemnify and hold harmless the Owner and CM from and against any and all claims, liabilities, demands, suits, damages and expenses (including attorney's fees and litigation costs) arising out of or in any way relating to the performance by each of the CM Subconsultants of their respective agreements for services rendered on the Project,

including but not limited to claims for personal injury, property damage and/or professional errors and omissions.

ARTICLE 9: TERMINATION AND SUSPENSION

9.1 Termination

9.1.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be effected unless the other party is given:

- (i) Written notification (delivered by certified mail) that the other party is in material breach of the contract and the notification specifies the breach.
- (ii) Fifteen (15) calendar days to cure the breach.
- (iii) An opportunity for consultation with the terminating party prior to the termination.
- (iv) Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional fifteen (15) calendar days prior to termination.

9.1.2 This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided the CM is given (i) not less than thirty (30) days written notice (delivered by certified mail) of intent to terminate and (ii) an opportunity for consultation with the Owner prior to termination. In the event of notice of termination, the CM shall take reasonable measures to mitigate termination expenses.

9.1.3 If termination pursuant to Subparagraph 9.1.1 is effected by the Owner, the CM will be paid for work actually performed. The CM shall be entitled to recover termination expenses reasonably incurred. If termination pursuant to Section 9.1.1 is effected by the CM or if termination pursuant to Section 9.1.2 is effected by the Owner, the CM shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall provide for payment of the CM for services rendered and expenses incurred prior to the termination. In addition, termination expenses reasonably incurred by the CM shall be paid. Termination expenses are defined as those expenses arising prior, during and subsequent to termination that are directly attributable to the termination.

9.1.4 Upon receipt of a termination notice pursuant to Paragraph 9.1.1, the CM shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CM in performing this Agreement, whether completed or in process.

9.1.5 If, after termination for failure of the CM to fulfill contractual obligations, it is determined that the CM had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Section 9.1.3 for termination for the convenience of the Owner.

9.2 Suspension

9.2.1 The Owner may in writing order the CM to suspend all or any part of the Construction Manager's Services for the Project for the convenience of the Owner or for Work stoppage beyond the control of the Owner or the CM. If the performance of all or any part of the Services for the project is so suspended, an adjustment in the CM's compensation shall be made for the increase, if any, in the cost of the CM's performance of this Agreement caused by such suspension, and this Agreement shall be modified in writing accordingly.

- 9.2.2 In the event the Construction Manager's Services for the Project are suspended, the Owner shall reimburse the CM for all of the costs of its construction staff, assigned Project home office staff, and other costs as provided for by this Agreement for the first thirty (30) days of such suspension. The CM shall reduce the size of its staff for the remainder of the suspension period as directed by the Owner and, during such period, the Owner shall reimburse the CM for all of the costs of the staff continuing their assignment to the Project. Upon cessation of the suspension, the CM shall restore the construction site staff and home office staff to its former size within thirty (30) days of notification from the Owner.
- 9.2.3 Persons assigned to another project during such suspension periods and not available to return to the Project upon cessation of the suspension shall be replaced. The Owner shall reimburse the CM for costs incurred in relocating previous staff persons returning to the Project or new persons assigned to the Project.
- 9.2.4 If the Project is suspended by the Owner for more than three (3) months, the CM shall be paid compensation for Services performed prior to receipt of written notice from the Owner of the suspension, together with direct expenses then due and all expenses and costs directly resulting from the suspension. If the Project is resumed after being suspended for more than six (6) months, the CM shall have the option of requiring that its compensation, including rates and fees, be renegotiated. Subject to the provisions of this Agreement relating to termination, a suspension of the Project does not void this Agreement.

ARTICLE 10: DISPUTE RESOLUTION

- 10.1 Meeting of Principals: In the event of a dispute arising under this Agreement, and prior to the initiation of any litigation under this Article 10, the chief executive officers of Owner and CM shall meet and confer in an attempt to negotiate a resolution to the dispute. If the principals are unsuccessful in resolving the dispute, Owner and CM shall proceed to mediation in the manner provided for in Article 10.2
- 10.2 Mediation: In the absence of a negotiated resolution, Owner and CM shall submit to voluntary non-binding mediation before a professional alternative dispute resolution firm or retired judge, as mutually agreed upon by Owner and CM. In the event that Owner and CM are unable to agree upon a neutral mediator, the matter shall be jointly submitted to the offices of the American Arbitration Association in Los Angeles, California for appointment of a mediator, in which case the mediation shall be conducted pursuant to the Rules of the American Arbitration Association. The parties shall share equally in the cost of the mediation.
- 10.3 Choice of Law: In the event the parties are unable to resolve the dispute through mediation, the law of California will govern the dispute and parties agree to litigate the matter in the Yuba County Superior Court (venue) where the Project is located.

ARTICLE 11: ADDITIONAL PROVISIONS

- 11.1 Confidentiality
- 11.1.1 The CM shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.
- 11.2 Limitations and Assignment
- 11.2.1 The Owner and the CM each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.
- 11.2.2 Neither the Owner nor the CM shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CM may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

11.3 Governing Law

11.3.1 Unless otherwise provided, this Agreement shall be governed by the law of the state where the Project is located.

11.4 Extent of Agreement

11.4.1 This Agreement represents the entire and integrated agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the CM. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

11.5 Severability

11.5.1 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

11.6 Meaning of Terms

11.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

11.7 Notices

11.7.1 All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:

County of Yuba, Administrative Services
Attn: Doug McCoy
Government Center
915 8th Street, Suite 119
Marysville, CA 95901

To the CM:

Vanir Construction Management, Inc.
Attn: John A. Kuprenas
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: [Signature] This Agreement is executed as of the day and year first written above.

for County of Yuba

for VANIR CONSTRUCTION MANAGEMENT, INC.

by:

[Signature]
Name
Title

by:

[Signature]
John A. Kuprenas
President

[Signature]
Insurance
Martin Wilson RM

APPENDIX "A"

SCHEDULE OF RATES FOR PERSONNEL COSTS

<u>Position</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Principal in Charge	210	216	222
Project Manager	150	155	160
Engineering Support	140	144	197
Estimating	150	155	148
Scheduling	140	144	148
Clerical	70	72	74

ALLOWABLE REIMBURSABLE EXPENSES

The items allowable for reimbursement under Article 5 are as follows:

1. Cost of printing and distributing monthly reports.
2. Cost of transportation.
3. Cost of office supplies.
4. Cost of postage, UPS, Federal Express, etc.
5. Cost of temporary facilities, if any.
6. Cost of other items as required, with prior approval from Owner.

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

By *Donna Stottlemeier*
Date: *November 19, 2014*

The County of Yuba

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


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



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KEVIN ROUSH
 ASSISTANT
 AGRICULTURAL COMMISSIONER
 DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors

From:  Louie B. Mendoza Jr., Agricultural Commissioner

Subject: Consider funding options for Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2014/2015 and 2015/2016 as all federal funds will be exhausted in May 2015.

Date: February 10, 2015

Recommendation:

Provide funding direction for existing Agreement with Applied Forest Management Inc. for Consultant Services (Fire Safe Coordinator) to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2014/2015 and 2015/2016 as available federal funds will be exhausted in May 2015.

Background:

The Board approved this Agreement with Applied Forest Management Inc. for Consultant Services for the Yuba Watershed Protection and Fire Safe Council for the past ten years and most recently in March 2014. The agreement with Applied Forest Management Inc. is to provide consultant services for Fiscal Years 2014/2015 and 2015/2016 for a "Fire Safe Coordinator" position for the Yuba Watershed Protection and Fire Safe Council. In February 2014, the Board of Supervisors approved the Fire Safe Coordinator as a Title III project under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389). However, Title III funds have not been reauthorized by Congress. Our last payment was April of 2014. There are only enough funds through April of 2015 with a small balance for May 2015 to fund the Fire Safe Coordinator position.

Discussion:

Funding will provide for the continuing services of the currently contracted Fire Safe Council Coordinator position. This will allow continued fire education and planning to occur in high fire risk areas of Yuba County for May – June of fiscal year 2014/2015 and if approved by the Board, FY 2015/2016. If there is no additional funding, then the agreement with Applied Forest Management Inc. can be terminated once the funds in the account are exhausted.

Fiscal Impact:

The agreement has been solely funded by Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389) which are already on deposit with the Yuba County Auditor Controller. The cost of this agreement is set \$32,000 per fiscal year (\$2,666.66 per month). The cost is estimated to be \$5,333.33 for two full months (May & June 2015). Should the Board of Supervisors consider the continuance of the agreement with Applied Forest Management Inc., then general fund or other funding source is needed to fulfill the agreement to provide for a Fire Safe Coordinator position.

Committee Action:

None – this item is being brought directly to Board of Supervisors for discussion and direction.

Enclosure: Agreement

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

THIS AGREEMENT for CONSULTANT Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

APPLIED FOREST MANAGEMENT, INC.,
a California Corporation,
("CONSULTANT")

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1 (hereinafter, the "Services"). CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-1 through A-4.

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2016

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

Stevan W. Andrews is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

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


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on March 25, 2014.

"COUNTY"

"CONSULTANT"

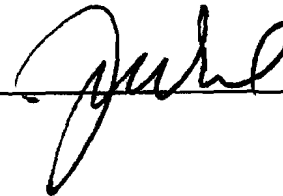
COUNTY OF YUBA

APPLIED FOREST MANAGEMENT, INC.
A California Corporation


Chairman, Yuba County
Board of Supervisors


STEVAN W. ANDREWS
Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



RISK MANAGEMENT



DISCLOSURE STATEMENT

COUNTY hereby discloses that this agreement was prepared as a component of the project funded by the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389). The maximum funding for this agreement is in the amount of \$64,000.00 for Fiscal Years 2014/15 & 2015/16 (\$32,000 each fiscal year).


Agricultural Commissioner/HR2389
Project Director

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

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

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

Operations

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

Grants

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

Projects

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

Outreach

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

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. Pursuant to Operative Provision 2. above, COUNTY shall pay CONSULTANT on a monthly basis, a contract fee not to exceed Two Thousand Six Hundred, Sixty Six Dollars, Sixty Six Cents (\$2,666.66) per month for CONSULTANT to perform Forty One Hours (41) per month in the provision of the services set forth in Attachment "A". CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed Sixty Four Thousand Dollars (\$64,000) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

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

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

ATTACHMENT C

OTHER TERMS

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

C.2 CONFLICT OF INTEREST.

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

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

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be responsible for their own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement. CONSULTANT shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

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

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

D.4 INSURANCE. CONSULTANT shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or SUBCONTRACTORS. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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

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

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

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

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

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

D.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT'S insurance policy, or as a separate owner's policy.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

D.4.5 WAIVER OF SUBROGATION. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and SUBCONTRACTORS.

D.4.6 ACCEPTIBILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the COUNTY.

D.4.7 VERIFICATION OF COVERAGE. CONSULTANT shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY'S forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

D.5 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or

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

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

D.6 CONSULTANT NOT AGENT. Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.7 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.8 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.9 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital

shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the granting parties hereto. A taxable possessory interest may be created by this grant; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.11 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.12.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.12.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.12.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY or CONSULTANT may have in law or equity.

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

D.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex.

CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.15 OWNERSHIP OF INFORMATION. Notwithstanding anything to the contrary contained herein, all professional and technical information and writings developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion or termination of the services hereunder. The COUNTY agrees to defend, indemnify and hold CONSULTANT harmless from any claim arising out of reuse of such documents for other than this project or arising out of any change in or alteration of such documents by COUNTY to which changes CONSULTANT has not previously consented to in writing.

D.16 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

D.20.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

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

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

D.22 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.23 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver

such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.27 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.28 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.29 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.30 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.31 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall knowingly be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

D.32 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

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

With a copy to:

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

If to "CONSULTANT":

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

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

By: Rachel Jordan
Date: March 25, 2011

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



BUILDING
 749-5440 • Fax 7-

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

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TO: BOARD OF SUPERVISORS

FROM: Michael G. Lee, Director of Public Works 

SUBJECT: Local Cost Share for Gold Village's Water and Energy Efficiency Project

DATE: February 10, 2015

Recommendation

That the Board of Supervisors:

1. Adopt a Resolution committing \$22,000 in local cost-share funds for the River Highlands / Gold Village CSD's Water and Energy Efficiency Project; and
2. In the event the project is awarded, authorize an appropriation of \$14,000 from the General Fund Contingency to reimburse CDSA for providing in-kind labor for administering the project.

Background

The River Highlands / Gold Village CSD faces two issues, limited groundwater supply and funding. Staff proposes a multiple-component project that would address these two issues. The first project component would be installation of a small-scale solar power system to offset utility expenses. The second component would be a rebate program to incentivize residents to replace low-efficiency indoor appliances and fixtures with high-efficiency indoor appliances and fixtures. The third and final component would be a rebate program to incentivize residents to replace traditional turf landscaping with water efficient plants, xeriscape, or synthetic turf in order to reduce water consumption and increase water use efficiency. The total cost of this project is estimated to be \$326,000.

Discussion

The U.S. Bureau of Reclamation (USBR) WaterSMART grant program offers grants covering up to 50% of total project expenses for projects that improve water and energy efficiency. Staff has submitted an application on behalf of the River Highlands / Gold Village CSD for \$161,000 in funding under this grant program. Should the project be approved by the

USBR, the River Highlands / Gold Village CSD would need to raise \$165,000 in non-Federal cost share funds. It is proposed that the County commit up to \$22,000 of in-kind funds for staff work associated with implementing this project should the USBR grant be awarded. A parallel request for the remaining non-Federal cost share of \$143,490 is being submitted to the Yuba County Water Agency.

Fiscal Impact:

Should the USBR grant be awarded and the non-Federal cost share provided by the County of Yuba and the Yuba County Water Agency, the fiscal impact would be a not-to-exceed expense of \$22,000 to the County's general fund. The River Highlands / Gold Village CSD would then receive up to \$64,500 from USBR to use as rebates to incentivize residents to replace low-efficiency indoor appliances and fixtures with high-efficiency indoor appliances and fixtures, and to replace traditional turf landscaping with water efficient plants, xeriscape, or synthetic turf. The CSD would also receive an additional \$96,500 from USBR to construct a solar energy system at the wastewater treatment plant. The water savings from the proposed rebates are projected to be up to 4,225,000 gallons per year, a 32.5% decrease from typical water consumption. The energy savings from the new solar energy system are projected to save up to \$13,700 per year in electrical expenses.

Of the in-kind share anticipated for the County of Yuba, \$8,000 in expenses would be for the County's water resources engineer, who is already principally funded from the General Fund. In the event of successful project award, we are requesting the Board appropriate an additional \$14,000 from the General Fund Contingency to reimburse CDSA for in-kind expenses incurred by staff members who are not funded from the General Fund.

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF)
THE COUNTY OF YUBA COMMITTING UP TO)
\$22,000 IN LOCAL COST-SHARE FUNDS FOR THE)
RIVER HIGHLANDS / GOLD VILLAGE CSD'S WATER)
AND ENERGY EFFICIENCY PROJECT)

RESOLUTION NO: _____

WHEREAS, the River Highlands / Gold Village CSD desires to construct certain public facilities and improvements relating to its wastewater system, including a small-scale solar power system serving the wastewater treatment facility; and

WHEREAS, the River Highlands / Gold Village CSD desires to implement a rebate program to incentivize residents to replace low-efficiency indoor appliances and fixtures with high-efficiency indoor appliances and fixtures and to replace traditional turf landscaping with water efficient plants, xeriscape, or synthetic turf in order to reduce water consumption and increase water use efficiency; and

WHEREAS, the U.S. Bureau of Reclamation (USBR) WaterSMART grant program offers grants covering up to 50% of total project expenses for projects that improve water and energy efficiency; and

WHEREAS, staff has submitted an application on behalf of the River Highlands / Gold Village CSD for \$161,000 in funding under this grant program; and

WHEREAS, should the project be approved by the USBR, the River Highlands / Gold Village CSD would need to raise \$165,000 in non-Federal cost share funds; and

WHEREAS, it is proposed that the County commit up to \$22,000 of in-kind funds for staff work associated with implementing this project should the USBR grant be awarded; and

WHEREAS, a parallel request for the remaining non-Federal cost share of \$143,490 is being submitted to the Yuba County Water Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County of Yuba commits up to \$22,000 in local cost-share funds to support the River Highlands / Gold Village CSD's Water and Energy Efficiency Project; and

BE IT FURTHER RESOLVED by the Board of Supervisors that the Yuba County - Director of Public Works is hereby authorized and directed to sign and file, for and on behalf of the County of Yuba, financing agreements from the U.S. Bureau of Reclamation for the planning, design, construction, and implementation of the River Highlands / Gold Village – Water and Energy Efficiency Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, this ____ day of _____, 2015, by the following vote:

AYES:

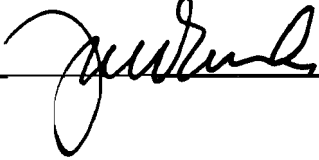
NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COUNTY COUNSEL



GOLD VILLAGE WATER & ENERGY EFFICIENCY PROJECT

Gold Village Water & Energy Efficiency Project

Submitted by:

County of Yuba

Department of Public Works

On behalf of the River Highlands / Gold Village Community Services District

GOLD VILLAGE WATER & ENERGY EFFICIENCY PROJECT

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Executive Summary

Date:	January 22, 2015
Applicant:	County of Yuba on behalf of the River Highlands / Gold Village Community Services District.
City:	The project does not fall within an incorporated city, but would serve the community of Gold Village.
County:	Yuba
State:	California
Overall Project Cost:	\$326,000
Federal Cost Share:	\$161,000
Non-Fed Cost Share:	\$165,000

The County of Yuba would like to propose a multiple-component project that would result in a variety of benefits. The first component would be installation of a small-scale solar power system to offset utility expenses. The second component would be a rebate program to incentivize residents to replace low-efficiency indoor appliances and fixtures with high-efficiency indoor appliances and fixtures. The third and final component would be a rebate program to incentivize residents to replace traditional turf landscaping with water efficient plants, xeriscape, or synthetic turf in order to reduce water consumption and increase water use efficiency. The proposed project contributes to the goals of this Funding Opportunity as follows:

- Quantifiable water savings from the rebate programs to replace turf landscaping and inefficient indoor appliances;
- Increasing the use of renewable energy by installing small-scale solar power systems for the water and wastewater systems;
- Environmental benefits by requiring less outside electrical power, which would reduce water demands at nearby hydroelectric power plants (Shasta Dam, Oroville Dam, and Bullards Bar Dam);
- Benefits to endangered species by requiring less hydroelectric power and preserving water behind Shasta, Oroville, and Bullards Bar dams for preserving seasonal flows for salmon, steelhead, green sturgeon, and other endangered species;
- Building drought resiliency by reducing the water demand by an estimated 32.5%.

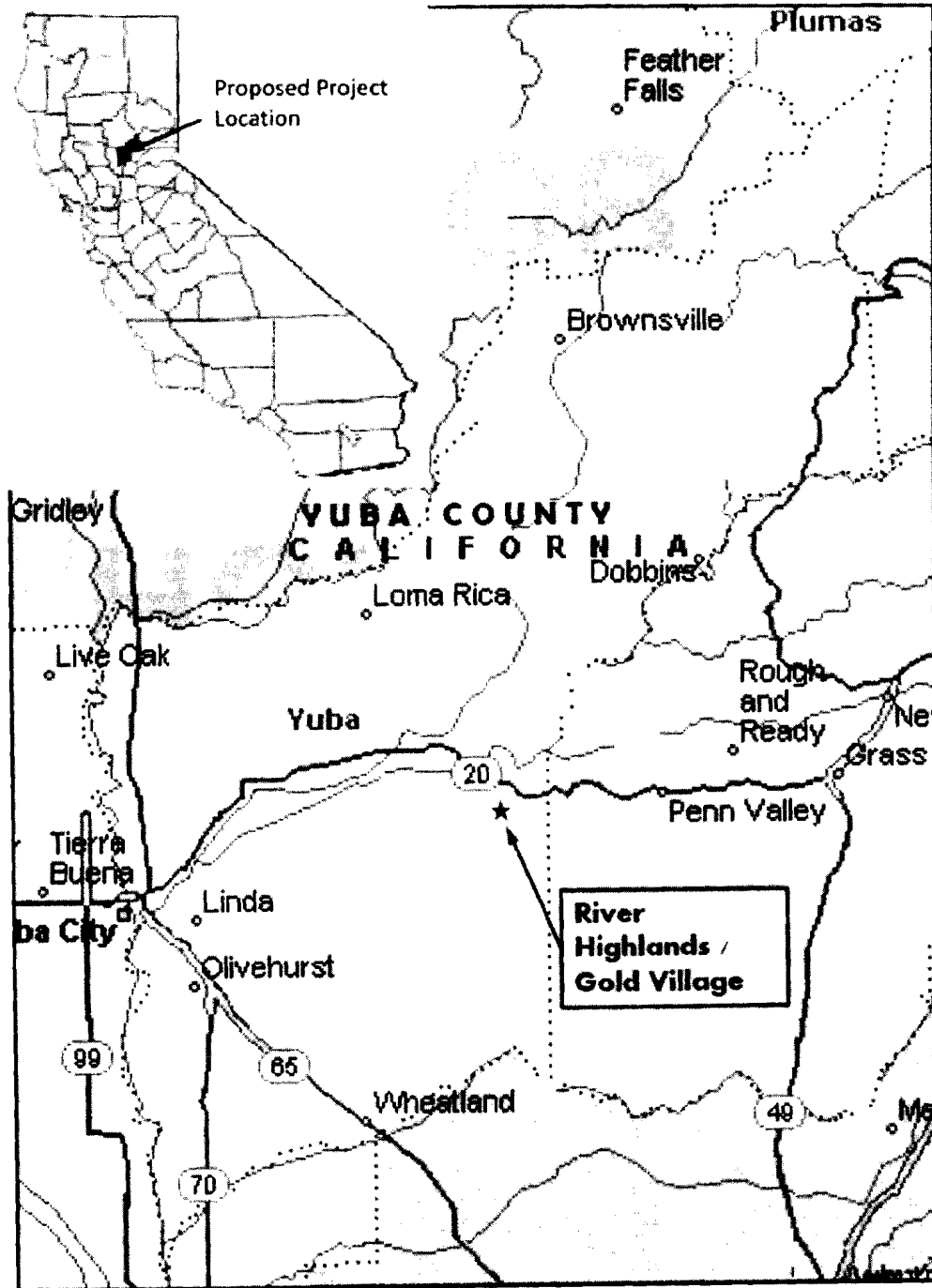
The project could begin as early as April 2015, with turnkey design and construction of the solar energy system at the wastewater treatment plant requiring approximately six months to complete. The County of Yuba would like to initiate the rebate program for high-efficiency

appliances and the rebate program to replace turf with water efficient plants by July 1, 2015, and continue the program through the end of the county's fiscal year (June 30, 2016). The project is not located on a Federal facility.

Background Data

The County of Yuba operates and maintains a small water and wastewater district in the community of River Highlands / Gold Village in northern California. The community is located approximately twenty miles east of the City of Marysville, the county seat of Yuba County.

Location Map



The State of California placed the River Highlands / Gold Village Community Services District (district) into receivership with the County of Yuba after the district failed to meet state standards relating to operation of the wastewater system.

The source of water for the district is three groundwater wells located at various locations surrounding the River Highlands / Gold Village subdivision. The district owns easements for the location and operation of all three wells, and provides water for domestic use from those wells. Groundwater rights are both overlying and appropriative. As part of one well easement agreement, a neighboring property owner is also allowed to draw potable water from the system in addition to the paying customers located in the River Highlands / Gold Village subdivision.

The district exclusively serves 84 metered residential connections housing an estimated population of 250 people. No water is provided for agricultural or industrial uses. The district faces a challenge in both the quantity and reliability of its water supply. The district relies upon one primary groundwater well and two backup wells as its only source of water. However, the local aquifer water level dropped 98 feet during the period between April 1, 2014 and June 30, 2014 due to over-drafting. This prompted an emergency declaration that prohibited all outdoor water use of potable water and limited indoor water use to 500 gallons per day. While average annual water demand is approximately 13,000,000 gallons, the emergency declaration decreased water use to 600,000 gallons during the month of July 2014, a 45% decrease from typical consumptive use.

The district also faces substantial challenges in terms of water and wastewater rates. The monthly wastewater rates necessary to cover operational expenses are \$330 per EDU, while the average household currently pays a flat rate of \$77.54 per month for water service. The district is going through the Proposition 218 process to change water rates to a tiered, metered rate. It is felt that a tiered, metered rate would both make the water rate more equitable between users and incentivize water conservation. There are limited opportunities to decrease the operating expenses for the district. Electrical power expenses are the second-largest annual budget expense at \$19,000 on the water side and an additional \$15,500 on the wastewater side. In terms of energy use, the water system uses approximately 78,800 kWh annually. The wastewater system uses almost exactly the same energy at approximately 78,900 kWh annually.

The district has not had any past working relationships with Reclamation.

Technical Project Description

The technical project description includes three separate project components as follow:

1. **Solar Power System:** The proposed project includes the design and construction of a new solar-energy system to offset utility expenses associated with the operation of the wastewater treatment plant. It is not proposed to install a solar energy system for the water system at this time given the wide spacing between the three wells, each of which are located approximately half a mile away from the wastewater treatment plant. Existing electrical expenses are \$15,500 annually for the wastewater system. Based upon prior electrical bills, the electrical engineers at Opterra Energy Services have provided preliminary estimates for the construction of a solar energy system to serve the wastewater system. For the wastewater system, the estimate for a 35kW solar energy system is \$175,000. Opterra Energy Services has estimated that this solar installation would result in annual savings of \$13,700 for the wastewater system.

Since the proposed installation is too small for a firm the size of Opterra Energy Services, the district contacted other solar installation companies to better define design and construction expenses. American Solar Corporation provided the district with an estimate of \$175,000 for the cost of design and construction of a solar energy system to serve the wastewater treatment plant; this cost estimate exactly matched that provided by Opterra Energy Services. It is anticipated that the solar power system at the wastewater plant would be built adjacent to the emergency discharge basin at the plant, so no land acquisition would be required.

2. **High-Efficiency Indoor Appliances and Fixtures:** The proposed program would provide rebates to customers who replace low-efficiency toilets and clothes washers. In order to be eligible for the program, the toilets being replaced would have to be over 3.0 gallons per flush, and the new toilets would have to require 1.3 gallons per flush or less. New toilets would have to be on the *EPA WaterSense* list. Similarly, new clothes washers would have to have a *water factor* (WF) of 4.0 or less to qualify for rebates.

Under the proposed rebate, homeowners would be eligible for up to \$375 in rebates for replacing low-efficiency fixtures and appliances with high-efficiency fixtures and appliances. It is proposed that homeowners would be limited to replacing two toilets per household at \$125 each, and one clothes water per household at \$125. All rebates would require a pre-inspection and a post-inspection to verify both pre-existing and new fixtures and appliances. Receipts would be required for all rebates.

In the absence of any verifiable data, it is assumed that the combination of low-efficiency toilets and clothes washers may account for 30% of indoor water use, and that replacement of all low-efficiency toilets and clothes washers would result in a reduction

of 15% of indoor water use. Given the afore-mentioned assumption that water use is 50% indoor and 50% outdoor, a 15% reduction in indoor use represents a decrease of 7.5% in overall water consumption, or 975,000 gallons per year.

3. **Landscape Irrigation Measures / Turf Removal:** The district proposes rebates for replacing a traditional turf lawn with water efficient plants, xeriscape, or synthetic turf in order to reduce water consumption and increase water use efficiency. This is a “Water Conservation” rebate program that would offer eligible homeowners up to \$1.00 per square foot of rebate with a maximum rebate amount of \$1,000 for eligible properties. It is proposed that applicants must have living landscape that is not water-wise, that new landscape must be water-wise, that all projects must be approved in advance, and that new impervious surfaces would not qualify.

The district conservatively estimates that the proposed project could reduce total water consumption by approximately 25% from the district’s non-emergency consumption rates. For the basis of this estimate, the district assumed that 50% of water is used for outdoor irrigation purposes, and that at least half of the existing turf landscaping would be removed as result of this program. The outdoor water use estimate is verified by the reduction in water use recorded under emergency drought declarations, during which outdoor water use is prohibited. The district averages approximately 13,000,000 gallons of water consumption on an annual basis. A reduction of 25% in water consumption would therefore equate to an anticipated monthly reduction in water use of 3,250,000 gallons per year. There is an estimated 90,000 square feet of irrigated turf landscaping in the district. The water savings calculation assumed that 45,000 square feet of irrigated turf would be removed under this rebate program. Currently, the water applied to lawns is taken up by evapotranspiration while the indoor water is treated at the wastewater treatment plant and discharged to an ephemeral stream.

Evaluation Criteria

The evaluation criteria for the proposed *Gold Village Water & Energy Efficiency Project* are presented as follows:

Subcriterion:	Description:	Potential Points:
A.1	Quantifiable water savings:	Up to 24 points
A.2	Percentage of total supply:	Up to 4 additional points
B.1	Implementing renewable energy project:	Up to 16 points
A.3	Benefits to endangered species:	Up to 12 points
E.1	Addressing Adaptation Strategies	Up to 14 points
E.3	Building drought resiliency:	Up to 14 points
E.4	Water supply sustainability:	Add to E.3 to reach 14 points
F.1	Drought contingency plan in place:	Up to 10 points
F.2	Readiness to proceed:	Add to F.1 to reach 10 points
F.3	Develop performance measures:	Add to F.1 to reach 10 points
F.4	Reasonableness of Costs	Unspecified
A.7	Additional Non-Federal Funding	Up to 4 points

Criterion A.1: Quantifiable Water Savings

The proposed project includes a rebate for replacing turf lawns with water-efficient landscaping and a separate rebate for replacing appliances and fixtures with water-efficient appliances and fixtures. The overall average annual water demand for the River Highlands / Gold Village CSD is 13,000,000 gallons, which equates to 298 acre-feet. The combined projected water savings from the proposed project would be 4,225,000 gallons annually, which equates to 97 acre-feet, or a 32.5% decrease in current overall water use. The conserved water will remain in the aquifer, making the existing groundwater supply more sustainable. Absent the project, the 4,225,000 gallons of water would either be used indoors and discharged through the wastewater treatment plant to an unnamed tributary to Sanford Creek, or used outdoors where it would be lost to evapotranspiration or taken up by the existing turf lawns.

LANDSCAPE REBATE PROGRAM:

The primary assumptions used in projecting water savings are that 50% of water use occurs indoors and 50% occurs outdoors, and that removing 50% of turf lawns would decrease overall water use by 25%. There is currently 90,000 square feet of turf landscaping within the district, so the annual irrigation demand based upon historical use is calculated to be 72 gallons per square foot of turf. The specifics of the proposed Landscape Rebate Program are as follow:

Requirements for participation:

- Applicants must be the property owner and a current water customer in good standing;
- The existing lawn must have living landscape that is not water-wise. Low water-use landscapes are not eligible.
- Projects must be approved in advance.
- Sales receipts and/or contractor invoices are required for all rebates.
- Projects must be completed and established before rebates will be issued.
- No more than 50% of the front yard may be covered with gravel.
- Rebates are limited to \$1,000 per eligible property.
- Homeowner must execute a non-conversion agreement committing to maintain the landscaping as a water-efficient landscape.

Procedure:

- Step 1: Rebate applicant must make an appointment for a “Pre-Qualification Inspection” site visit. Staff will visit the site to take photos and measurements.
- Step 2: The purchase and installation of all materials must take place within 90 days of the date of the Pre-Qualification Inspection.
- Step 3: Rebate applicant must call for a final “Post-Installation Inspection” appointment within 90 days of the date of the Pre-Qualification Inspection. Receipts and/or invoices are required for all rebates. Staff will visit the site to take post-installation photos and measurements for documentation and approval.
- Step 4: A rebate check will be issued within 60 days of the final inspection approval.

Terms and Conditions

1. The applicant applying for the rebate(s) must be the property owner and must be a district customer in good standing;
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2. The project description as detailed on the submitted rebate application is valid for 90 days from the Pre-Qualification Inspection date;
3. Applicant must provide a legible copy of the valid, dated sales receipts to qualify;
4. New landscaping must be Water Efficient plants only;
5. Concrete work and creation of impervious surfaces do not qualify. Gravel or flagstone with minimum 2" spacing are eligible;
6. Rebate amount shall not exceed \$1.00 per square foot of traditional turf lawn replaced;
7. Landscape rebates shall be on a one-time basis per address, with a maximum rebate of \$1,000;
8. A Post-Installation Inspection of the property to verify installation within 90 days of the date of the Pre-Qualification Inspection is required. Before and after photos and measurements taken as part of the inspection processes are required.

APPLIANCE & FIXTURE REBATE PROGRAM:

Based upon information provided by the Regional Water Providers Consortium, 27% of indoor water use is associated with toilets. For our estimates, we conservatively assumed that 30% of indoor use is associated with toilets and clothes washers. We further assumed that high-efficiency toilets and clothes washers would cut the water use associated with toilets and clothes washers by half. Thus, a conservative estimate is that 30% of indoor use (or 15% of overall water use) is due to toilets and clothes washers. Given the age of the homes in the district, it seems reasonable that the majority of the 84 connections would take part in the appliance and rebate program. Based upon a literature review of appliance and fixture rebate programs conducted by the City of Santa Barbara, the City of Lompoc, and Golden State Water Company in Santa Maria, these estimates appear reasonable, and the Appliance & Fixture Rebate Program is projected to produce a 7.5% decrease in overall district water demand.

The specifics of the proposed Appliance & Fixture Rebate Program are as follow:

Requirements for the Rebate

- Applicants must be the property owner and a current water customer in good standing;
- Projects must be approved in advance.
- Sales receipts and/or contractor invoices are required for all rebates.
- Projects must be completed and established before rebates will be issued.

- Fixture and Appliance rebates are limited to \$375 per eligible property.
- For High Efficiency Toilet (HET) rebate:
 - Up to \$125 each limited to the cost of the toilet (installation expenses are not eligible);
 - New toilet must flush 1.3 gallons per flush or less;
 - Must be replacing a 3.0 gallon per flush toilet or greater;
 - New toilet must be on the approved EPA WaterSense list found at:
http://socalwatersmart.com/images/PDFs/qualifying_list_het.pdf
 - Limit two high efficiency toilets per household.
- For High Efficiency Clothes Washer (HECW) Rebate:
 - Up to \$125 rebate on the cost of the high efficiency clothes washer;
 - New clothes washer must be on the approved model list found at:
http://socalwatersmart.com/images/PDFs/qualifying_list_hecw.pdf

Procedure:

- Step 1: Rebate applicant must make an appointment for a “Pre-Qualification Inspection” site visit. Staff will visit the site to verify the existing fixtures and appliances.
- Step 2: The purchase and installation of all materials must take place within 90 days of the date of the Pre-Qualification Inspection.
- Step 3: Rebate applicant must call for a final “Post-Installation Inspection” appointment within 90 days of the date of the Pre-Qualification Inspection. Receipts and/or invoices are required for all rebates. Staff will visit the site to take post-installation photos and measurements for documentation and approval.
- Step 4: A rebate check will be issued within 60 days of the final inspection approval.

Terms and Conditions

1. The applicant applying for the rebate(s) must be the property owner and must be a CSD customer in good standing;
 2. The project description as detailed on the submitted application is valid for 90 days from the Pre-Qualification Inspection date;
 3. Applicant must provide a legible copy of the valid, dated sales receipts to qualify;
 4. New fixtures and appliances must be high efficiency as described in the requirements;
-

5. *Fixture and Appliance* rebates shall be on a one-time basis per address, with a maximum rebate of \$375;
6. A Post-Installation Inspection of the property to verify installation within 90 days of the date of the Pre-Qualification Inspection is required. Invoices and documentation verifying that the fixtures and appliances meet the efficiency requirements must be provided at that time.

The assumptions and calculations for the anticipated water savings from the two rebate programs are summarized in Table 1.

Table 1: Program Assumptions & Anticipated Water Savings

Total Annual Water Use	13,000,000	gallons	<i>Data from well records.</i>
Indoor Water Use	6,500,000	gallons	<i>Assumed 50% indoor use, supported by drop in consumption during ban on outdoor water use.</i>
Toilet & clothes washer water use	1,950,000	gallons	<i>According to the Regional Water Providers Consortium, 27% of all indoor water use is from toilets. Conservative estimate is 30% of indoor use is combined toilet & clothes washer use, which equates to 15% of total water use.</i>
Water savings by installing high-efficiency toilets and clothes washers	975,000	gallons	<i>Assume high-efficiency toilets & clothes washer would cut toilet & clothes washer water consumption by half, or 7.5% of total water use.</i>
Outdoor Water Use	6,500,000	gallons	<i>Assumed 50% outdoor use, supported by drop in consumption during ban on outdoor water use.</i>
Water savings by replacing 60% of turf landscaping with water-efficient landscaping	3,250,000	gallons	<i>Assume half of all outdoor water consumption would be eliminated by conversion to water-efficient landscaping, representing 25% of total water use.</i>
Total Water Savings:	4,225,000	gallons	<i>Anticipated annual savings</i>

The proposed projects are projected to result in a 32.5% savings from the total average water supply. Site audits would be required prior to accepting applicants into the rebate program. Actual water savings from the proposed project would be determined by comparing future (post-project) water use to historical water. Should both rebate programs be implemented, it would be difficult to quantify how much of the water savings would be from the high-efficiency appliances and fixtures versus the conversion of turf lawns to water-efficient landscaping.

Criterion A.2: Percentage of Total Supply

As summarized in Table 1, the proposed projects are projected to result in a reduction of 4,225,000 gallons of annual water use. Given the historical water use of 13,000,000 gallons per year, this equates to a 32.5% savings from the total average water supply.

Criterion B.1: Implementing Renewable Energy Project

The proposed project includes the design and construction of a new solar-energy system to offset utility expenses associated with the operation of the wastewater treatment plant. Historical electrical demands are approximately 70,000 Kwh annually for the wastewater system. Based upon prior electrical bills, the electrical engineers at Opterra Energy Services have recommended the installation of a 35kW solar energy system to serve the wastewater system. The wastewater plant averages 6,320 Kwh per month energy usage, with peak demands up to 12,000 Kwh during the summer.

Currently, the electrical power demands for the wastewater treatment plant are met by power generated at nearby hydroelectric power plants (Lake Shasta, Lake Oroville, and Bullards Bar). Both people and agencies across the state rely upon hydroelectric power; it is anticipated that all of these energy users would benefit from reducing the overall power demand on the hydroelectric power plants. A new solar energy system is not anticipated to require any water for operations.

Criterion A.3: Benefits to Endangered Species

Currently, the electrical power demands for the wastewater treatment plant are met by power generated at nearby hydroelectric power plants (Lake Shasta, Lake Oroville, and Bullard's

Bar). By reducing the demands upon those hydroelectric power plants, water can be retained behind those dams for environmental uses at different times of the year. An example of this would be providing cold water flows for endangered steelhead, salmon, and green sturgeon. Although the energy demands and associated water demands at the district's wastewater treatment plant represent a relatively minor demand upon the Northern California hydroelectric power plants, the cumulative effect of promoting renewable energy may result in significant benefits to endangered species. All three of the aforementioned species: steelhead, salmon, and green sturgeon, are the subject of recovery plans under the Endangered Species Act.

Criterion E.1: Addressing Adaptation Strategies

Although no WaterSMART basin study has been completed for the small, rural community of River Highlands / Gold Village, the community has already experienced significant water sustainability challenges. The local aquifer water level dropped 98 feet during the period between April 1, 2014 and June 30, 2014 due to over-drafting. This prompted an emergency declaration that prohibited all outdoor water use of potable water and limited indoor water use to 500 gallons per day. The proposed projects are projected to reduce consumptive use by 32.5%, which could eliminate the need for future emergency declarations and a more sustainable use of the local aquifer.

Criterion E.3: Building Drought Resiliency

The State of California is now entering its fourth year of drought, with the last three years being the driest on record for California. Since allotments for surface water supplies are projected to be only 15% of requested, more water users will turn to groundwater as an alternative. Given that the local aquifer water level dropped 98 feet during the period between April 1, 2014 and June 30, 2014 due to over-drafting, reducing the district's consumptive use by 32.5% would increase drought resiliency and result in a more sustainable use of the local aquifer.

Criterion E.4: Other Water Supply Sustainability Benefits

Climate change is projected to reduce California's snowpack; a 25% reduction has been predicted by 2050 which would have a significant impact on the groundwater aquifers in the Sierra foothills. Thus, the prospect of reducing the district's consumptive use by 32.5% would

increase the district's ability to cope with projected climate change. Even with the existing three wells separated from one another by over half a mile, another drop in aquifer level similar to what was experienced between April and June 2014 could potentially result in an interruption in water supply to the community of River Highlands / Gold Village. The community has demonstrated unwavering support for projects that would reduce water consumption and increase the reliability and sustainability of its water supply, and the project would serve as an example to other foothill communities of water and energy conservation and efficiency.

Criterion F.1: Project Planning

The River Highlands / Gold Village CSD has a drought contingency plan in place as adopted in River Highlands CSD Resolution No. 2008-5. The resolution calls for a reduction in water use from 3,008 cubic feet per month per parcel to 2,406 cubic feet per month per parcel during conservation conditions. During water emergencies, such as the district experienced from June through September 2014, the water use is further reduced to 2,005 cubic feet per month per parcel with all outside watering prohibited.

Criterion F.2: Readiness to Proceed

The River Highlands / Gold Village CSD is in a position to proceed with the proposed project as soon as grant funds become available. No land acquisition or environmental permits would be required for the proposed project, and matching funds are available through the Yuba County Water Agency. The proposed project schedule is as follows:

- Appliance & Fixture Rebate Program: Begin April 2015, conclude June 30, 2016
- Landscape Rebate Program: Begin April 2015, conclude June 30, 2016
- Solar Power System: Begin April 2015, conclude December 31, 2015

Criterion F.3: Performance Measures

The River Highlands / Gold Village CSD can quantify performance of both the rebate programs and the solar energy project through the use of simple performance measures. The amount of conserved water can be measured by comparing post-project water use against pre-project water use. This effort is relatively straight-forward, as there are meters at the wells and at each connection. Similarly, the performance of the solar energy project can be measured by

comparing the energy demands upon Pacific Gas and Electric (PG&E) post-project versus pre-project. Since the County of Yuba has several years of electrical billings, the change in external energy demand compared to the solar-generated electrical energy will be easy to quantify.

Criterion F.4: Reasonableness of Costs

The total project cost is estimated at \$326,000. The proposed project is projected to conserve 4,225,000 gallons of water annually, which converts to 97 acre feet of water per year. The proposed project would also develop a 35 kW solar energy system that would result in annual savings of \$13,700 and reduce dependence upon electrical power generated by Northern California hydroelectric power plants. The industry-accepted life of a solar energy installation is 30 years, with standard warranties of 25 years.

Criterion G: Additional Non-Federal Funding

The River Highlands / Gold Village CSD proposes to use \$165,000 in non-Federal funds for the project. Given an estimated total project cost of \$326,000, this would equate to 51% of the total project cost. Federal funding at \$161,000 would thus be 49% of the total project cost.

Environmental and Cultural Resources Compliance

The proposed project component for replacing existing landscaping for more water efficient landscaping would fall under CEQA Exemption 15304(b): New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping. The proposed project component for installing solar is not envisioned to entail any vegetation removal as the proposed location for the solar array would be on an existing, developed access road / parking area for the wastewater treatment plant. There are no known archeological or cultural sites in the proposed project area, and there would be limited work associated with the installation of the photovoltaic cells.

Thus, the solar energy project component would fall under CEQA Exemption 15303 (e). Since the proposed project would take place entirely upon previously developed areas, there is no requirement for further environmental or cultural resources efforts under CEQA or NEPA.

Required Permits or Approvals

The solar energy installation would be a 35kW facility, which is well under the 50 MW threshold for requiring a license from the California State Energy Resources Conservation and Development Commission (Energy Commission). The proposed project component for installation of a solar energy facility at the existing wastewater treatment plant would require approval by the River Highlands / Gold Village governing board and would require a building permit from the County of Yuba.

Funding Plan

The proposed project would be funded by a 51% non-Federal cost share from the Yuba County Water Agency. The funding plan is based upon a total project cost of \$326,000, with a non-Federal cost share of \$161,000. No other Federal funding was requested in addition to this request to the USBR. The funding plan is as shown in Table 2:

Table 2: Funding Plan for Gold Village Water & Energy Efficiency Project

Funding Sources	Funding Amount
Non-Federal entities	
Yuba County Water Agency (monetary)	\$ 143,490
Yuba County Public Works (In-kind)	\$ 21,510
<i>Non-Federal subtotal:</i>	<i>\$ 165,000</i>
Other Federal entities	
None	\$ -
<i>Other Federal subtotal:</i>	<i>\$ -</i>
<i>Requested Reclamation funding:</i>	<i>\$ 161,000</i>
<i>Total project funding:</i>	<i>\$ 326,000</i>

Letters of Commitment

Both the Yuba County Department of Public Works and the Yuba County Water Agency have committed to provide their share of the non-Federal funding amount as shown in Table 2. Funds would be made available by April 1, 2015, and there are no time constraints on the availability of funds. Commitment letters and official resolutions from the two entities will be

provided by February 24, 2015. In-kind funds will be covered by the Yuba County general fund, while monetary contributions from the Yuba County Water Agency are anticipated to be from its reserve account.

The in-kind expenses incurred before the anticipated project start include researching similar rebate programs, searching for funding sources, completing this USBR grant application, and coordinating with prospective solar contractors. These expenditures were necessary to develop the project's scope of work and to move the proposed project through the planning process. The estimated amount of in-kind expense to date is \$5,000; that expense was incurred between December 15, 2014 and January 23, 2015. No other pending funding requests exist for this proposed project.

Budget Proposal

The project budget shall be as shown Table 3:

Table 3: Proposed Budget

Budget item description	Computation		Quantity type	Total cost
	\$/Unit	Quantity	(hours/days)	
Salaries & wages (includes overhead)				
Principal Engineer / Program Manager	\$ 80	100	hours	\$ 8,015
Engineering Technician	\$ 58	150	hours	\$ 8,631
Director of Finance	\$ 78	21	hours	\$ 1,641
Fiscal Analyst	\$ 56	40	hours	\$ 2,223
Equipment				
Solar Project Equipment	\$ 100,000	1	Lump Sum	\$ 100,000
Contractual:				
Contractor admin costs:	\$ 2,000	1	Lump Sum	\$ 2,000
Engineering fees:	\$ 5,000	1	Lump Sum	\$ 5,000
Inspection fees:	\$ 1,000	1	Lump Sum	\$ 1,000
Site work:	\$ 40,000	1	Lump Sum	\$ 40,000
Construction:	\$ 10,000	1	Lump Sum	\$ 10,000
Miscellaneous:	\$ 17,000	1	Lump Sum	\$ 17,000
Contingencies:	\$ -	1	Lump Sum	\$ -
Other				
Rebate payments:	\$ 115,500	1	Lump Sum	\$ 115,500
Contingencies:	\$ 9,490	1	Lump Sum	\$ 9,490
Miscellaneous County Expense:	\$ 1,000	1	Lump Sum	\$ 1,000
Environmental & Regulatory Compliance:	\$ 3,500	1	Lump Sum	\$ 3,500
Reporting:	\$ 1,000	1	Lump Sum	\$ 1,000
Total Project Costs				\$ 326,000

Budget Narrative

A description of the project budget components presented in Table 3 is provided as follows:

Salaries & wages: The salaries and wages for staff as shown in Table 3 are for key personnel who will be directly involved in the project and will track their hours worked on the project. The key personnel involved in the project are as follow:

- Daniel Peterson, Principal Engineer, will serve as the program manager.

- Sean Powers, Director of Finance, will provide budgeting and accounting support;
- Dawn Wells, Fiscal Analyst, will take care of accounts payable and accounts receivable;
- There are three engineering technicians who may work on the rebate program, doing the pre- and post-installation inspections for turf replacement and high-efficiency appliance installations. At this time, it is anticipated that Kathy Gregg will be the person who will perform this portion of the County's in-kind work.

The salaries and wages provided in Table 3 include both base wages and benefits. These cost breakdowns are fixed per person and are used for billing rates; the cost breakdown is provided in Table 4. No overhead is added to these direct rates.

Table 4: Salaries, Wages, Overhead, and Benefits

Key Personnel	Base Wage (\$ / hour)	Overhead (\$ / hour)	Benefits (\$ / hour)	Total cost
Daniel Peterson, Principal Engineer	\$ 51.05	\$ -	\$ 29.10	\$ 80.15
Kathy Gregg, Engineering Technician	\$ 31.44	\$ -	\$ 26.10	\$ 57.54
Sean Powers, Director of Finance	\$ 47.35	\$ -	\$ 30.78	\$ 78.13
Dawn Wells, Fiscal Analyst	\$ 37.07	\$ -	\$ 18.51	\$ 55.58

Travel: Local travel will be required for staff to perform pre- and post-installation inspections for turf replacement and high-efficiency appliance installations. It is assumed that the trips will be combined for these inspections to avoid unnecessary travel time and expense. Travel expense would only include the cost for using a county vehicle to travel between the county's offices and the community of Gold Village, which is a 46-mile round trip. No airfare, per diem, lodging, or other miscellaneous travel expenses are anticipated. Since the number of trips is difficult to predict, the budget included \$1,000 under miscellaneous to cover the cost of county vehicle usage.

Equipment: The estimate of \$100,000 for equipment relating to the solar energy project was provided by the American Solar Corporation. Given that the final design will not be completed until grant funding is secured, the county cannot provide a further breakdown at this time.

Materials and Supplies: No separate estimate for materials and supplies was provided by American Solar Corporation. The county assumes that any miscellaneous materials and supplies required by the contractor would be billed under the “Construction” or “Miscellaneous” line items provided in their proposal. The county does not envision any materials or supplies expense associated with the rebate programs proposed as part of this project.

Contractual: The work to be accomplished by contractors would be the design and construction of the solar energy system. The preliminary estimate provided by American Solar Corporation was for a total of \$175,000, with \$100,000 being for equipment and \$75,000 for contractual expenses including administration, engineering, inspection, site work, construction, and miscellaneous expenses. The contractor’s proposal can be broken down as follows:

Contractor Administrative Costs:	\$ 2,000
Engineering:	\$ 5,000
Inspection:	\$ 1,000
Site Work:	\$40,000
Construction:	\$10,000
<u>Miscellaneous:</u>	<u>\$17,000</u>
Total Cost:	\$75,000

Environmental and Regulatory Compliance Costs: The proposed project is believed to be exempt from both CEQA and NEPA. A minimum amount of \$3,500 (approximately 1% of the total project cost) was provided for any environmental compliance documents required by Reclamation.

Reporting: Semi-annual and annual reports will be submitted as required in Section VI.E.2. It is anticipated that the reports would be prepared and submitted by the program manager, and that the cost to compile the requisite information and prepare those reports would be approximately \$1,000.

Other Expenses: The proposed rebate programs for replacing turf lawns and inefficient indoor appliances would involve the distribution of funds to eligible participants in the rebate programs. The maximum amount anticipated in rebate payments would be \$115,500.

Indirect Costs: No indirect (overhead) costs were included in the wage rates presented in Table 4. The submitted wages only include the base wage and benefits for each of the key personnel.

Total Costs: The total project cost is \$326,000. The proposed Federal Cost share is \$161,000, which is 49% of the total project cost, while the proposed non-Federal Cost share is \$165,000.

Budget Form

The proposed project is comprised of both a construction component (solar energy system) and a non-construction component (the proposed rebate programs for lawn replacement and high-efficiency appliances and fixtures). Form 424A was used to document the projected \$130,806 in expenses relating to the non-construction portion of the proposed project, while Form 424C was used to document the projected \$195,194 in projected construction expenses. Table 5 summarizes this breakdown:

Table 5: Cost breakdown between Construction & Non-Construction Expenses

	Construction Expenses:	Non-construction Expenses
Project Component Cost:	\$ 195,194.00	\$ 130,806.00
Requested Federal Contribution:	\$ 97,000.00	\$ 64,000.00
Non-Federal Contribution:	\$ 98,194.00	\$ 66,806.00

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Fish and Game Advisory Commission – At large Representative
Date: February 10, 2015

Recommendation

Consider appointing one individual to the Yuba County Fish and Game Advisory Commission as an At-Large representative for a term to end February 10, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. This is a scheduled vacancy due to expiration of Mr. Windham's term in January, and has been serving since November 2010. Two applications have been received, from Mr. Windham and Mr. Dale Whitmore, and are attached for your review and consideration. Applications were provided to the Fish and Game Advisory Commission, and the Agriculture Commissioner has confirmed attendance at a Commission meeting.

In light of the expressed interest, it would be appropriate to appoint one individual.

Fiscal Impact

None. Committee service is voluntary.

Committee Action

None.

attachments

The County of Yuba

RECEIVED

JAN 22 2015



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

Clerk/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: FISH & GAME ADVISORY COMMISSION

APPLICANT NAME: GRADY WINDHAM

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: SAME

TELEPHONE: HOME: [REDACTED] WORK: _____

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: PROFESSOR/PASTOR

SUPERVISOR/ DISTRICT NUMBER: ROGER ABE, DIST 4

REASONS YOU WISH TO SERVE ON THIS BODY: CONTINUE AS A PROTECTIVE/EDUCATION AGENT FOR FISH & WILDLIFE

QUALIFICATIONS: 4 YEARS AS A YUBA Co. FISH & GAME ADVISORY COMMISSIONER.

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: AT-LARGE REPRESENTATIVE ON THE YUBA COUNTY FISH & GAME ADVISORY COMMISSION

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? YES NO
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

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

Grady Windham
SIGNATURE

16 JAN 2015
DATE

THIS SECTION FOR OFFICE USE ONLY

- NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- APPLICANT APPOINTED: _____
- OTHER: _____

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The County of Yuba

RECEIVED

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

JUN 24 2014
OCT 10 2014
Clerk/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: Yuba County Fish + Game Commission

APPLICANT NAME: Dale L. Whitmore

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

[REDACTED]

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Wildlife Biologist - California Dept of Fish + Wildlife - Retired (soon)
John Nicoletti - District 2

REASONS YOU WISH TO
SERVE ON THIS BODY:

See attached sheet

QUALIFICATIONS:

See attached sheet

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

See attached sheet

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.

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

Dale L. Whitmore

SIGNATURE

June 24, 2014

DATE

THIS SECTION FOR OFFICE USE ONLY

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

APPLICANT APPOINTED: _____

OTHER: _____

Attachment to the Yuba County Fish and Game Commission Application – Dale Whitmore

Qualifications/Experience:

Occupation: Retired Wildlife Biologist

Education: Bachelor of Science degree in Wildlife Biology from the University of California at Davis

U.S. Marine Corps Veteran – Proudly served in Okinawa

Yuba County Fish and Game Commission – 22 years as the California Department of Fish and Wildlife, Wildlife Biologist, and/or volunteer since the commission's inaugural meeting in 1992. I have attended nearly all of the meetings. I was appointed to the Yuba County Fish and Game Commission in March 2012 but resigned a month later due to a conflict of interest with my employment as a Department of Fish and Wildlife employee.

Sutter County Fish and Game Commission - 30 years as the California Department of Fish and Wildlife, Wildlife Biologist, and/or volunteer since 1984. I have attended nearly all of the meetings.

Wildlife Biologist for the Department of Fish and Wildlife – 37 years. Thirty of my 37 years have been working for the sportsmen and wildlife in Yuba and Sutter Counties.

Nelson Slough Junior/Women's Pheasant Hunt Leader and volunteer for 24 of the past 26 years.

University of California Field Station at Browns Valley Junior Turkey Hunt Leader for the past 19 years.

Marysville Kiwanis Jim Watson Memorial Catfish Derby Coordinator for the past 4 years. Initiated the Rainbow Trout Tubs in 2013 as a new feature for the fishing derby.

Boy Scouts – I have assisted a least a dozen Eagle Scouts earn their Eagle Scout Award with the building of wood duck, bat, tree swallow, barn owl, and catfish boxes. One scout also built a half mile of cattle fence to improve deer habitat.

Ellis Lake in Marysville – I have taken a very active role in improving the management and maintenance of the lake and surrounding grounds for the past 4 years.

Marysville City Councilman – 2010-

Wildlife Habitat Improvement Projects:

Page 2

I have lead volunteers on several fence building, wood duck box, bat box, tree swallow box, fish habitat improvement using Christmas trees, and wildlife area cleanup projects on state wildlife areas. Habitat improvement and land acquisition are very important for the preservation of wildlife, and hunting/fishing as cultural activities.

Wildlife Area Creations and Additions:

Daugherty Hill Wildlife Area – Yuba County – Major role in the creation of this 6500+ acre wildlife area and the adjoining 2700+ acre conservation easement.

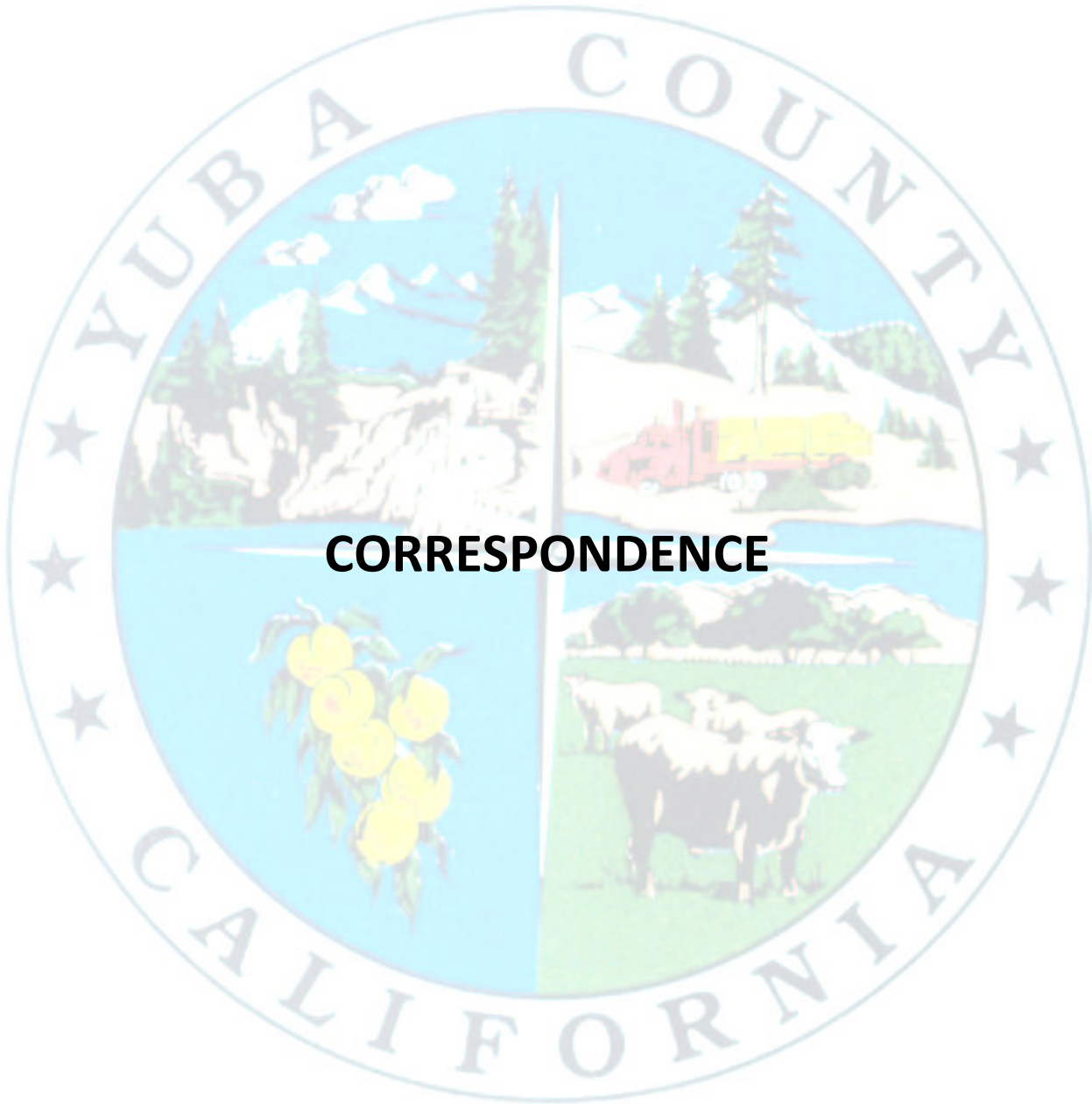
Feather River Wildlife Area – Yuba and Sutter Counties – Major role in the addition of 1600 acres to this 2600 acre wildlife area.

Fremont Weir Wildlife Area – Yolo and Sutter Counties – Major role in the addition of 1300 acres to this 1500 acre wildlife area.

Reasons I Wish to Serve on this Commission:

- 1. I have had a lifelong interest in the youth, hunting, fishing, habitat improvement, community service and other outdoor community activities programs in Yuba and Sutter Counties.**
- 2. I believe that the Yuba County Fish and Game Commission should encourage participation and input from volunteers outside of the commission to strengthen our community programs.**


Dale L. Whitmore



CORRESPONDENCE



A

RECEIVED

JAN 29 2015

Clerk/Board of Supervisors

**THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY**

FINANCIAL STATEMENTS

JUNE 30, 2014

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

MICHAEL L. HINZ, CPA, INC
CERTIFIED PUBLIC ACCOUNTANT

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2013 - 2014 ANNUAL REPORT



AREA 4
Agency on **Ag**ing

Serving Nevada, Placer, Sacramento, Sierra, Sutter, Yolo & Yuba Counties



EXECUTIVE DIRECTOR'S MESSAGE



Strategic Planning for A4AA

By Pam Miller, Executive Director

It has been an exciting year at A4AA. We have faced challenges and enjoyed successes. We have continued to look toward the future, as the entire staff has persevered in a strategic process to envision what this Agency must do to not only survive, but to flourish. In the coming year, we will begin to benefit from that envisioning process. We have already begun to implement changes.

The first significant outcomes of A4AA's strategic processing are new vision and mission statements. The statements are the product of a collaboration among all staff and represent who we are as an Agency and express the goals we work towards. Both statements were approved by the Advisory Council and adopted by the Governing Board.

At the beginning of this fiscal year, Area 4 was hit with the Sequester. That was followed by the government shutdown. These two unprecedented events were damaging to this Agency and to our contracted agencies. Thanks to a devoted staff, strong relationships with our contractors, and a supportive Governing Board, we weathered the storm with limited reduction in services to the older adults that we serve. I am happy to say that a year later, times are much better. Area 4 is looking for ways to expand our scope and programs.

An example of that occurred when A4AA began piloting a Direct Service program in Sutter County called Dine Around Town. Rather than going to traditional congregate meal sites, older adults are now able to use meal vouchers at contracted restaurants in Yuba City. Additionally, Area 4's Senior Employ-

ment program was totally revamped and is now known as the Mature Edge Job Readiness Program. It began in Sacramento and Placer counties but will serve all seven counties in 2015. (See pages 4-5 for more information on several of the Agency's Direct Service programs).

All of us have a great amount of work ahead to prepare for the coming years. A4AA needs to have the resources and community relationships in place to stretch and utilize Older American Act funds in the most effective and efficient way possible. We also must look at other sources of income to enable us to tackle the surge of Baby Boomers. They are already here, and we are playing catch up every day. For the next 18 years, American boomers will turn age 60 at the rate of 8,000 per day.

I am committed to Area 4 continuing its efforts to be in the forefront on aging issues and services as it has been in the past four decades.

Area 4's Vision Statement

To empower every older adult in our region to have options that assist them to live longer, live safely, and live well in the environment of their choice.

Area 4's Mission Statement

Creating and supporting opportunities that enhance the lives of older adults and their families to be safe, healthy, and independent.

FINANCIAL MANAGEMENT

A4AA administered over \$8.7 million in revenues for 2013-14. The agency receives federal, state, and county funding. Grants and contributions are also received from organizations and private donors.

Revenue Comparison of State Fiscal Years:	2012-13	2013-14	Change
Federal Funds	\$ 7,786,188	\$7,142,563	-8.3%
State Funds	969,032	1,153,239	19.0%
County Match	251,694	279,758	11.2%
Grants, Donations, & Fundraising	84,227	216,317	156.8%
Total	\$9,091,141	\$8,791,877	-3.3%

2013-14 Expenditures by Program

1 Administration	\$841,164	9.6%
2 Direct Services	880,121	10.0%
3 Support Services	1,519,139	17.3%
4 Nutrition	3,717,067	42.3%
5 Disease Prevention	71,687	0.8%
6 Caregiver Services	745,182	8.5%
7 Ombudsman & Elder Abuse Prevention	322,475	3.7%
8 HICAP (Health Insurance Counseling & Advocacy Program)	589,568	6.7%
9 MIPPA (Medicare Improvements for Patients & Providers Act)	14,994	0.2%
10 RSVP (Retired & Senior Volunteer Program of Nevada County)	90,480	1.0%
TOTAL	\$8,791,877	100.0%

Area 4 Agency on Aging is grateful for the support and funding provided by the following grantors:

NEVADA COUNTY for Depression Screening & Fall Prevention
UNITED WAY for General Support

AREA 4 DIRECT SERVICES

Area 4 offers Older American Act services to seniors primarily through two processes. The first is by contracting with community agencies (service providers) which then are responsible for providing the services and programs to older adults. The second process occurs when Area 4 itself provides "Direct Services" to seniors. During 2013-14, two new Direct Service programs began, and a current one transitioned into a new, more interactive model. Area 4 is excited to share its changing and innovative progress in Direct Services programs.

Dine Around Town Restaurant Voucher Program

By Jane Stan, A4AA

A4AA is excited to announce the introduction of Dine Around Town, a new nutrition program that is a viable alternative to a traditional congregate meal program. Area 4 developed this model in response to filling a gap in meal service in Sutter County.

A4AA's Nutrition Services Manager Jane Stan researched four operating restaurant voucher programs in four states and found them successful and thriving. Ms. Stan and A4AA Dietitian Julie Tharalson took the next step and visited with restaurant owners in Sutter County. Two restaurants, Café Olivetti and Linda's Soda Bar & Grill, agreed to participate in the six-month pilot program. The dietitian then worked with the restaurant owners to either modify existing menus or create new menus to meet the requirements for a senior nutrition program.

The FREED Center for Independent Living became another important partner by agreeing to distribute and redeem the restaurant vouchers.

The pilot program began with 20 participants in May 2014. Each participant can request up to 12 vouchers a month with each voucher valued at \$8.00 (tax included). Seniors can use them for breakfast or lunch.

The six-month pilot program had immediate success, and the client base increased quickly. Participants

especially liked selecting from a variety of menu choices. By the end of June, Area 4 was in the process of adding a third restaurant in Yuba City to bring even more variety in dining choices for Sutter County seniors.

Dine Around Town further benefits seniors by giving them opportunities to eat a meal with their families and friends without the burden of the expense of going out to eat. This program gives Sutter seniors options and flexibility that they want in an enjoyable and social setting.

Additional values to the program are informing participants about other services in the community and building local partnerships with local restaurants, older adults, FREED, and A4AA.

It is the hope of Area 4 and Sutter seniors that Dine Around Town will be approved as an ongoing direct service nutrition program.



The owners of Café Olivetti were the first restaurant participants in the Dine Around Town voucher program.

AREA 4 DIRECT SERVICES

Supplemental Nutrition Assistance Program-Education (SNAP-Ed)

By Nancy Vasquez, A4AA

A4AA was one of 20 Area Agencies on Aging in California funded to implement Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) and Obesity Prevention programs. Area 4 was notified that funding was available in late 2013, and staff began the planning phase.

The purpose is to promote nutrition education and obesity prevention interventions among low-income older adults at Title III-C Congregate Nutrition sites. The goal of SNAP-Ed is to improve the likelihood that persons eligible for SNAP, known as CalFresh in California, will choose physically active lifestyles and make healthy food choices that are consistent with the current Dietary Guidelines for Americans and the US Department of Agriculture's food guidance. SNAP-Ed interventions must follow approved evidence-based health promotion programs.

The specific evidence-based SNAP-Ed intervention to be provided by A4AA is called *Eat Smart, Live Strong*. It advocates for two key behaviors: increased fruit and vegetable consumption to 3 1/2 cups per day (1 1/2 cups of fruits and 2 cups of vegetables) and participation in at least 30 minutes of physical activity most days of the week. The program also emphasizes behavior change by involving older adults in interactive education and skill-building sessions, allowing them to use both nutrition skills and proactive physical activity exercises. In order to reinforce these behaviors, supplemental activities will be utilized such as additional exercise programs, cooking demonstrations, taste testing, retail/supermarket tours, and/or personal food plans and nutritional counseling.

While the plan is to provide SNAP-Ed throughout the seven-county service area, A4AA will first implement the program in Sacramento County in FY 14-15.



Senior Employment Blossoms into Mature Edge Job Readiness Program

By Bobby Olwell, A4AA

As 2013 was coming to a close, Area 4 Agency on Aging's Senior Employment Program was transitioned into the Mature Edge Job Readiness Program. Surveys of former participants and prospective employers along with data tracked by staff resulted in a redesign to a dynamic, participant driven, skill development support program for the motivated 60+ job seeking population. Mature Edge is offered in Sacramento and Placer counties but will expand to all surrounding counties of Area 4 in 2015.

The Mature Edge Job Readiness Program offers a series of interactive job readiness sessions that prepare workers for productive and successful job searches. Job seekers at this age have knowledge, skills, expertise, and the maturity of previous employment experience.

Participants are evaluated and grouped with others who have similar job skills and commit to attending class modules and graduating from the program.

Modules are held over five weeks and cover the topics of preparing effective, targeted resumes; strategic interview skills; accessing the job market through networking; volunteer activities; job fairs; coaching for job retention; and shifting the employers' perception from "too old" to mature job seekers with the edge that experience brings. The final module features guest speakers from industry Human Resource departments and potential employers who are welcome to interview on the spot.

Information sessions for interested individuals are held at various locations throughout the year. Information is posted on www.a4aa.com or is available at (916) 486-1876 or by email at bolwell@a4aa.com.

2014 A4AA SERVICE PROVIDERS

In January 2014, a Request for Proposals (RFP) was issued for senior services funded under the Older Americans Act. Area 4 received 58 proposals and awarded grants (contracts) to 30 different agencies, some funded for multiple programs. The term of the contracts were for one year with possible renewal for two additional years. After a thorough review and recommendation process by staff and the Grants Review Committee, the Governing Board voted on April 11, 2014. (Special circumstances dictated that several agencies had to be approved in separate and smaller RFPs later in 2014.) The following providers were the recipients of Area 4's grants.

SERVICES & AGENCIES

COUNTIES SERVED

CAREGIVER RESPITE

City of Sacramento, Triple R
Cordova Neighborhood Church
Del Oro Caregiver Resource Center
Home and Health Care Management

Sacramento
Sacramento
Placer, Sacramento
Yuba, Sutter

CAREGIVER SUPPORT

ACC Senior Services
Del Oro Caregiver Resource Center
Dignity Health, Yolo Adult Day Health Center

Sacramento
Placer, Sacramento
Yolo

EMPLOYMENT SERVICES

Mature Edge (A4AA Direct Service)

Sacramento, Placer

HEALTH INSURANCE COUNSELING

HICAP

Seven counties

HEALTH PROMOTION

Caring Choices
Home Health Care Management, Inc.
Placer Independent Resource Services (PIRS)

Yuba, Sutter
Placer
Placer

INFORMATION & ASSISTANCE

2-1-1 Sacramento
Helpline, (A4AA Direct Service)
Inc. Senior Citizens of Sierra County
Seniors First, Inc.
Senior Link – Legal Services of Northern California
Yuba Sutter Legal Center for Seniors

Sacramento
Nevada
Sierra
Placer
Yolo
Yuba, Sutter

KINSHIP CARE

Legal Services of Northern California

Placer, Sacramento

LEGAL SERVICES

Legal Services of Northern California
Yuba Sutter Legal Center for Seniors

Placer, Nevada, Sacramento, Sierra, Yolo
Yuba, Sutter

2014 A4AA SERVICE PROVIDERS

SERVICES & PROVIDERS

COUNTIES SERVED

LONG TERM CARE OMBUDSMAN/ ELDER ABUSE PREVENTION

Ombudsman Services of Northern California

Seven counties

NUTRITION – CONGREGATE/HOME DELIVERED MEALS/VOUCHERS

Dine Around Town, (A4AA Direct Service)

Sutter

Gold Country Community Services

Nevada (Western)

Inc. Senior Citizens of Sierra County

Sierra

Meals on Wheels by ACC

Sacramento, Placer

People Resources Inc.

Yolo

Seniors First

Placer (Western)

Sierra Senior Services

Nevada, Placer (Eastern)

Yuba-Sutter Meals on Wheels (A4AA Direct Service)

Yuba-Sutter

PEER COUNSELING

County of Sacramento, Senior Companion

Sacramento

PERSONAL CARE

California Caregivers*

Sacramento

ResCare HomeCare*

Placer

RESIDENTIAL REPAIRS/MODIFICATIONS

FREED Center for Independent Living

Nevada, Sierra, Yuba/Sutter

Placer Independent Resource Services (PIRS)

Placer

Rebuilding Together

Sacramento

TRANSPORTATION

ACC Rides

Sacramento

Dignity Health, Yolo Adult Day Health Center

Yolo

FREED Center for Independent Living

Yuba, Sutter

Paratransit Services*

Nevada (Western)

Seniors First

Placer (Western)

Stanford Settlement

Sacramento

Tahoe Transportation District*

Nevada, Placer (Eastern)

VOLUNTEERS

Retired & Senior Volunteer Program (A4AA Direct Service)

Nevada

***Area 4 Welcomes the Following New Providers:**

California Caregivers

Paratransit Services

ResCare HomeCare

Tahoe Transportation District

LEADERSHIP 2013-2014

Governing Board

Nevada County Supv. Nate Beason, Timothy Giuliani, Alternate Supv. Ed Scofield

Placer County **Sue Dings (Secretary-Clerk)**, **Alice Gonzales (Treasurer-Auditor)**, Alternate Supv. Jim Holmes

Sacramento County Supv. Roberta MacGlashan, Alternate **Tom Dahill (Chair)**, Supv. Don Nottoli, Supv. Susan Peters, Alternate **Lynn Davis (1st Vice Chair)**, Supv. Phil Serna, Alternate Sister Jeanne Felion, Supv. Jimmie Yee, Alternate **Miko Sawamura (2nd Vice Chair)**

Sierra County Liz Fisher, Supv. Scott Schlefstein, Alternate Supv. Jim Beard

Sutter County Becky Bowen, Supv. Stanley Cleveland, Jr., Alternate Tonya Rhoades

Yolo County Peggy Goldstein, Supv. Jim Provenza, Alternate Sheila Allen

Yuba County John Hollis, Supv. Andy Vasquez, Jr., Alternate Supv. Hal Stocker

**In several cases, a member's term ended during the fiscal year, and a new member served the remaining months. The longest serving member from July 1, 2013—June 30, 2014 is included in the list above.*

Advisory Council

Nevada County Sarah Hall Deardorff, **William "Ed" Jenkins (Vice-Chair)**, Marjorie Sanchez

Placer County Joleen Anderson, Dr. Irwin Herman, **Gloria Plasencia (Chair)**, Lynne Farrell

Sacramento County David Feldstein, Becky Naman, Dave Pevny, Lola Young

Sierra County Richard Devore

Sutter County **Ellen Addison (Treasurer)**, **Pam Epley (Secretary)**, Ramon Flores

Yolo County Lydia Bourne, Seth Brunner, Charlotte Dorsey, Eric Dowdy

Yuba County Gary Arlington, Dennis Ayres, Gayle Diamond, Elden Fowler

Administration

Management Pam Miller (Executive Director), Will Tift (Assistant Director), Carl Lewis (Chief Financial Officer)

Two Million Meals and Counting!

By Jennette Wells, Meals on Wheels by ACC

"I feel lucky every time they come," stated Ms. Julie Cato. "It's more than the delicious and fresh food; we look forward to these friendly visits." Julie Cato was the recipient of the Two Millionth Meal served by Meals on Wheels by ACC since its inception four years ago in 2010.

Cato is one of over 4,800 participants served by Meals on Wheels by ACC through its congregate and home delivered meal programs in Sacramento and Western Placer counties. More than 465,000 meals were served during the year in addition to other services to keep our older adults safe and independent.

Volunteers are also an important part of Meals on Wheels by ACC. Over 500 volunteers in the program help out to serve and care for our aging loved ones. Last year 66,000+ volunteer hours of compassion, friendship, and love were shared along with our meals.

Area 4 Agency on Aging

2260 Park Towne Circle, Ste. 100
Sacramento, CA 95825

(916) 486-1876

Fax (916) 486-9454

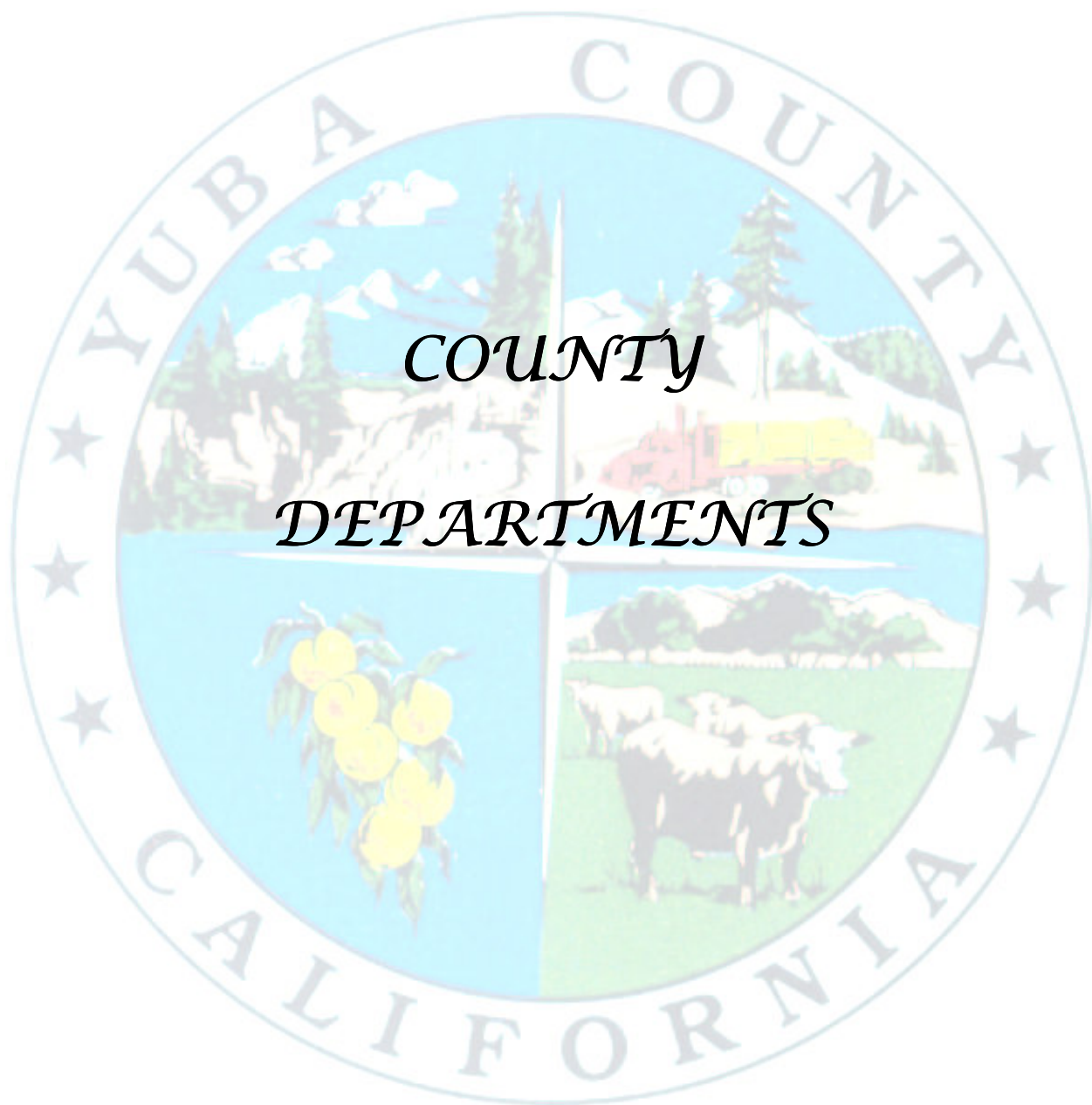
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Ollwell, Jane Stan, Nancy Vasquez,
and Jennette Wells



COUNTY

DEPARTMENTS

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068-15
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DEPUTY
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LEGAL SERVICES COORDINATOR

Date: February 10, 2015
To: Yuba County Board of Supervisors
From: John Vacek, Chief Deputy County Counsel
Jeremy Strang, Chief Code Enforcement Officer
Subject: Second Supplemental Staff Memorandum
Potential Changes to Chapter 7.40, Marijuana Cultivation

A handwritten signature in black ink, appearing to be "J. Vacek", is written over the printed name of John Vacek in the "From:" field.

Recommendation: It is recommended that the Board of Supervisors finalize a position on any revision to the marijuana cultivation ordinance and direct staff to prepare an ordinance in accordance with that position.

On January 13, 2015 staff presented, for consideration by the Yuba County Board of Supervisors, a fourth potential version of an ordinance amending the County's marijuana cultivation ordinance. That fourth version supplemented three other versions that had previously submitted to the Board. As with the previous versions, substantial public comment was received at the regular January 13 Board of Supervisors meeting; that public comment encompassing all four versions of the ordinance revision, as well as marijuana cultivation in the County in general. After public comment was received, the members of the Board discussed the matter at some length and arrived at a, perhaps not unanimous, consensus. Staff was provided direction to fashion a draft ordinance for Board consideration based upon the Shasta County "model" that had been one the original three versions presented to the Board. The Board was also interested in incorporating a registration system into the requested draft, similar to the registration system included in the "version number 4" proposal presented on January 13. The Board, as well, expressed an interest in several more, relatively minor, revisions to the original model. Based upon those comments and directions, staff has thus prepared a fifth potential marijuana cultivation ordinance revision, which will be discussed below. In addition to directions to staff at the conclusion of the January 13 meeting, the Board of Supervisors formed and *ad hoc* committee to further research and discuss the issue of amending the County's marijuana cultivation ordinance. Subsequent to the January 13 meeting, staff was contacted by the *ad hoc* committee and asked to prepare a version of a marijuana cultivation ordinance that would

substantially cut back allowable plant counts, but still allow limited outdoor cultivation. Such a draft has been prepared and is also discussed below. This sixth version is something of a “hybrid” version of the others—it prohibits outdoor cultivation entirely on small parcels (less than one acre), but retains the “graduated parcel size” element of the present ordinance, with greater restrictions on plant counts.

Both of the attached drafts are similar in their preamble and enforcement provisions. As has been previously discussed, minor “cleanup” changes have been made from the present ordinance provisions dealing with administration and enforcement of the ordinance, including the Board’s ability to preside over hearings and the elimination of any distinction, for plant count purposes, between “mature” and “immature” marijuana plants.

The fifth proposal is essentially a revision of the of the “Shasta County model” previously presented to the Board, but with the addition of a registration requirement. To summarize, this ordinance would allow the cultivation of up to 12 plants in a conforming accessory structure. Outdoor cultivation and cultivation inside a residence are not allowed. This ordinance incorporates the registration provisions similar to what had previously been presented to the Board in the fourth version of the proposed ordinance. This fifth proposal includes a requirement that the applicant clear any pending County Code actions on the property prior to qualifying for registration.

The sixth version of an ordinance proposal is basically a scaled back version of the County’s present ordinance, with the addition of a registration requirement. This proposal retains the present ordinance’s “graduated parcel size” scheme. Under this sixth version outdoor cultivation would be prohibited on parcels less than an acre in size, but indoor cultivation of up to 6 plants would be permitted. For parcels one to five acres in size, a maximum number of 12 plants are allowed on the parcel (indoors or outdoors), but no more than 6 (per dwelling or qualifying accessory structure) can be cultivated indoors. For parcels from five acres to twenty acres in size, no more than 18 plants total may be cultivated, with a maximum of 6 per structure indoors. For parcels in excess of twenty acres the maximum plant count goes up to 30 plants total, with the 6 plant per structure maximum for indoor cultivation continuing. The rationale for this sixth version is that much of the nuisance potential in marijuana cultivation is with the odor of the product; elimination of outdoor cultivation on small parcels would largely address the odor problem in primarily residential areas. With larger parcels the setback, fencing, and “sensitive area” restrictions are efforts to ameliorate the nuisance potential for outdoor cultivation. This sixth version of the ordinance contains a registration provision similar to version five.

As stated in previous staff memoranda, and during oral presentations, there is no particular legal significance to the numbers used in the allowable plant counts in the various versions of ordinances presented. There is legislative history supporting the premise that six plants is sufficient to sustain the needs of a legitimate medical marijuana user, but the Board of Supervisors has substantial authority to limit (up to and including a ban) marijuana cultivation to whatever degree is felt necessary to address the nuisance that such cultivation presents.

Draft Proposal #5

Shasta County BOS Model

COUNTY OF YUBA

SUMMARY OF PROPOSED ORDINANCE REPEALING AND REENACTING AS AMENDED CHAPTER 7.40 OF THE YUBA COUNTY ORDINANCE CODE RELATING TO MARIJUANA CULTIVATION

The following is a summary of an ordinance proposed to be adopted by the Board of Supervisors of the County of Yuba on _____ day of _____ 20__.

The proposed ordinance would repeal and reenact as amended Chapter 7.40 of the Yuba County Ordinance Code relating to Marijuana Cultivation.

The complete text of the proposed ordinance may be reviewed in the Office of the Clerk of the Board of Supervisors of Yuba County.

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

COUNTY OF YUBA

**SUMMARY OF ADOPTED ORDINANCE NO. _____
REPEALING AND REENACTING AS AMENDED CHAPTER 7.40
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO MARIJUANA CULTIVATION**

The following is a summary of an ordinance adopted by the Board of Supervisors of the County of Yuba on _____ day of _____ 20__.

The adopted ordinance repealed and reenacts as amended Chapter 7.40 of the Yuba County Ordinance Code relating to Marijuana Cultivation.

The ordinance was passed upon the following vote:

AYES:

NOES:

ABSENT:

The complete text of the ordinance may be reviewed in the Office of the Clerk of the Board of Supervisors of Yuba County.

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND RE-ENACTING AS AMENDED CHAPTER 7.40
MARIJUANA CULTIVATION**

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

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Chairperson of the Board of Supervisors County of
Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

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

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

Section 2. Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby amended to read as follows:

CHAPTER 7.40

MARIJUANA CULTIVATION

Sections

- 7.40.100 Authority**
- 7.40.120 Findings**
- 7.40.130 Scope**
- 7.40.140 Responsibilities**
- 7.40.150 Private Right of Action**
- 7.40.200 Definitions**
- 7.40.300 Cultivation Restrictions**
- 7.40.310 Cultivation Requirements**
- 7.40.320 Accessory Structures**
- 7.40.330 Fencing**
- 7.40.340 Registration Requirements**
- 7.40.400 Conditions Creating Public Nuisance**
- 7.40.500 Enforcement Authority**
- 7.40.510 Right of Entry/Inspection**
- 7.40.520 Violations**
- 7.40.530 Remedies**
- 7.40.540 Notice and Order to Abate**
- 7.40.550 Administrative Penalties**
- 7.40.560 Enforcement Costs**
- 7.40.600 Appeal**
- 7.40.605 Appeal Hearings**
- 7.40.610 Notice of Hearing**

- 7.40.620 Powers of the Yuba County Board of Supervisors**
- 7.40.630 Fairness of Hearings**
- 7.40.635 Evidentiary Rules**
- 7.40.640 Order of Proceeding at Hearing**
- 7.40.645 Speakers' Presentation**
- 7.40.650 Submission of Additional Written Evidence and Argument**
- 7.40.655 Field Trips**
- 7.40.660 Recording**
- 7.40.670 Decision**
- 7.40.680 Severability**

ARTICLE I GENERAL PROVISIONS

7.40.100 Authority

Pursuant to authority granted by Article XI Section 7 of the California Constitution, Section 11362.83(c) of the California Health and Safety Code and Section 25845 of the California Government Code, the Yuba County Board of Supervisors does hereby enact this Chapter.

7.40.110 Purpose & Intent

The purpose and intent in adopting this Chapter is to acknowledge State law as it relates to medical marijuana and to reduce conditions that create public nuisances through enacting these regulations including without limitation, restrictions as to location of cultivation, the number of marijuana plants, and the use of screening and security structures, to more effectively control the adverse impacts associated with marijuana cultivation as stated herein, while considering the desires of qualified patients and primary caregivers, in furtherance of the public necessity, health, safety, convenience, and general welfare within the Board's jurisdictional limits. Nothing in this Chapter shall be construed to authorize any use, possession, cultivation, or distribution of marijuana for non-medical purposes or that is in violation of state or federal law.

7.40.120 Findings

- A. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision.
- B. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no

exemption for the cultivation, manufacture, distribution, dispensation, or possession of marijuana for medical purposes.

- C. Division 10 of the California Health and Safety Code, Uniform Substance Control Act, makes it unlawful, under State law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.
- D. In 1996, the voters of the State of California approved Proposition 215, "The Compassionate Use Act", (codified as Health and Safety Code Section 11362.5) which was intended to decriminalize cultivation and possession of medical marijuana by a seriously ill patient, or the patient's primary caregiver, for the patient's personal use, and to create a limited defense to the crimes of possessing or cultivating marijuana. The Act further provided that nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.
- E. The State enacted SB 420 in 2004 (known as the "Medical Marijuana Program Act", codified as Health and Safety Code Section 11362.7 et seq.) to expand and clarify the scope of The Compassionate Use Act of 1996 by creating the Medical Marijuana Identification Card program, creating reasonable regulations for cultivating, processing, transporting and administering marijuana, as well as limiting the amount marijuana a qualified individual may possess. The Medical Marijuana Program Act defines a "primary caregiver" as an individual who is designated by a qualified patient or by a person with an identification card, and who has consistently assumed responsibility for the housing, health, or safety of that patient or person and is further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- F. The County's geographic and climatic conditions, which include dense forested areas receiving substantial precipitation, provide conditions that are favorable to outdoor marijuana cultivation, thus growers can achieve a high per-plant yield. The Federal Drug Enforcement Administration reports that various types of marijuana plants under various planting conditions may yield averages of 236 grams, or about one-half (1/2) pound, to 846 grams, or nearly two (2) pounds.
- G. The strong distinctive odor of marijuana plants creates an attractive nuisance, alerting persons to the location of the valuable plants, and has resulted in burglary, robbery and armed robbery.
- H. The strong and distinctive odor of marijuana plants creates a need to ensure that smells that disrupt the use of adjacent properties are minimized, much in the same way that the County has ordinances currently in place to minimize the smells associated with raising livestock.
- I. Children (minor under the age of 18) are particularly vulnerable to the effects of marijuana use and the presence of marijuana plants is an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children (including schools, parks, and other similar locations).
- J. The unregulated cultivation of marijuana in the unincorporated area of Yuba County can adversely affect the health, safety, and well-being of the County, its residents and

environment. Comprehensive civil regulation of premises used for marijuana cultivation is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.

- K. The indoor Cultivation of substantial amounts of Marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including, but not limited to, increased risk of fire from grow light systems, exposure to fertilizers, pesticides, anti-fungus/mold agents, and exposure to potential property crimes targeting the residence.
- L. Comprehensive restriction of premises used for marijuana cultivation is proper and necessary to address the risks and adverse impacts as stated herein, that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- M. Outdoor marijuana cultivation, especially within the foothills, is creating devastating impacts to California's surface and groundwater resources. The State Water Resources Control Board, the North Coast Regional Water Quality Control Board, the Central Valley Regional Water Quality Control Board and the Department of Fish and Wildlife have seen a dramatic increase in the number of marijuana gardens, and corresponding increases in impacts to water supply and water quality, including the discharge of sediments, pesticides, fertilizers, petroleum hydrocarbons, trash and human waste. The sources of these impacts result from unpermitted and unregulated timber clearing, road development, stream diversion for irrigation, land grading, erosion of disturbed surfaces and stream banks, and temporary human occupancy without proper sanitary facilities.
- N. The immunities from certain prosecution provided to qualified patients and their primary caregivers under State law to cultivate marijuana plants for medical purposes does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the County will achieve a significant reduction in the complaints of odor and the risks of fire, crime and pollution caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Yuba County.
- O. Nothing in this Chapter shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under State law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County of Yuba, Yuba County District Attorney, the Attorney General of State of California, or the United States of America.
- P. In *Browne v. County of Tehama*, 213 Cal. App. 4th 704 (2013), the California Court of Appeal stated that "Neither the Compassionate Use Act nor the Medical Marijuana Program grants . . . anyone . . . an unfettered right to cultivate marijuana for medical purposes. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either

statute.” Similarly, in *City of Riverside v. Inland Empire Patients Health & Wellness Center, Inc.*, 56 Cal. 4th 729 (2013), the California Supreme Court concurred that “Nothing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land . . .” Additionally, in *Maral v. City of Live Oak* (2013), 221 Cal.App. 4th 975, 983, review denied 2014 Cal. LEXIS 2402 (March 26, 2014), the same Court of Appeal held that “there is no right—and certainly no constitutional right—to cultivate medical marijuana . . .” The Court in *Live Oak* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

- Q. On May 1, 2012, the Board of Supervisors adopted Ordinance No. 1518 to regulate marijuana cultivation. On December 18, 2012, Ordinance 1522 was adopted revising Ordinance 1518 to modify enforcement procedures and requirements to a specific plant count based on property size from square foot of area for cultivation. The provisions of both Ordinances have proven to be inadequate to control the negative impacts of marijuana cultivation. Since the adoption of Ordinance No. 1522, there has been increased Marijuana Cultivation throughout the unincorporated areas of the County in violation of the provisions of that ordinance. In addition, the graduated areas for cultivation, based on parcel size, have proven cumbersome and problematic to administer and enforce. For example, the original limits were based on square feet of total Cultivation area, leading to uncertainty in measurement when the plants were not cultivated in a defined contiguous area, and the need for multiple inspections throughout the grow season. The current revisions contained in this ordinance are intended to address the aforementioned concerns, and simplify the regulations to be more readily understood by those affected, to expedite the code enforcement process and to more effectively control the adverse impacts associated with marijuana cultivation as stated herein, while considering the desires of Qualified Patients and their Primary Caregivers.

7.40.130 Scope

The provisions of this Chapter shall apply generally to all property throughout the unincorporated area of the County of Yuba.

7.40.140 Responsibilities

- A. Regardless of whether an owner is in actual possession of his or her real property, it is the duty of every owner of real property within the unincorporated area of Yuba County to prevent a public nuisance from arising on, or from existing upon, his or her real property.
- B. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the unincorporated limits of the County of Yuba. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Yuba to remove, abate and prevent the reoccurrence of any public nuisance upon such land.

7.40.150 Private Right of Action

Nothing contained in this Chapter shall be construed to prohibit the right of any person or public or private entity damaged by any violation of this Chapter to institute a civil proceeding for injunctive relief against such violation, for money damages, or for whatever other or additional relief the court deems appropriate. The remedies available under this Chapter shall be in addition to, and shall not in any way restrict other rights or remedies available under law.

ARTICLE 2 DEFINITIONS

7.40.200 Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

- A. "Accessory Structure" means a separate and permitted building located on the same parcel as the residence.
- B. "Code" means the Yuba County Ordinance Code.
- C. "Code Enforcement Officer" means any person employed by the County of Yuba and appointed to the position of code enforcement officer.
- D. "Costs of Enforcement" or "Enforcement Costs" means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this Chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from any decision rendered by any hearing body, the costs of judicially abating a violation and all costs associated with removing, correcting or otherwise abating any violation including administrative penalties of this Chapter.
- E. "County" means the County of Yuba.
- F. "Cultivation" means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.
- G. "Defined Area of Cultivation" means a single, indoor, area wherein all portions of cultivation are within one accessory structure completely screening the cultivation from public view.
- H. "Dwelling" means a building intended for human habitation that has been legally established, permitted and certified as a single-family or multi-family dwelling.
- I. "Enforcement Official" means the Code Enforcement Officer or the Sheriff, or the authorized deputies or designees of either, each of whom is independently authorized to enforce this

Chapter.

- J. "Fence" means a solid wall or a barrier connected by boards (redwood or cedar), masonry, rails, panels, or any other materials typically utilized for residential fences (subject to the approval of the Community Development and Services Agency) for the purpose of enclosing, securing, and screening space from public view. The term "Fence" does not include retaining walls.
- K. "Indoors" means within a fully enclosed structure, with a solid roof, floor, and walls. The structure must be securable against unauthorized entry and constructed of solid materials such as 3/8" or thicker plywood, glass, or equivalent materials. Shade-cloth covered and plastic sheeting covered, regardless of gauge, or similar products do not satisfy this requirement.
- L. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- M. "Marijuana plant" means any mature or immature marijuana plant including the stalks of the plant, or any marijuana seedling, that is capable of producing marijuana. A "mature" marijuana plant is one whose sex can be determined by visual inspection.
- N. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.
- O. "Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means parcels that are described, recorded and kept in official County records specifically including documents and maps used by the County Assessor's Office, the County Tax Collector's Office and the County Recorder's Office.
- P. "Primary Caregiver" shall have the same meaning as "primary caregiver" as defined in the California Health and Safety Code, commencing with Section 11362.7(d), and as further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Ca1.4th 274.
- Q. "Public View" shall mean as viewed at ground level, without the use of a ladder or similar device, from any place the general public has a lawful right to be including the public right of way, a public way or neighboring premises.
- R. "Qualified Patient" shall have the same meaning as "qualified patient" as defined in the California Health and Safety Code, commencing with Section 11362.7(f).
- S. "Residence" shall have the same meaning as "Dwelling".
- T. "Sheriff" or "Sheriff's Office" means the Yuba County Sheriff's Office or the authorized representatives thereof.

**ARTICLE 3
RESTRICTIONS AND REQUIREMENTS**

7.40.300 Cultivation Restrictions

- A. Outdoor cultivation on any Parcel is prohibited.
- B. Cultivation within a Dwelling or any other structure used or intended for human habitation is prohibited.
- C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.
- D. All persons and entities engaging in the cultivation of marijuana shall:
 - 1. Have a legal water source on the Parcel;
 - 2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation; and
 - 3. Not permit illegal discharges of water from the parcel.
- E. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.
- F. Applicants seeking authorization to cultivate marijuana on parcels where active Code Enforcement violations of any provision of the Yuba County Ordinance Code exist shall first correct Code violations prior to cultivating marijuana.

7.40.310 Cultivation Requirements

- A. Cultivation may only occur on a Parcel improved with an occupied, legally established, Dwelling in conformance with this Chapter. The cultivation shall be contained within the Defined Area of Cultivation in one, single, residential accessory structure affixed to the real property that:
 - 1. Meets the definition of “Indoor;”
 - 2. That is located on the same Parcel as the Dwelling of a qualified patient(s) or a primary caregiver(s); and
 - 3. That complies with all of the provisions of the Yuba County Code relating to accessory structures including, but not limited to, the County’s Development Code in Title XI, and construction codes in Title X of the Yuba County Ordinance Code. Where the provisions of this Chapter are more restrictive than other portions of the Yuba County Code the provisions of this Chapter shall govern.

7.40.320 Accessory Structures

- A. Accessory structures used for the cultivation of marijuana shall meet all of the following criteria:
1. The accessory structure, regardless of size, shall be legally constructed with all applicable development permits including, but not limited to, grading, structural, electrical, mechanical and plumbing approved by the applicable authorities prior to any cultivation activity. The conversion of any existing accessory structure, or portion thereof, for cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable authorities prior to any cultivation.
 2. The accessory structure shall not be built or placed within any mandatory setback required by the Yuba County Ordinance Code.
 3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the currently adopted California Electrical Code with anticipated loads identified.
 4. The accessory structure shall be equipped with a permanently installed and permitted odor control filtration and ventilation system adequate to prevent an odor, humidity, or mold problem within the structure, on the Parcel, or on adjacent parcels.
 5. If the accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes. Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid fence as described in Section 7.40.330 below.
- B. Structures that are exempt from Building Permits by Yuba County Ordinance Code, Chapter 10.05, shall not be used for the cultivation of marijuana.

7.40.330 Fencing

- A. Accessory structures that are required to be surrounded by a solid fence shall have a fence that is at least six (6) feet but not greater than (8) feet in height with a locking gate and conform to the following:
1. Fencing materials shall be in compliance with Section 7.40.200j;
 2. Location of fence shall meet zoning setback and height requirements;
 3. Fences over seven (7) feet in height will require proof of an approved building permit; and
 4. The fence and gate must be adequately secure to prevent unauthorized entry and keep the area out of reach of minors.

Exception: Topography, natural vegetation, bushes or hedgerows alone may constitute an adequate fence for the purposes of this Section, but shall be subject to the approval of Yuba County Community Development and Services Agency (CDSA).

7.40.340 Registration Requirements

- A. The cultivation of marijuana in any quantity upon any premises without first registering the

cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.

- B. The Registration Application shall be prescribed by Yuba County Community Development and Services Agency (CDSA) and shall at a minimum contain the following:
1. The person(s) owning, leasing, occupying, or having charge or possession of any premises have submitted the required annual registration for the premises to CDSA, and provided all of the following current information and documentation to CDSA:
 - a. The name of each person, owning, leasing, occupying, or having charge or possession of the premises;
 - b. The name of each qualified patient or primary caregiver who participates in the cultivation, either directly or by providing reimbursement for marijuana or the services provided in conjunction with the provision of that marijuana;
 - c. A copy of the current valid medical recommendation or State-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver;
 - d. The number of marijuana plants cultivated on the premises; and
 - e. Such other information and documentation as the Department determines is necessary to ensure compliance with State law and this Chapter.
 2. The registration shall contain a statement in substantially the following form: By submitting this registration, the property owner and the cultivator, if different, will allow an enforcing officer(s) to enter the property, at a reasonable time, to inspect for compliance with this Chapter.
 3. The registration shall contain a statement, under penalty of perjury, that the information is true and accurate.
- C. Where the registration application is deemed complete, and no violations or conditions are identified to prohibit marijuana cultivation, a registration number shall be provided to the applicants. The registration number shall be kept with the cultivation and shall be presented to the inspecting officer upon request.
- D. This information and documentation shall be received in confidence, and shall be used or disclosed only for purposes of administration or enforcement of this Chapter or State law, or as otherwise required by law.
- E. The Board of Supervisors shall, by Resolution, establish a fee for such annual registration in accordance with all applicable legal requirements.
- F. Every registration under this Chapter shall be valid for no more than one calendar year and shall expire on December 31st of that year. An expired registration shall be renewed in the same manner as an initial registration hereunder. In the event that the registration of any premises for any calendar year is submitted after March 1st of that year, the registrant shall pay a late registration penalty equal to fifty percent (50%) of the applicable registration fee. The Director of CDSA may waive the late registration penalty if the failure to timely register

was due to reasonable cause and not due to willful neglect.

- G. If the person(s) cultivating marijuana on any legal parcel is/are not the legal owner(s) of the parcel, such person(s) shall submit a notarized letter from the legal owner(s) consenting to the cultivation of marijuana on the parcel. Notwithstanding the foregoing, the owner of a Parcel where the cultivator has not obtained a notarized letter shall still be responsible for any nuisance that has been determined to exist upon their property. The Department shall prescribe forms for such letters.
- H. No person(s) shall have any vested rights to any authorization, right, or interest under this Ordinance, regardless of whether such person(s) cultivated marijuana prior to the adoption of this Ordinance. Nothing in this section shall be construed to confer a right to cultivate marijuana prior to the actual approval of a registration application by the Department.

ARTICLE 4 PUBLIC NUISANCE

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.
- B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance with this Chapter.
- C. The cultivation of marijuana on a Parcel by anyone other than a qualified patient or a primary caregiver. A physician's recommendation shall be kept onsite at all times and shall be posted in plain view for inspection. Where multiple people are cultivating, each physician recommendation shall be posted.
- D. Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.
- E. The cultivation of marijuana in a manner that exceeds 12 plants.
- F. The improper use, storage and/or disposal (per the manufacturer's instructions and/or any law that governs same) of chemicals, fertilizers, gas products (CO₂, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.
- G. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.

ARTICLE 5 ENFORCEMENT

7.40.500 Enforcement Authority

The Office of the Yuba County Sheriff and/or the Director of the County Department that has been assigned responsibility for administration of Code Enforcement services are hereby designated to enforce this Chapter.

7.40.510 Right of Entry/Inspection

To enforce the provision of this Code, an Enforcement Officer may at a reasonable time request inspection of any parcel suspected of cultivating marijuana. If the person owning or occupying the parcel refuses the request for an inspection, the Enforcement Officer shall have recourse to every remedy provided by law to secure entry, including obtaining an inspection warrant.

7.40.520 Violations

- A. It is unlawful and a violation of this Chapter for any person to permit a public nuisance to exist upon real property in which such person has an ownership or possessory interest.
- B. It shall be unlawful and a violation of this Chapter to do anything in contrary to the guidelines set forth in this Chapter.
- C. Each person violating this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, which any violation of any provision of this Chapter is committed, continued, or permitted by any such person. Any violation which persists for more than one day is deemed a continuing violation.

7.40.530 Remedies

- A. Any violation of this Chapter shall be deemed a public nuisance and is subject to any enforcement process authorized by law or as outlined in this Code.
- B. Nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the County of Yuba or any other governmental entity to enforce County ordinances, to abate any and all nuisances, or employ any remedy available at law or equity.
- C. Issuance of a warning shall not be a requirement prior to using any enforcement provision of this Code. Violations are not tiered and are subject to enforcement without warning.

7.40.540 Notice and Order to Abate

- A. Upon making a determination that a public nuisance exists, the Enforcement Official shall notify the owner and/or the alleged violator that a public nuisance exists upon such owner's property. As to an owner, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner directs. As to an alleged violator whom the Enforcement Official has

determined directly or indirectly contributed to the condition creating the nuisance, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, to the last known address of the alleged violator. In addition, the Notice and Order to Abate shall be delivered by first class mail, with postage prepaid, addressed to the owner and/or alleged violator at the same addresses. A copy shall also be posted on the property. The Enforcement Official shall complete a proof of service.

- B. The Notice and Order to Abate shall describe the use or condition which constitutes the public nuisance; and shall order that the uses or conditions constituting the nuisance be abated by demolition, securing, removal, cleanup, repair or other means within a reasonable time certain as determined necessary for such abatement by the Enforcement Official based upon the nature and complexity of the abatement process, normally being three (3) days, or less, from the date such notice is mailed and/or posted.

7.40.550 Administrative Penalties

- A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:
 - 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.
 - 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.
 - 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.
- B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.
- C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.

7.40.560 Enforcement Costs

- A. All costs and penalties associated with the enforcement of this Chapter are the responsibility

of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.

- B. Where costs and penalties go unpaid beyond 30 days, the Enforcement Official shall take action to confirm the costs, record a lien and place a special tax assessment pursuant to procedures as set forth in Chapter 7.36 of the Yuba County Ordinance Code.

ARTICLE 6 APPEALS AND UNIFORM HEARINGS AND PROCEDURES

7.40.600 Appeal

Any person who has received a Notice and Order to Abate Public Nuisance may request an appeal before the Yuba County Board of Supervisors within 10 calendar days of the date of the Notice and Order to Abate. The request for appeal shall be in writing and must be accompanied by a deposit for costs as enumerated in Title XIII of this Code.

7.40.605 Appeal Hearings

Abatement hearings and hearings to determine administrative penalties shall be heard by the Yuba County Board of Supervisors. The Board of Supervisors, in its discretion, may appoint a hearing officer or commissioner to hear and preside over such hearings.

7.40.610 Notice of Hearing

If the owner or alleged violator requests a hearing within ten (10) calendar days of the date of the Notice and Order to Abate, the Enforcement Official shall schedule a hearing and provide notice to the owner or alleged violator of the time and place the hearing will take place. Notice of the hearing shall be delivered by personal service or by Certified Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. In addition, the Notice of Hearing shall be delivered by first class mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. The Enforcement Official shall complete a proof of service. The hearing shall be set for a date that is not less than five (5) and not more than thirty (30) days from the date that the request for hearing is filed with the Enforcement Official.

7.40.620 Powers of the Yuba County Board of Supervisors

The Yuba County Board of Supervisors shall have the power to conduct the hearing, the power to decide a matter upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the

admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings.

7.40.630 Fairness of Hearings

Hearings shall be conducted in a manner suitable to ensure fundamental fairness to all parties concerned, limited by the need to secure relevant information necessary to render a decision without unnecessary delay.

7.40.635 Evidentiary Rules

The hearing need not be conducted according to technical rules relating to evidence. Any evidence may be presented if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but may be rejected if deemed to be unreliable. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at a hearing. Unduly repetitious or irrelevant evidence shall be excluded at the discretion of the Yuba County Board of Supervisors.

7.40.640 Order of Proceeding at Hearing

The Yuba County Board of Supervisors shall ordinarily proceed in the following order when conducting hearings:

- A. The Enforcement Official's presentation shall proceed first. It should include identification of the file and property, a summary of the history and matters at issue, a staff analysis of the legal and factual issues involved, permitted uses to which the property was and is subject, and accounting of enforcement costs relating to the property, and a recommended decision.
- B. A presentation by or on behalf of the appellant shall next proceed.
- C. Tenants or other occupants of the subject property shall speak third.
- D. Individuals who are not appealing but own property immediately contiguous to the subject property shall speak fourth.
- E. Other interested parties shall speak fifth.
- F. The appellant shall be entitled to rebuttal.

7.40.645 Speakers' Presentation

Each speaker shall approach the microphone and give his or her full name and address for the record.

- A. Each speaker's presentation shall be to the point and shall be as brief as possible; visual and other materials may be used as appropriate, but, if used, shall become part of the public record and the property of the County. The Yuba County Board of Supervisors may establish a time limit for presentations; provided, however, that at least ten minutes shall be allowed for each speaker. Speakers shall, at the discretion of the Yuba County Board of Supervisors,

be allowed to speak for longer than ten minutes if that speaker represents a group of individuals, the remainder of which chose not to speak. Speakers with lengthy presentations are encouraged to submit them in writing. There shall be no limitation upon length of written statements.

- B. The Yuba County Board of Supervisors shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. The parties may be represented by legal counsel. Testimony shall be taken on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues presented; to impeach any witness; and to rebut evidence. Witnesses shall be subject to cross-examination by the Yuba County Board of Supervisors.
- C. Subject to the Yuba County Board of Supervisors' right to accept a motion to conclude the taking of all testimony or to close the public hearing when a reasonable opportunity to present all questions and points of view has been allowed, any person wishing to speak shall be heard. Except for rebuttal allowed, each speaker shall speak only once.
- D. The Yuba County Board of Supervisors shall preserve all photographs and other documentary evidence introduced at the time of the hearing. After all of the testimony is taken, the Yuba County Board of Supervisors shall close the public hearing unless he or she deems it necessary to continue the hearing for the receipt of additional evidence or an ordinance interpretation from the Affected Department.

7.40.650 Submission of Additional Written Evidence and Argument

At any time before or after the hearing up to the point the hearing is closed by the Yuba County Board of Supervisors, any interested party may submit written evidence or argument. In the event the Yuba County Board of Supervisors concludes the hearing and continues the decision to another time, the Yuba County Board of Supervisors may, in their discretion, set a deadline for submission of written argument. Except for the receipt of written argument, no ex parte communications, either direct or indirect, shall be received by the Yuba County Board of Supervisors during the period of a continuance or after the public hearing has been closed.

7.40.655 Field Trips

Whenever the Yuba County Board of Supervisors deems it necessary to take a field trip to view the site in question, the Yuba County Board of Supervisors may conduct a site visit. Unless the site visit is tape recorded, the Yuba County Board of Supervisors shall not talk to any members of the public during the conduct of such site visit. After the conduct of a site visit, the Yuba County Board of Supervisors shall place into the record the visual observations made and the conclusions drawn as a result of such visit.

7.40.660 Recording

All proceedings shall be recorded. If a verbatim transcript is desired, the person requesting the transcript shall have the responsibility for arranging for the appearance of a court reporter to

transcribe the hearing. In the event that a court reporter is present at the request of an interested party, the party retaining the court reporter shall provide a copy of the reporter's written transcript to the Yuba County Board of Supervisors at no charge to the County.

7.40.670 Decision

The decision of the Yuba County Board of Supervisors is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16.

7.40.680 Severability

If any section, subsection, sentence, clause, or phrase of this Chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Draft Proposal #6

Chapter 7.40 Modified

COUNTY OF YUBA

SUMMARY OF PROPOSED ORDINANCE REPEALING AND REENACTING AS AMENDED CHAPTER 7.40 OF THE YUBA COUNTY ORDINANCE CODE RELATING TO MARIJUANA CULTIVATION

The following is a summary of an ordinance proposed to be adopted by the Board of Supervisors of the County of Yuba on _____ day of _____ 20__.

The proposed ordinance would repeal and reenact as amended Chapter 7.40 of the Yuba County Ordinance Code relating to Marijuana Cultivation.

The complete text of the proposed ordinance may be reviewed in the Office of the Clerk of the Board of Supervisors of Yuba County.

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

COUNTY OF YUBA

**SUMMARY OF ADOPTED ORDINANCE NO. _____
REPEALING AND REENACTING AS AMENDED CHAPTER 7.40
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO MARIJUANA CULTIVATION**

The following is a summary of an ordinance adopted by the Board of Supervisors of the County of Yuba on _____ day of _____ 20__.

The adopted ordinance repealed and reenacts as amended Chapter 7.40 of the Yuba County Ordinance Code relating to Marijuana Cultivation.

The ordinance was passed upon the following vote:

AYES:

NOES:

ABSENT:

The complete text of the ordinance may be reviewed in the Office of the Clerk of the Board of Supervisors of Yuba County.

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND RE-ENACTING AS AMENDED CHAPTER 7.40
MARIJUANA CULTIVATION**

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

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Chairperson of the Board of Supervisors County of
Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

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

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

Section 2. Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby amended to read as follows:

**CHAPTER 7.40
MARIJUANA CULTIVATION**

Sections

- 7.40.100 Authority**
- 7.40.110 Purpose & Intent**
- 7.40.120 Findings**
- 7.40.130 Scope**
- 7.40.140 Responsibilities**
- 7.40.150 Private Right of Action**
- 7.40.200 Definitions**
- 7.40.300 General Cultivation Requirements**
- 7.40.310 Indoor Cultivation Requirements**
- 7.40.320 Outdoor Cultivation Requirements**
- 7.40.330 Fencing Requirements**
- 7.40.340 Registration Requirements**
- 7.40.400 Conditions Creating Public Nuisance**
- 7.40.500 Enforcement Authority**
- 7.40.510 Right of Entry/Inspection**
- 7.40.520 Violations**
- 7.40.530 Remedies**
- 7.40.540 Notice and Order to Abate**
- 7.40.550 Administrative Penalties**
- 7.40.560 Enforcement Costs**
- 7.40.600 Appeal**

- 7.40.605 Appeal Hearings**
- 7.40.610 Notice of Hearing**
- 7.40.620 Powers of the Yuba County Board of Supervisors**
- 7.40.630 Fairness of Hearings**
- 7.40.635 Evidentiary Rules**
- 7.40.640 Order of Proceeding at Hearing**
- 7.40.645 Speakers' Presentation**
- 7.40.650 Submission of Additional Written Evidence and Argument**
- 7.40.655 Field Trips**
- 7.40.660 Recording**
- 7.40.670 Decision**
- 7.40.680 Severability**

**ARTICLE 1
GENERAL PROVISIONS**

7.40.100 Authority

Pursuant to authority granted by Article XI Section 7 of the California Constitution, Section 11362.83(c) of the California Health and Safety Code and Section 25845 of the California Government Code, the Yuba County Board of Supervisors does hereby enact this Chapter.

7.40.110 Purpose & Intent

The purpose and intent in adopting this Chapter is to acknowledge State law as it relates to medical marijuana and to reduce conditions that create public nuisances through enacting these regulations including without limitation, restrictions as to location of cultivation, the number of marijuana plants, and the use of screening and security structures, to more effectively control the adverse impacts associated with marijuana cultivation as stated herein, while considering the desires of qualified patients and primary caregivers, in furtherance of the public necessity, health, safety, convenience, and general welfare within the Board's jurisdictional limits. Nothing in this Chapter shall be construed to authorize any use, possession, cultivation, or distribution of marijuana for non-medical purposes or that is in violation of state or federal law.

7.40.120 Findings

- A. The Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision.
- B. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act contains no exemption for the cultivation, manufacture, distribution, dispensation, or possession of

marijuana for medical purposes.

- C. Division 10 of the California Health and Safety Code, Uniform Substance Control Act, makes it unlawful, under State law, for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.
- D. In 1996, the voters of the State of California approved Proposition 215, "The Compassionate Use Act", (codified as Health and Safety Code Section 11362.5) which was intended to decriminalize cultivation and possession of medical marijuana by a seriously ill patient, or the patient's primary caregiver, for the patient's personal use, and to create a limited defense to the crimes of possessing or cultivating marijuana. The Act further provided that nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.
- E. The State enacted SB 420 in 2004 (known as the "Medical Marijuana Program Act", codified as Health and Safety Code Section 11362.7 et seq.) to expand and clarify the scope of The Compassionate Use Act of 1996 by creating the Medical Marijuana Identification Card program, creating reasonable regulations for cultivating, processing, transporting and administering marijuana, as well as limiting the amount marijuana a qualified individual may possess. The Medical Marijuana Program Act defines a "primary caregiver" as an individual who is designated by a qualified patient or by a person with an identification card, and who has consistently assumed responsibility for the housing, health, or safety of that patient or person and is further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- F. The County's geographic and climatic conditions, which include dense forested areas receiving substantial precipitation, provide conditions that are favorable to outdoor marijuana cultivation, thus growers can achieve a high per-plant yield. The Federal Drug Enforcement Administration reports that various types of marijuana plants under various planting conditions may yield averages of 236 grams, or about one-half (1/2) pound, to 846 grams, or nearly two (2) pounds.
- G. The strong distinctive odor of marijuana plants creates an attractive nuisance, alerting persons to the location of the valuable plants, and has resulted in burglary, robbery and armed robbery.
- H. The strong and distinctive odor of marijuana plants creates a need to ensure that smells that disrupt the use of adjacent properties are minimized, much in the same way that the County has ordinances currently in place to minimize the smells associated with raising livestock.
- I. Children (minor under the age of 18) are particularly vulnerable to the effects of marijuana use and the presence of marijuana plants is an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children (including schools, parks, and other similar locations).
- J. The unregulated cultivation of marijuana in the unincorporated area of Yuba County can adversely affect the health, safety, and well-being of the County, its residents and environment. Comprehensive civil regulation of premises used for marijuana cultivation is

proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation, and that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.

- K. The indoor Cultivation of substantial amounts of Marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including, but not limited to, increased risk of fire from grow light systems, exposure to fertilizers, pesticides, anti-fungus/mold agents, and exposure to potential property crimes targeting the residence.
- L. Comprehensive restriction of premises used for marijuana cultivation is proper and necessary to address the risks and adverse impacts as stated herein, that are especially significant if the amount of marijuana cultivated on a single premises is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.
- M. Outdoor marijuana cultivation, especially within the foothills, is creating devastating impacts to California's surface and groundwater resources. The State Water Resources Control Board, the North Coast Regional Water Quality Control Board, the Central Valley Regional Water Quality Control Board and the Department of Fish and Wildlife have seen a dramatic increase in the number of marijuana gardens, and corresponding increases in impacts to water supply and water quality, including the discharge of sediments, pesticides, fertilizers, petroleum hydrocarbons, trash and human waste. The sources of these impacts result from unpermitted and unregulated timber clearing, road development, stream diversion for irrigation, land grading, erosion of disturbed surfaces and stream banks, and temporary human occupancy without proper sanitary facilities.
- N. The immunities from certain prosecution provided to qualified patients and their primary caregivers under State law to cultivate marijuana plants for medical purposes does not confer the right to create or maintain a public nuisance. By adopting the regulations contained in this Chapter, the County will achieve a significant reduction in the complaints of odor and the risks of fire, crime and pollution caused or threatened by the unregulated cultivation of marijuana in the unincorporated area of Yuba County.
- O. Nothing in this Chapter shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, or consumption of marijuana that is otherwise illegal under State law. No provision of this Chapter shall be deemed a defense or immunity to any action brought against any person by the County of Yuba, Yuba County District Attorney, the Attorney General of State of California, or the United States of America.
- P. In *Browne v. County of Tehama*, 213 Cal. App. 4th 704 (2013), the California Court of Appeal stated that "Neither the Compassionate Use Act nor the Medical Marijuana Program grants . . . anyone . . . an unfettered right to cultivate marijuana for medical purposes. Accordingly, the regulation of cultivation of medical marijuana does not conflict with either statute." Similarly, in *City of Riverside v. Inland Empire Patients Health & Wellness Center, Inc.*, 56 Cal. 4th 729

(2013), the California Supreme Court concurred that “Nothing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land . . .” Additionally, in *Maral v. City of Live Oak* (2013), 221 Cal.App. 4th 975, 983, review denied 2014 Cal. LEXIS 2402 (March 26, 2014), the same Court of Appeal held that “there is no right—and certainly no constitutional right—to cultivate medical marijuana . . .” The Court in *Live Oak* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority.

- Q. On May 1, 2012, the Board of Supervisors adopted Ordinance No. 1518 to regulate marijuana cultivation. On December 18, 2012, Ordinance 1522 was adopted revising Ordinance 1518 to modify enforcement procedures and requirements to a specific plant count based on property size from square foot of area for cultivation. The provisions of both Ordinances have proven to be inadequate to control the negative impacts of marijuana cultivation. Since the adoption of Ordinance No. 1522, there has been increased Marijuana Cultivation throughout the unincorporated areas of the County in violation of the provisions of that ordinance. In addition, the graduated areas for cultivation, based on parcel size, have proven cumbersome and problematic to administer and enforce. For example, the original limits were based on square feet of total Cultivation area, leading to uncertainty in measurement when the plants were not cultivated in a defined contiguous area, and the need for multiple inspections throughout the grow season. The current revisions contained in this ordinance are intended to address the aforementioned concerns, and simplify the regulations to be more readily understood by those affected, to expedite the code enforcement process and to more effectively control the adverse impacts associated with marijuana cultivation as stated herein, while considering the desires of Qualified Patients and their Primary Caregivers.

7.40.130 Scope

The provisions of this Chapter shall apply generally to all property throughout the unincorporated area of the County of Yuba.

7.40.140 Responsibilities

- A. Regardless of whether an owner is in actual possession of his or her real property, it is the duty of every owner of real property within the unincorporated area of Yuba County to prevent a public nuisance from arising on, or from existing upon, his or her real property.
- B. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the unincorporated limits of the County of Yuba. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Yuba to remove, abate and prevent the reoccurrence of any public nuisance upon such land.

7.40.150 Private Right of Action

Nothing contained in this Chapter shall be construed to prohibit the right of any person or public or private entity damaged by any violation of this Chapter to institute a civil proceeding for injunctive

relief against such violation, for money damages, or for whatever other or additional relief the court deems appropriate. The remedies available under this Chapter shall be in addition to, and shall not in any way restrict other rights or remedies available under law.

ARTICLE 2 DEFINITIONS

7.40.200 Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

- A. "Accessory Structure" means a separate and permitted building located on the same parcel as the residence or an attached garage separated by a firewall.
- B. "Code" means the Yuba County Ordinance Code
- C. "Code Enforcement Officer" means any person employed by the County of Yuba and appointed to the position of code enforcement officer.
- D. "Costs of Enforcement" or "Enforcement Costs" means all costs, direct or indirect, actual or incurred related to the performance of various administrative acts required pursuant to the enforcement of this Chapter, which include but are not limited to: administrative overhead, salaries and expenses incurred by County Officers, site inspections, investigations, notices, telephone contacts and correspondence, conducting hearings, as well as time expended by County staff in calculating the above expenses. The costs also include the cost of time and expenses associated with bringing the matter to hearing, the costs associated with any appeals from any decision rendered by any hearing body, the costs of judicially abating a violation and all costs associated with removing, correcting or otherwise abating any violation including administrative penalties of this Chapter.
- E. "County" means the County of Yuba.
- F. "Cultivation" means the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.
- G. "Defined Area of Cultivation" means a single indoor area per residence or accessory structure or single outdoor area defined by visible boundaries, wherein all portions of cultivation, including all of the marijuana plant canopy, resides within and that vertically projects no higher than the fence or wall screening the cultivation from public view.
- H. "Dwelling" means a building intended for human habitation that has been legally established, permitted and certified as a single-family and includes second dwellings and duplexes. Dwelling does not include Multi-Unit Residential, hotels, motels, trailers, tents, converted transit vehicles, boarding or lodging houses, or any type of temporary structures.
- I. "Enforcement Official" means the Code Enforcement Officer or the Sheriff, or the authorized deputies or designees of either, each of whom is independently authorized to enforce this Chapter.

- J. "Fence" means a solid wall or a barrier connected by boards (redwood or cedar), masonry, rails, panels, or any other materials typically utilized for residential fences (subject to the approval of the Community Development and Services Agency) for the purpose of enclosing, securing, and screening space from public view. The term "Fence" does not include retaining walls.
- K. "Indoors" means within a fully enclosed structure, with a solid roof, floor, and walls. The structure must be securable against unauthorized entry and constructed of solid materials such as 3/8" or thicker plywood, glass, or equivalent materials. Shade-cloth covered and plastic sheeting covered, regardless of gauge, or similar products do not satisfy this requirement.
- L. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- M. "Marijuana Plant" means any mature or immature marijuana plant including the stalks of the plant, or any marijuana seedling, that is capable of producing marijuana. A "mature" marijuana plant is one whose sex can be determined by visual inspection.
- N. "Multi-Unit Residential" means three, or more, attached or detached dwellings, or dwelling units, on a single or on adjoining parcels and include, but are not limited to mobile home parks, triplexes, apartments and condominiums.
- O. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.
- P. "Parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code) and also means parcels that are described, recorded and kept in official County records specifically including documents and maps used by the County Assessor's Office, the County Tax Collector's Office and the County Recorder's Office.
- Q. "Primary Caregiver" shall have the same meaning as "primary caregiver" as defined in the California Health and Safety Code, commencing with Section 11362.7(d), and as further defined in the California Supreme Court decision *People v. Mentch* (2008) 45 Cal.4th 274.
- R. "Public View" shall mean as viewed at ground level, without the use of a ladder or similar device, from any place the general public has a lawful right to be including the public right of way, a public way or neighboring premises.
- S. "School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.
- T. "School Bus Stop" means any location designated in accordance with California Code of

Regulations, Title 13, Section 1238, to receive school buses, as defined in California Vehicle Code Section 233, or school pupil activity buses, as defined in Vehicle Code Section 546.

- U. "Qualified Patient" shall have the same meaning as "qualified patient" as defined in the California Health and Safety Code, commencing with Section 11362.7(f).
- V. "Residence" shall have the same meaning as "Dwelling".
- W. "Sheriff" or "Sheriff's Office" means the Yuba County Sheriff's Office or the authorized representatives thereof.
- X. "Youth-Oriented facility" means preschool, elementary school, middle school, high school, public park, church, large family day care or day care center. The definition also includes, but is not limited to, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

ARTICLE 3 REQUIREMENTS AND REGISTRATION

7.40.300 General Cultivation Requirements

- A. Cultivation of marijuana in a manner that exceeds the maximum number of plants per parcel as listed below is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.
- B. Cultivation may only occur on a Parcel improved with an occupied, legally established, Dwelling, or Multi-Family Residential, in conformance with this Chapter. The cultivation either indoors or outdoors and shall not exceed the following quantities:
 - 1. For parcels less than one (1) acre in size, Outdoor cultivation is prohibited. Indoor cultivation shall be:
 - a. Parcels improved with one dwelling, 6 marijuana plants may be cultivated indoors.
 - b. Parcels improved with more than one dwelling, or multi-family residential, a maximum number of 6 marijuana plants may be cultivated within each dwelling and shall not be cultivated in any other structure.
 - 2. For parcels one (1) acre but less than five (5) acres in size, 12 marijuana plants total.
 - a. Parcels improved with one dwelling, a combined limit of indoor and outdoor cultivation of no more than 12 marijuana plants.
 - b. Parcels improved with more than one dwelling a maximum number of 6 marijuana plants may be cultivated within each dwelling or a maximum number of 12 plants may be cultivated within one accessory structure.
 - 3. For parcels five (5) acres but less than twenty (20) acres in size, 18 marijuana plants total.

- a. Parcels improved with one dwelling, a combined limit of indoor and outdoor cultivation of no more 18 marijuana plants.
- b. Parcels improved with more than one dwelling a maximum number of 6 marijuana plants may be cultivated within each dwelling or a maximum of 18 plants total may be cultivated within one accessory structure.
- 4. For parcels twenty (20) acres or more in size, 30 marijuana plants.
 - a. Parcels improved with one dwelling, a combined limit of indoor and outdoor cultivation of no more than 30 marijuana plants.
 - b. Parcels improved with more than one dwelling a maximum number of 6 marijuana plants may be cultivated within each dwelling or a maximum of 30 plants total may be cultivated within one accessory structure.
- 5. For parcels containing Multi-Unit Residential, regardless of parcel size, outdoor cultivation is prohibited. Each dwelling unit shall be limited to 6 plants within each dwelling unit.
- C. Marijuana cultivation, either indoors or outdoors, shall be contained within a single Defined Area of Cultivation.
- D. Marijuana cultivation, either indoors or outdoors, shall be screened from Public View and shall not be accessible to Minors.
- E. All persons and entities engaging in the cultivation of marijuana shall:
 - 1. Have a legal water source on the Parcel;
 - 2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation; and
 - 3. Not permit illegal discharges of water from the parcel.
- F. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.
- G. Applicants seeking authorization to cultivate marijuana on parcels where active Code Enforcement violations of any provision of the Yuba County Ordinance Code exist shall first correct Code violations prior to cultivating marijuana.

7.40.310 Indoor Cultivation Requirements

- A. No portion of any structure, including a dwelling, shall be altered unless a building permit has first been obtained, and under no circumstance shall any alteration create a fire-life-safety hazard, and shall comply with the following:
 - 1. Accessory structures used for the cultivation of marijuana shall meet all of the following criteria:
 - a. The accessory structure, regardless of size, shall be legally constructed with all applicable development permits including, but not limited to, grading, structural, electrical, mechanical and plumbing approved by the applicable authorities prior to any cultivation activity. The conversion of any existing accessory structure, or portion thereof, for cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable authorities prior to any cultivation.
 - b. The accessory structure shall not be built or placed within any mandatory setback

- required by the Yuba County Ordinance Code.
- c. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the currently adopted California Electrical Code with anticipated loads identified.
 - d. The accessory structure shall be equipped with a permanently installed and permitted odor control filtration and ventilation system adequate to prevent an odor, humidity, or mold problem within the structure, on the Parcel, or on adjacent parcels.
 - e. If the accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes. Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid fence as described in Section 7.40.330, below.
2. Accessory Structures that are exempt from Building Permits by Yuba County Ordinance Code, Chapter 10.05, shall not be used for the cultivation of marijuana.
 3. Dwellings used for the cultivation of marijuana shall meet all of the following:
 - a. Lighting used for cultivation shall not exceed 1200 watts, unless dedicated circuit(s) have been installed pursuant to an approved building permit;
 - b. No gas products (CO₂, butane, etc.) are used;
 - c. The cultivation is not located within the kitchen; and
 - d. The dwelling maintains at least one operable bathroom that does not contain marijuana.

7.40.320 Outdoor Cultivation Requirements

- A. Outdoor cultivation shall not be located on parcels in a manner that increases the potential to create a public nuisance, and shall reduce the potential by:
 1. First and foremost, locating the area of cultivation on the parcel as far away as possible from neighboring residences;
 2. Locating the area of cultivation on the parcel as close as possible to the cultivator's residence for security purposes, but taking into consideration the need to keep the cultivation away from neighboring residences; and
 3. Completely surrounding the cultivation by a solid fence as described in Section 7.40.330, below.
- B. Outdoor cultivation of marijuana shall not be located within:
 1. Fifty (50) feet of the property line and within six hundred (600) feet of a school, school bus stop, park, or youth-oriented facility on parcels one (1) acre but less than five (5) acres in size.
 2. One hundred (100) feet of the property line and within one thousand (1,000) feet of a school, school bus stop, park, or youth-oriented facility on parcels five (5) acres but less than twenty (20).
 3. Two hundred (200) feet of the property line and within one thousand (1,000) feet of a school, school bus stop, park, or youth-oriented facility on parcels twenty (20) acres or more in size.

- C. The distances specified in this section shall be the horizontal distance measured in a straight line to the closest area in which the medical marijuana is cultivated.

7.40.330 Fencing Requirements

- A. Cultivation that is required to be fully surrounded by a solid fence shall:
 - 1. Be at least six (6) feet but not greater than (8) feet in height with a locking gate to prevent unauthorized entry and keep the area out of reach of minors;
 - a. Fences over seven (7) feet in height will require proof of an approved building permit,
 - 2. Fencing materials shall be in compliance with Section 7.40.200J;
 - 3. Meet zoning setback and height requirements;
 - 4. Not allow marijuana plant(s) to be higher than the fence.
- B. Bushes or hedgerows alone shall not constitute an adequate fence under this Chapter. However, for parcels greater than 5 acres in size, a combination of mature vegetation or natural topography that keeps the cultivation out of public view in combination with a securable six foot tall chain link fence may be substituted for a solid fence and shall be at the discretion of the Yuba County Community Development and Services Agency (CDSA) Director.

7.40.340 Registration Requirements

- A. The cultivation of marijuana in any quantity upon any premises without first registering the cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.
- B. The Registration Application shall be prescribed by Yuba County Community Development and Services Agency (CDSA) and shall at a minimum contain the following:
 - 1. The person(s) owning, leasing, occupying, or having charge or possession of any premises have submitted the required annual registration for the premises to CDSA, and provided all of the following current information and documentation to CDSA:
 - a. The name of each person, owning, leasing, occupying, or having charge or possession of the premises;
 - b. The name of each qualified patient or primary caregiver who participates in the cultivation, either directly or by providing reimbursement for marijuana or the services provided in conjunction with the provision of that marijuana;
 - c. A copy of the current valid medical recommendation or State-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver;
 - d. The number of marijuana plants cultivated on the premises; and
 - e. Such other information and documentation as the Department determines is necessary to ensure compliance with State law and this Chapter.
 - 2. The registration shall contain a statement in substantially the following form: By submitting this registration, the property owner and the cultivator, if different, will allow an enforcing officer(s) to enter the property, at a reasonable time, to inspect for compliance with this

Chapter.

3. The registration shall contain a statement, under penalty of perjury, that the information is true and accurate.
- C. Where the registration application is deemed complete, and no violations or conditions are identified to prohibit marijuana cultivation, a registration number shall be provided to the applicants. The registration number shall be kept with the cultivation and shall be presented to the inspecting officer upon request.
- D. This information and documentation shall be received in confidence, and shall be used or disclosed only for purposes of administration or enforcement of this Chapter or State law, or as otherwise required by law.
- E. The Board of Supervisors shall, by Resolution, establish a fee for such annual registration in accordance with all applicable legal requirements.
- F. Every registration under this Chapter shall be valid for no more than one calendar year and shall expire on December 31st of that year. An expired registration shall be renewed in the same manner as an initial registration hereunder. In the event that the registration of any premises for any calendar year is submitted after March 1st of that year, the registrant shall pay a late registration penalty equal to fifty percent (50%) of the applicable registration fee. The Director of CDSA may waive the late registration penalty if the failure to timely register was due to reasonable cause and not due to willful neglect.
- G. If the person(s) cultivating marijuana on any legal parcel is/are not the legal owner(s) of the parcel, such person(s) shall submit a notarized letter from the legal owner(s) consenting to the cultivation of marijuana on the parcel. Notwithstanding the foregoing, the owner of a Parcel where the cultivator has not obtained a notarized letter shall still be responsible for any nuisance that has been determined to exist upon their property. The Department shall prescribe forms for such letters.
- H. No person(s) shall have any vested rights to any authorization, right, or interest under this Ordinance, regardless of whether such person(s) cultivated marijuana prior to the adoption of this Ordinance. Nothing in this section shall be construed to confer a right to cultivate marijuana prior to the actual approval of a registration application by the Department.

ARTICLE 4 PUBLIC NUISANCE

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in

Division 10 of the California Health and Safety Code.

- B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance with this Chapter.
- C. The cultivation of marijuana on a Parcel by anyone other than a qualified patient or a primary caregiver. A physician's recommendation shall be kept onsite at all times and shall be posted in plain view for inspection. Where multiple people are cultivating, each physician recommendation shall be posted.
- D. Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.
- E. The cultivation of marijuana in a manner that exceeds the limits in Article 3.
- F. The improper use, storage and/or disposal (per the manufacturer's instructions and/or any law that governs same) of chemicals, fertilizers, gas products (CO2, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.
- G. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.

ARTICLE 5 ENFORCEMENT

7.40.500 Enforcement Authority

The Office of the Yuba County Sheriff and/or the Director of the County Department that has been assigned responsibility for administration of Code Enforcement services are hereby designated to enforce this Chapter.

7.40.510 Right of Entry/Inspection

To enforce the provision of this Code, an Enforcement Officer may at a reasonable time request inspection of any parcel suspected of cultivating marijuana. If the person owning or occupying the parcel refuses the request for an inspection, the Enforcement Officer shall have recourse to every remedy provided by law to secure entry, including obtaining an inspection warrant.

7.40.520 Violations

- A. It is unlawful and a violation of this Chapter for any person to permit a public nuisance to exist upon real property in which such person has an ownership or possessory interest.
- B. It shall be unlawful and a violation of this Chapter to do anything in contrary to the guidelines set forth in this Chapter.
- C. Each person violating this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, which any violation of any provision of this Chapter is committed, continued, or permitted by any such person. Any violation which persists for more than one day is deemed a continuing violation.

7.40.530 Remedies

- A. Any violation of this Chapter shall be deemed a public nuisance and is subject to any enforcement process authorized by law or as outlined in this Code.
- B. Nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the County of Yuba or any other governmental entity to enforce County ordinances, to abate any and all nuisances, or employ any remedy available at law or equity.
- C. Issuance of a warning shall not be a requirement prior to using any enforcement provision of this Code. Violations are not tiered and are subject to enforcement without warning.

7.40.540 Notice and Order to Abate

- A. Upon making a determination that a public nuisance exists, the Enforcement Official shall notify the owner and/or the alleged violator that a public nuisance exists upon such owner's property. As to an owner, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner directs. As to an alleged violator whom the Enforcement Official has determined directly or indirectly contributed to the condition creating the nuisance, the Notice and Order to Abate shall be delivered by personal service or by Certified, Return Receipt mail, with postage prepaid, to the last known address of the alleged violator. In addition, the Notice and Order to Abate shall be delivered by first class mail, with postage prepaid, addressed to the owner and/or alleged violator at the same addresses. A copy shall also be posted on the property. The Enforcement Official shall complete a proof of service.
- B. The Notice and Order to Abate shall describe the use or condition which constitutes the public nuisance; and shall order that the uses or conditions constituting the nuisance be abated by demolition, securing, removal, cleanup, repair or other means within a reasonable time certain as determined necessary for such abatement by the Enforcement Official based upon the nature and complexity of the abatement process, normally being three (3) days, or less, from the date such notice is mailed and/or posted.

7.40.550 Administrative Penalties

- A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:
 - 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.
 - 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.
 - 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of

the original Notice and Order to Abate.

- B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.
- C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no affect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.

7.40.560 Enforcement Costs

- A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.
- B. Where costs and penalties go unpaid beyond 30 days, the Enforcement Official shall take action to confirm the costs, record a lien and place a special tax assessment pursuant to procedures as set forth in Chapter 7.36 of the Yuba County Ordinance Code.

ARTICLE 6 APPEALS AND UNIFORM HEARINGS AND PROCEDURES

7.40.600 Appeal

Any person who has received a Notice and Order to Abate Public Nuisance may request an appeal before the Yuba County Board of Supervisors within 10 calendar days of the date of the Notice and Order to Abate. The request for appeal shall delivered to the Code Enforcement Division, be in writing and must be accompanied by a deposit for costs as enumerated in Title XIII of this Code.

7.40.605 Appeal Hearings

Abatement hearings and hearings to determine administrative penalties shall be heard by the Yuba County Board of Supervisors. The Board of Supervisors, in its discretion, may appoint a hearing officer or commissioner to hear and preside over such hearings.

7.40.610 Notice of Hearing

If the owner or alleged violator requests a hearing within ten (10) calendar days of the date of the Notice and Order to Abate, the Enforcement Official shall schedule a hearing and provide notice to the owner or alleged violator of the time and place the hearing will take place. Notice of the hearing shall

be delivered by personal service or by Certified Return Receipt mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. In addition, the Notice of Hearing shall be delivered by first class mail, with postage prepaid, addressed to the owner as such owner's name and address appears on the last equalized assessment roll or to such other address as the owner or alleged violator provides. The Enforcement Official shall complete a proof of service. The hearing shall be set for a date that is not less than five (5) and not more than thirty (30) days from the date that the request for hearing is filed with the Enforcement Official.

7.40.620 Powers of the Yuba County Board of Supervisors

The Yuba County Board of Supervisors shall have the power to conduct the hearing, the power to decide a matter upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings.

7.40.630 Fairness of Hearings

Hearings shall be conducted in a manner suitable to ensure fundamental fairness to all parties concerned, limited by the need to secure relevant information necessary to render a decision without unnecessary delay.

7.40.635 Evidentiary Rules

The hearing need not be conducted according to technical rules relating to evidence. Any evidence may be presented if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but may be rejected if deemed to be unreliable. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at a hearing. Unduly repetitious or irrelevant evidence shall be excluded at the discretion of the Yuba County Board of Supervisors.

7.40.640 Order of Proceeding at Hearing

The Yuba County Board of Supervisors shall ordinarily proceed in the following order when conducting hearings:

- A. The Enforcement Official's presentation shall proceed first. It should include identification of the file and property, a summary of the history and matters at issue, a staff analysis of the legal and factual issues involved, permitted uses to which the property was and is subject, and accounting of enforcement costs relating to the property, and a recommended decision.
- B. A presentation by or on behalf of the appellant shall next proceed.
- C. Tenants or other occupants of the subject property shall speak third.

- D. Individuals who are not appealing but own property immediately contiguous to the subject property shall speak fourth.
- E. Other interested parties shall speak fifth.
- F. The appellant shall be entitled to rebuttal.

7.40.645 Speakers' Presentation

Each speaker shall approach the microphone and give his or her full name and address for the record.

- A. Each speaker's presentation shall be to the point and shall be as brief as possible; visual and other materials may be used as appropriate, but, if used, shall become part of the public record and the property of the County. The Yuba County Board of Supervisors may establish a time limit for presentations; provided, however, that at least ten minutes shall be allowed for each speaker. Speakers shall, at the discretion of the Yuba County Board of Supervisors, be allowed to speak for longer than ten minutes if that speaker represents a group of individuals, the remainder of which chose not to speak. Speakers with lengthy presentations are encouraged to submit them in writing. There shall be no limitation upon length of written statements.
- B. The Yuba County Board of Supervisors shall hear testimony and receive written and/or documentary evidence relating to the alleged violation. The parties may be represented by legal counsel. Testimony shall be taken on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues presented; to impeach any witness; and to rebut evidence. Witnesses shall be subject to cross-examination by the Yuba County Board of Supervisors.
- C. Subject to the Yuba County Board of Supervisors' right to accept a motion to conclude the taking of all testimony or to close the public hearing when a reasonable opportunity to present all questions and points of view has been allowed, any person wishing to speak shall be heard. Except for rebuttal allowed, each speaker shall speak only once.
- D. The Yuba County Board of Supervisors shall preserve all photographs and other documentary evidence introduced at the time of the hearing. After all of the testimony is taken, the Yuba County Board of Supervisors shall close the public hearing unless he or she deems it necessary to continue the hearing for the receipt of additional evidence or an ordinance interpretation from the Affected Department.

7.40.650 Submission of Additional Written Evidence and Argument

At any time before or after the hearing up to the point the hearing is closed by the Yuba County Board of Supervisors, any interested party may submit written evidence or argument. In the event the Yuba County Board of Supervisors concludes the hearing and continues the decision to another time, the Yuba County Board of Supervisors may, in their discretion, set a deadline for submission of written argument. Except for the receipt of written argument, no ex parte communications, either direct or indirect, shall be received by the Yuba County Board of Supervisors during the period of a continuance or after the public hearing has been closed.

7.40.655 Field Trips

Whenever the Yuba County Board of Supervisors deems it necessary to take a field trip to view the site in question, the Yuba County Board of Supervisors may conduct a site visit. Unless the site visit is tape recorded, the Yuba County Board of Supervisors shall not talk to any members of the public during the conduct of such site visit. After the conduct of a site visit, the Yuba County Board of Supervisors shall place into the record the visual observations made and the conclusions drawn as a result of such visit.

7.40.660 Recording

All proceedings shall be recorded. If a verbatim transcript is desired, the person requesting the transcript shall have the responsibility for arranging for the appearance of a court reporter to transcribe the hearing. In the event that a court reporter is present at the request of an interested party, the party retaining the court reporter shall provide a copy of the reporter's written transcript to the Yuba County Board of Supervisors at no charge to the County.

7.40.670 Decision

The decision of the Yuba County Board of Supervisors is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16.

7.40.680 Severability

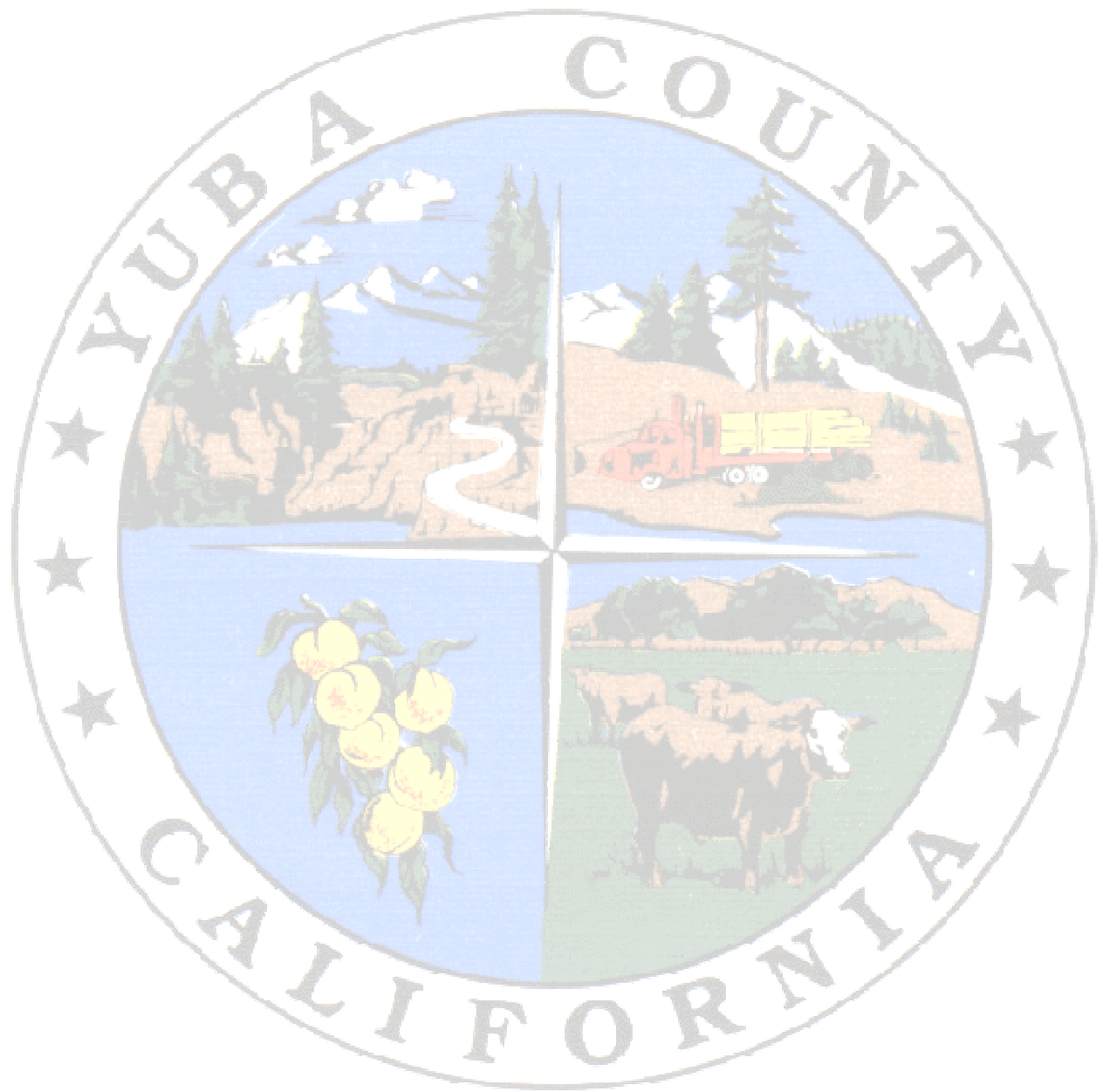
If any section, subsection, sentence, clause, or phrase of this Chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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Public Facilities Committee



The County of Yuba

069-15



AIRPORT	
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

Department of Administrative Services

Doug McCoy, Director

February 10, 2015

TO: PUBLIC FACILITIES COMMITTEE

FROM: DOUG MCCOY, Administrative Services Director */s/*

SUBJECT: DISCUSS PROPOSAL AND RESOLUTION OF INTENTION TO SELL REAL PROPERTY TO HONEYCUTT AVIATION

Recommendation:

Inasmuch as the Board of Supervisors is authorized to sell real property (see Government Code Section 25521-25535), and inasmuch as FAA and Government Code requires revenue derived from the sale of real property shall be used for Airport capital improvements (see Government Code Section 25523), and will result in new jobs, new tax revenues, new payrolls, and economic wealth for the residents of Yuba County, it is the recommendation of the Administrative Services Department that the Board of Supervisors immediately adopt a "Resolution and Notice of Intention to Sell Real Property" and authorize the Airport Manager to advertise as prescribed by law.

Background:

The Yuba County Airport has been approached by Dan Honeycutt, owner of Honeycutt Aviation, the full-service operator on the airport, to purchase the building and hangar facility that the business has operated from at the Yuba County Airport since 2010, when Honeycutt Aviation purchased the business assets of the previous operator that had been leasing the facilities since 2002. The facilities were previously taken back by the Airport in 2002 due to a long term debt owned the Airport by the previous operator. The facilities were originally built in the 1960s by the operator at the time.

Discussion:

The "Proposed Agreement for Sale of Real Property" and "Grant Deed" are negotiated documents written by the Department and have been previously approved by County Counsel. The minimum bid is based on an appraisal of the properties, taking into account a number of necessary repairs to the facilities that Honeycutt Aviation desires to proceed with once escrow is closed. The minimum bid is \$100,000.

Fiscal Impact:

There is no impact to the General Fund. The property sale proceeds will be used by the airport for grant match requirements on planned airport construction and building rehabilitation projects.

Attachments

**PROPOSED SCHEDULE OF SALE
FBO BUILDING/HANGAR – HONEYCUTT AVIATION**

Received letter of interest	3/18/2013
Contracted Appraisal Services	7/1/2013
Appraisal completed	11/4/2013
Meeting with Public Facilities Committee on Project	2/10/2015
Memo to Board to Approve Resolution of Intent to Sell Real Property/Board Meeting	2/24/2015
Advertise Notice of Intent to Sell Real Property (3 times minimum) (post notice in four public locations - for example, library, government center, city hall, airport)	2/28/2015
Advertise Notice	3/6/2015
Advertise Notice	3/13/2015
Open Bids (min. of 21 days from 1 st bd meeting)	3/18/2015
Memo to Board to Approve Resolution of Sale of Real Property	4/14/2015
Open Escrow	4/20/2015
Close Escrow	4/30/2015

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

COPY

IN RE:

A RESOLUTION OF THE YUBA COUNTY
BOARD OF SUPERVISORS STATING THE
COUNTY'S INTENT TO SELL REAL PROPERTY)
AT THE YUBA COUNTY AIRPORT PURSUANT)
TO GOVERNMENT CODE SECTION 25526)
_____)

RESOLUTION NO. _____

WHEREAS, the County of Yuba Airport is the owner of property, whose street address is 1489 Sky Harbor Drive, Olivehurst, CA, consisting of approximately 1,680 square feet of office building and 8,404 square feet of an aircraft hangar building, or a total of 10,084 square feet, as more particularly described and depicted on Exhibit A attached hereto; and

WHEREAS, the County desires to sell the property for a Fixed-Base Operator business defined as an entity that maintains facilities at an airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales and rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services; and

WHEREAS, the Administrative Services Director has informed this Board that the property described herein is not needed for County purposes, and recommends that the property described be sold in accordance with Sections 25520, et seq., of the Government Code, as required by law; and

WHEREAS, the County has determined that the sale of the property would be at a minimum bid price of not less than \$100,000 as based on a commercial real estate appraisal conducted by Peter F. Brennan & Sons, dated November 4, 2013; and

WHEREAS, the California Government Code, at Section 25520 et seq, sets forth certain procedural requirements for a sale of real property such as that which the County desires to achieve; and

WHEREAS, It is the County's intention to comply with the applicable provisions of the California Government Code in order to effectuate such a sale; and

WHEREAS, the County has not retained, and does not intend to retain, a real estate broker in connection with the contemplated sale, nor to pay any broker's commission, the disclosure of which would be required by California Government Code Section 25527; and

WHEREAS, Section 25526 of the California Government Code requires, prior to such a sale, that the Board of Supervisors, by two-thirds vote, adopt a resolution stating its intention to sell the property, setting forth a description of the property, the time for the receipt and consideration of sealed proposals to purchase the property, the minimum price, and any other terms and conditions of such sale; and

WHEREAS, Section 25528 of the California Government Code further requires that notice of the adoption of this resolution be posted in three public places in the County for not less than 15 days prior to the date of the bid opening set by the Board of Supervisors at which sealed proposals will be considered, and published once per week for three consecutive weeks in compliance with Section 6063.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Supervisors declares its intention to sell said property whose street address is 1489 Sky Harbor Drive, Olivehurst, CA, totally approximately 10,084 square feet, as more particularly described on Exhibit A hereto;

2. The Board of Supervisors declares that the minimum bid price that will be accepted shall be the sum of ONE HUNDRED THOUSAND and no/100 DOLLARS (\$100,000.00).

3. Yuba County is selling the Property in "as-is" condition and under the assumption that the successful bidders' acquisition of the Property is based upon the bidder's independent investigation.

4. That, to be eligible for consideration, a proposal must

a. include a commitment that the property is being purchased for a Fixed-Base Operator business defined as an entity that maintains facilities at an airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales and rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services;

b. Include a commitment to comply with all applicable laws, rules, regulations, and covenants that are now in effect or may later be validly adopted and applicable to such property at the Yuba County Airport;

c. include a commitment to immediately execute a purchase and sale agreement on a form acceptable to the County, and to thereafter cooperate with the County to complete all actions and execute all documents and instruments necessary to complete the sale and transfer of the property; and

d. be accompanied by a ten percent (10%) bid deposit in the form of a cashier's or certified check payable to the County of Yuba;

5. The County will not pay a broker's commission on the sale;

6. The Board hereby sets the date of March 18, 2015, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, as the time and place where sealed proposals and auction bids shall be received and considered and hereby delegates the Administrative Services Director the authority to conduct the proposed sale as provided for in Government Code Section 25539.

7. The Administrative Services Director is hereby directed to cause the notice of the adoption of this Resolution and of the time and place of holding the public meeting to be given by posting copies of this Resolution in three public places in the County, not less than fifteen (15) days prior to the date of said meeting, and, further, by publishing the NOTICE OF INTENTION TO SELL REAL PROPERTY, attached hereto, pursuant to Section 6063 and 25528 of the Government Code.

8. On March 18, 2015, the Administrative Services Director will open, examine, and publicly declare all proposals received pursuant to this resolution, and either determine the winning proposal in conformity with Sections 25530 and 25531 or reject all bids in conformity with Section 25534 of the California Government Code. Prior to accepting any written proposal, the Administrative Services Director will call for oral bids and consider any such bids in conformity with Section 25531 which states that any initial oral bid must exceed the highest written bid by at least five percent (5%).

9. Staff and County Counsel are hereby directed to create and effectuate appropriate distribution of, and the Chairman of the Board is authorized to execute, any documents and materials that may be necessary and appropriate to effectuate the intent of this resolution and the ultimate sale and transfer of the property.

10. The final acceptance of the Board of Supervisors will be made at the next regularly scheduled public meeting. The Board must adopt a Resolution of Sale of Property.

11. The property shall be conveyed by quitclaim deed subject to existing covenants, conditions, restrictions, reservations, rights-of-way, and easements.

12. The sale of the property shall be consummated through escrow at a mutually agreed upon title company. All costs associated with the sale of the property, including but not limited to any escrow fees, closing costs, title insurance premiums, real property transfer or other taxes, property appraisal fees, or publication costs shall be paid by the successful bidder.

13. The deadline for close of escrow is thirty (30) days after the Board adopts a Resolution of Sale of the Property. The Chairman of the Board is authorized to sign all sales documents, including the grant deed, at time of escrow closing.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ___ day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT

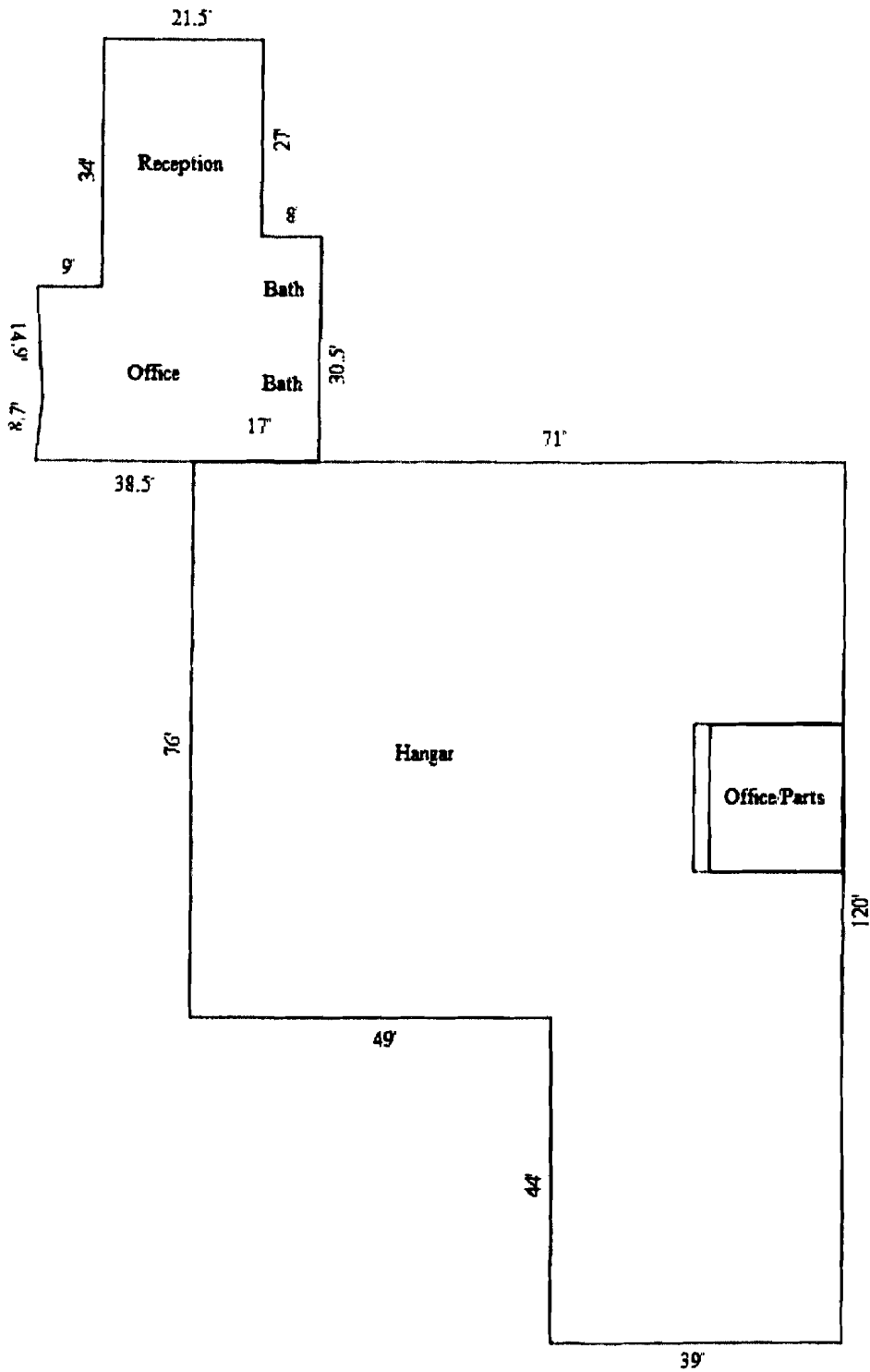
Chairman

ATTEST: Donna A. Stottlemeyer
Clerk of the Board of Supervisors

Approved as to form:


County Counsel

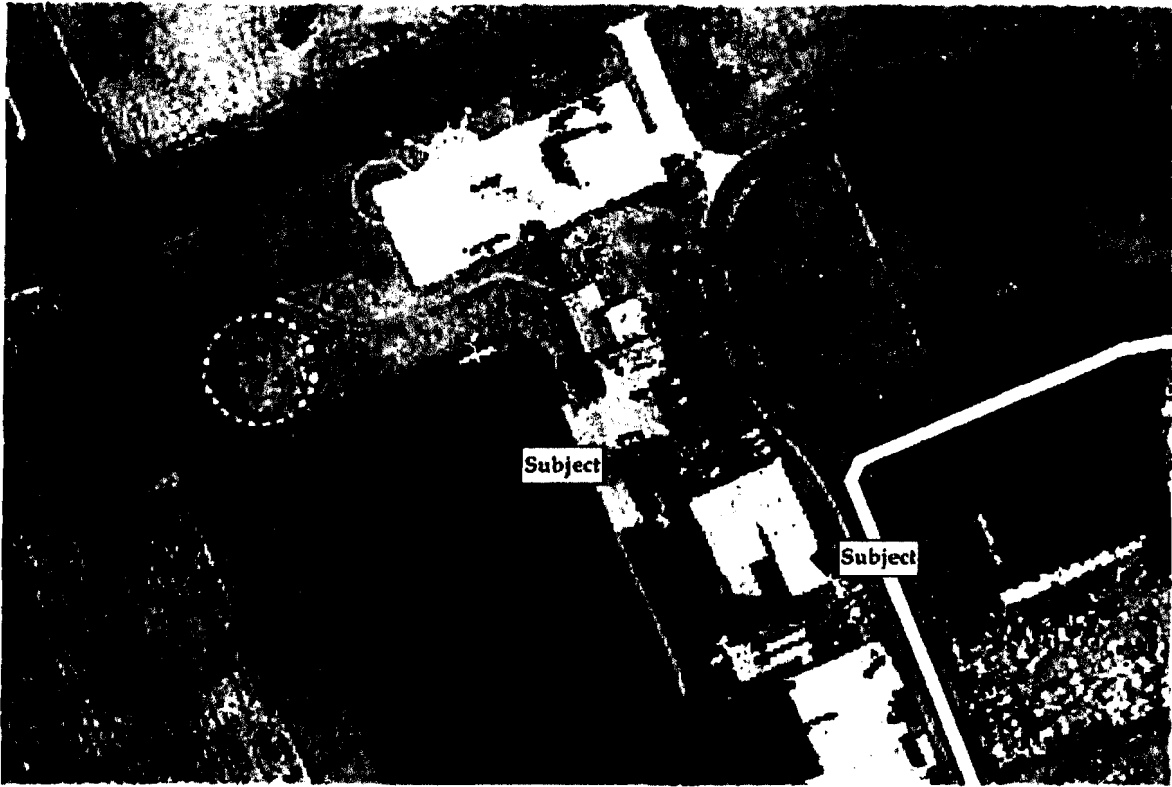
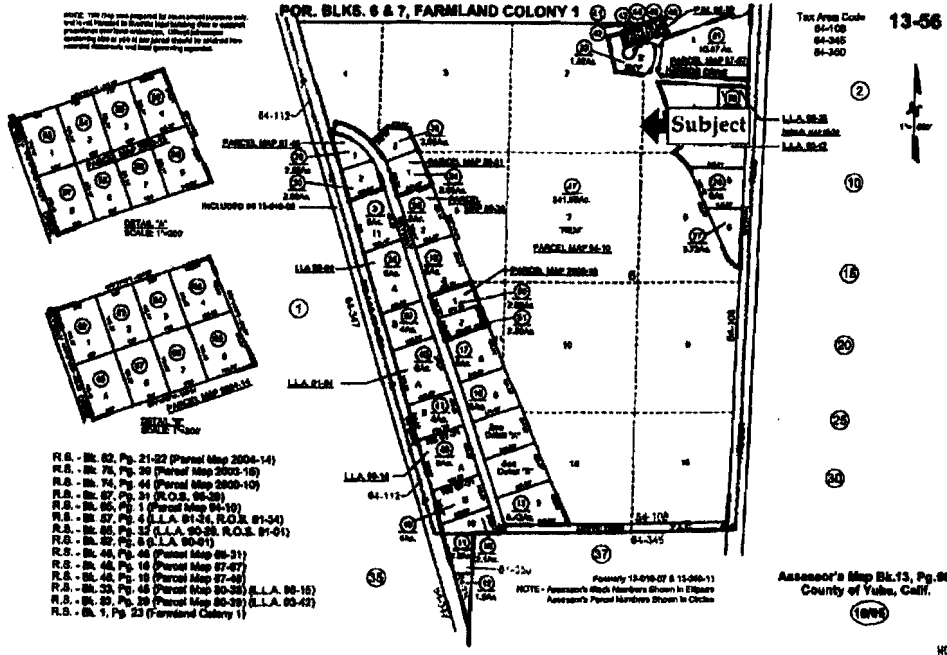
EXHIBIT A



SUBJECT PROPERTY

EXHIBIT A

Property Locations



SUBJECT PROPERTY

**NOTICE OF ADOPTION OF RESOLUTION
OF INTENT TO SELL COUNTY REAL
PROPERTY AT PUBLIC AUCTION**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Yuba, State of California, has, on the ____ day of February, 2015, adopted a resolution by not less than a two-thirds vote of all of its members, declaring its intention to sell for the County of Yuba the real property described below:

1489 Sky Harbor Drive, Olivehurst, California

Consisting of:

1,680 square foot office building
8,404 square foot aircraft hangar
Total of 10,084 square feet

TERMS AND CONDITIONS OF SALE:

The property will be sold on the terms and conditions set forth in the Resolution which are summarized as follows:

1. The property will be sold to the highest bidder on April 14, 2015, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, as the time and place when the County of Yuba will receive and consider sealed proposals.
2. The minimum bid price that will be accepted shall be the sum of ONE HUNDRED THOUSAND and no/100 DOLLARS (\$100,000.00).
3. Yuba County is selling the Property in "as-is" condition and under the assumption that the successful bidders' acquisition of the Property is based upon the bidder's independent investigation.
4. That, to be eligible for consideration, a proposal must:
 - a. include a commitment that the property is being purchased for a Fixed-Base Operator business defined as an entity that maintains facilities at an airport for the purpose of engaging in the retail sale of aviation fuels, aircraft

sales and rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, avionics and aircraft line services

- b. include a commitment to comply with all applicable laws, rules, regulations, and covenants that are now in effect or may later be validly adopted and applicable to such property at the Yuba County Airport;
 - c. include a commitment to immediately execute a purchase and sale agreement on a form acceptable to the County, and to thereafter cooperate with the County to complete all actions and execute all documents and instruments necessary to complete the sale and transfer of the property; and
 - d. be accompanied by a ten percent (10%) bid deposit in the form of a cashier's or certified check payable to the County of Yuba;
5. That the County will not pay a broker's commission on the sale;
 6. The Board hereby sets the date of March 18, 2015, at 9:30 am, at the Yuba County Government Center, 915 8th Street, Marysville, California, as the time and place where sealed proposals and auction bids shall be received and considered and hereby delegates the Administrative Services Director the authority to conduct the proposed sale as provided for in Government Code Section 25539.
 7. The Administrative Services Director is hereby directed to cause the notice of the adoption of this Resolution and of the time and place of holding the public meeting to be given by posting copies of this Resolution in three public places in the County, not less than fifteen (15) days prior to the date of said meeting, and, further, by publishing the NOTICE OF INTENTION TO SELL REAL PROPERTY, pursuant to Section 6063 and 25528 of the Government Code.
 8. On March 18, 2015, the Administrative Services Director will open, examine, and publicly declare all proposals received pursuant to this resolution, and either determine the winning proposal in conformity with Sections 25530 and 25531 or reject all bids in conformity with Section 25534 of the California Government Code. Prior to accepting any written proposal, the Administrative Services Director will call for oral bids and consider any such bids in conformity with Section 25531 which states that any initial oral bid must exceed the highest written bid by at least five percent (5%).
 9. Staff and County Counsel are hereby directed to create and effectuate appropriate distribution of, and the Chairman of the Board is authorized to execute, any documents and materials that may be necessary and appropriate to effectuate the intent of this resolution and the ultimate sale and transfer of the property.
 10. The final acceptance of the Board of Supervisors will be made at the next regularly scheduled public meeting. The Board must adopt a Resolution of Sale of Property.
 11. The property shall be conveyed by quitclaim deed subject to existing covenants, conditions, restrictions, reservations, rights-of-way, and easements.

12. The sale of the property shall be consummated through escrow at a mutually agreed upon title company. All costs associated with the sale of the property, including but not limited to any escrow fees, closing costs, title insurance premiums, real property transfer or other taxes, property appraisal fees, or publication costs shall be paid by the successful bidder.
13. The deadline for close of escrow is thirty (30) days after the Board adopts a Resolution of Sale of the Property. The Chairman of the Board is authorized to sign all sales documents, including the grant deed, at time of escrow closing.

The Resolution may be obtained at the County Administrative Services Department at the Yuba County Government Center, 915 8th Street, Marysville, CA.

DATED:

Doug McCoy
Administrative Services Director

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT OF SALE executed this ____ day of _____, 2015, by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "Seller") and _____, (hereinafter referred to as "Buyer"), constitutes a contract between Seller and Buyer for the sale of real property on the terms and conditions hereinafter set forth:

WITNESSETH

1. **Description of Real Property; Purchase Price.** Subject to the covenants, provisions, terms, and conditions hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase the real property (hereinafter referred to as "Property") described in Exhibit "A" attached hereto and made a part hereof for a purchase price of _____ (hereinafter referred to as the "Purchase Price") payable by Buyer to Seller through the escrow as hereinafter provided.
2. **Downpayment; Delivery to Escrow Holder.**
 - a. Buyer shall deliver to Seller FIVE THOUSAND and no/100 DOLLARS (\$5,000.00) of the Purchase Price, concurrently upon execution hereof by Buyer, and Buyer shall deliver or cause to be delivered to an Escrow Holder to be designated by the parties (hereinafter referred to as "Escrow Holder"), at least two business days prior to the Closing Date (to be determined by Buyer and Seller) the balance of the Purchase Price, and funds required by paragraph 6.1 (Buyer's Share of Costs) as estimated by Escrow Holder, such payments to be by bank or certified check.
 - b. Seller shall, when requested by Escrow Holder, deliver to Escrow Holder prior to the Closing Date a deed in the form of Exhibit "B" attached hereto and made a part hereof (herein referred to as the "Grant Deed"), duly executed and acknowledged by Seller, conveying the Property to the Buyer, on which Buyer agrees to execute and acknowledge the Acceptance of Grantee at least two (2) business days prior to the Closing Date.
3. **Conditions Precedent to Escrow Close.** In the event that the escrow fails to close by reason of the failure of either Buyer or Seller to perform for any reason, the payment of charges incurred for services rendered by Escrow Holder shall be borne by the party(ies) responsible for the failure. In the event that escrow fails to close through no fault of either party, the costs shall be shared equally. Escrow Holder shall return to each party the remaining funds and instruments theretofore delivered to Escrow by such party, and

this Agreement and the escrow shall be deemed mutually rescinded and canceled, without further liability to either party.

4. **Title Condition.** Buyer agrees to take title to and possession of the Property, subject to the exceptions, conditions, covenants, restrictions, and reservations set forth in the Grant Deed. It is understood that the Grant Deed contains a provision restraining the use of the subject property and giving the Seller a right of re-entry in the event of violation of the conditions subsequent contained in such use restraints.

5. **Escrow Closing.**

5.1 **Title Policy.** On the Closing Date, Escrow Holder shall close the escrow by disbursing funds and delivering documents when each of the following conditions has been fulfilled:

- (a) All funds and instruments described in paragraph 2a and 2b have been delivered to Escrow Holder.
- (b) Conditions set forth in paragraph 3 have been fulfilled.
- (c) Escrow Holder can procure title insurance company standard policy of title insurance (hereinafter referred to as "Title Policy") with an endorsement thereto in the form attached hereto as Exhibit "C" and made a part hereof with liability in the amount of the Purchase Price insuring that title to the Parcel vests in Buyer, subject only to the exceptions, easements, conditions, covenants, restrictions, reservations, rights, right-of-ways, and encumbrances set forth or described in the Grant Deed and paragraph 4.

5.2 **Delays.** If Escrow Holder cannot close the escrow on or before April 30, 2015, the estimated Closing Date, it will nevertheless close the same when all conditions set forth in the foregoing paragraph have been met, unless after the Closing Date and prior to the close of escrow, Escrow Holder receives a written demand for termination from a party who at the time of such demand is not in default hereunder. Making of such demand shall be optional, not mandatory; no delay in making such demand shall affect the rights hereunder of the party making the same. In the event such demand is made, Escrow Holder shall return to each party the funds and/or documents theretofore delivered by each party, unless Escrow Holder decides in its uncontrolled discretion the protection of its interests requires otherwise.

5.3 **Closing.** Upon close of escrow, Escrow Holder shall do the following:

- (a) Mail to Buyer at its address hereinbelow set forth (i) Title Policy, and (ii) funds to which Buyer shall be entitled, if any, by Escrow Holder's check, and other documents to which Buyer shall be entitled.
- (b) Mail to Seller at its address hereinbelow set forth by Escrow Holder's check (i) the amount of the Purchase Price less the amount of Seller's fees and costs described in paragraph 6.2 and (ii) such other funds and documents to which Seller shall be entitled.

SELLER:

County of Yuba
Administrative Services
Yuba County Government Center
915 8th Street
Marysville, CA 95901

BUYER:

6. **Fees and Costs.**

- 6.1 Buyer shall pay recording charges for recording of Grant Deed; the Property Appraisal conducted by Peter F. Brennan & Sons in the amount of \$4,500; and one-half of Escrow Holder's escrow fees.
- 6.2 Seller shall pay for one-half of the Escrow Holder's escrow fees, cost of title search and title reports, premium for the Title Policy, and applicable County stamp or transfer taxes.
- 6.3 It is understood and agreed that the fees hereunder agreed to be paid for Escrow Holder's services are for ordinary and usual services only, and should there be any extraordinary or unusual services rendered by Escrow Holder hereunder, the party(ies) responsible shall pay to Escrow Holder compensation for such extraordinary or unusual services, together with any costs and expenses which may be incurred by Escrow Holder in connection therewith.

7. **Possession.** Buyer shall be entitled to possession of the Property upon close of escrow.
8. **General.** Should any controversy arise between the parties, or any other person, Escrow Holder shall not be liable to take any action of any kind but may withhold all monies, documents, or other things deposited in the escrow until such controversy shall be determined by agreement of the parties or by proper legal process. Escrow Holder shall have no concern with, or liability or responsibility for, any covenants, representations, or agreements of the parties set forth in this Agreement. Each agreement and obligation of each party shall, if the context thereof requires or implies, survive and continue after close of escrow. Any written or oral, express or implied, agreement of any kind, heretofore entered into between the parties is entirely superseded by this Agreement, which constitutes the only and complete Agreement between the parties. No amendment of this Agreement shall be of any effect unless and until the same is in writing, signed by the parties, and an executed copy (executed in counterpart or otherwise) is delivered to Escrow Holder. The words "party" or "parties" used herein mean Buyer and/or Seller, as the context may require. All exhibits referred to herein and attached hereto are a part hereof to the same extent as if the same were set forth in full herein. Article or paragraph headings are for convenience only and shall not be construed to be a part of the text hereof. Time is the essence of each and every obligation of each party. The covenants and obligations of the parties contained in the Agreement shall be binding also upon their respective assigns and successors.
9. **Utilities.**
- 9.1 No agreements or representations with respect to the Property have been made by Seller, except as are stated in this Agreement.
- 9.2 The property is currently serviceable by sewer lines and a sewer system.
- 9.3 Power and telephone lines to serve the property are within Sky Harbor Drive.
10. **Development of Parcel; Grading; Airport Access.**
- 10.1 The Parcel in which the Property is located is zoned "M-1" under General Industrial Zone, Chapter 12.50, County of Yuba Ordinance Code. Except as otherwise specifically provided in this Agreement, Seller has no obligation to provide any utilities, facilities, services, or other things to or for the benefit of the Property or to finish, grade, compact, and otherwise prepare the Property for construction of improvements.
- 10.2 Buyer warrants and represents to Seller that Buyer is purchasing the Property for use as an Airport Fixed Base Operator defined as 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.

- 10.3 Buyer agrees for itself, its successors and assigns, that prior to commencement of the construction of any buildings or other improvements upon the Parcel, architectural, landscaping, site plans, and specifications for the construction of buildings, signs and other improvements shall be submitted to Airport Manager for approval and review. Airport Manager shall examine these plans and specifications and shall give written notice of its rejection of such plans and specifications within thirty (30) days after their submission. Such written rejection shall specify in detail, the reasons therefor. The provisions of this paragraph shall also apply to any amended or corrected plans.
- 10.4 Buyer shall be required to enter into a lease agreement with County upon close of escrow for the ground the property is situated on.

IN WITNESS WHEREOF the parties have duly executed this Agreement the day and date first above written.

COUNTY OF YUBA

By _____
Chairman, Board of Supervisors
"Seller"

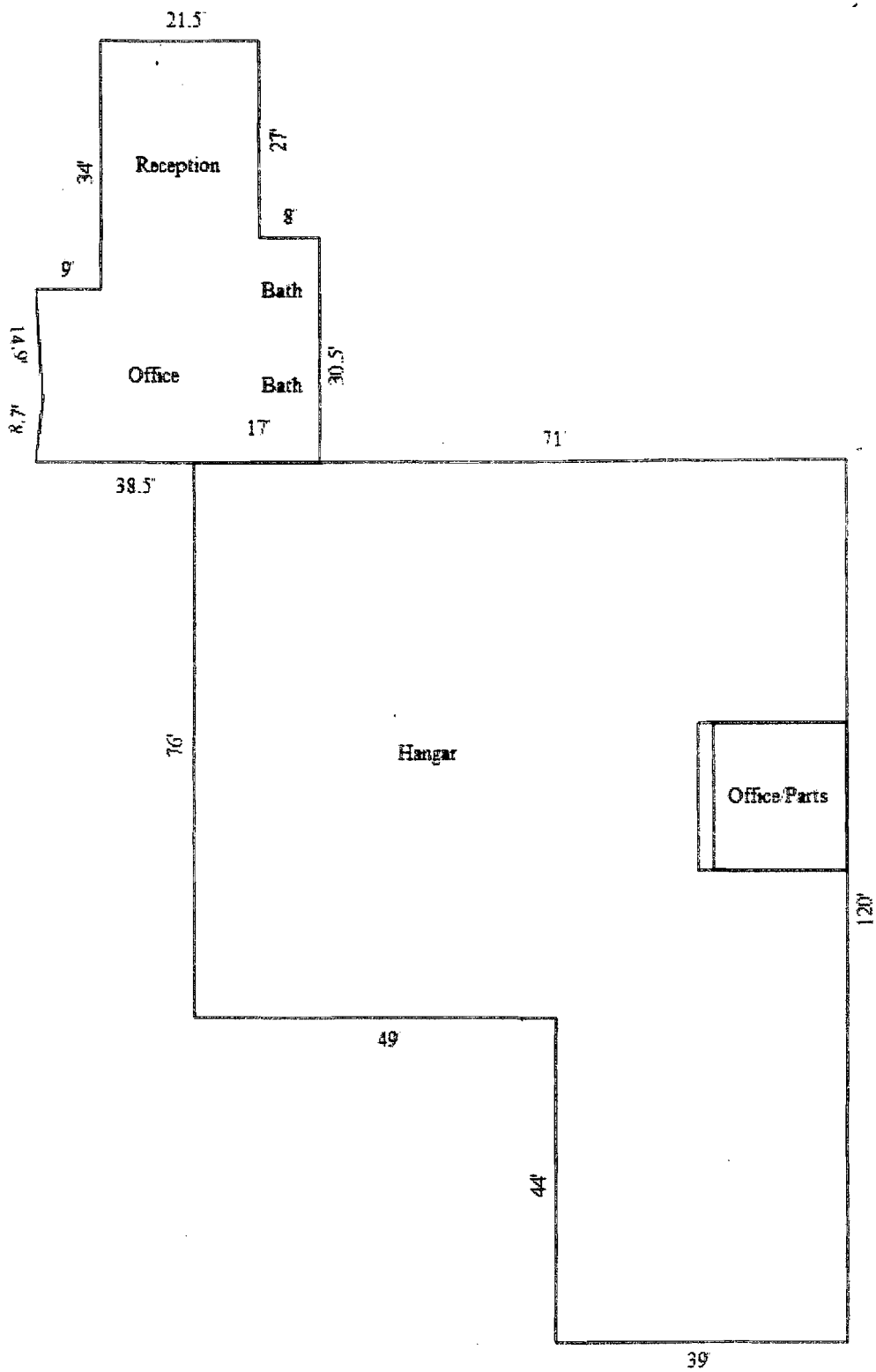
By _____
"Buyer"

ATTEST: DONNA A. STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

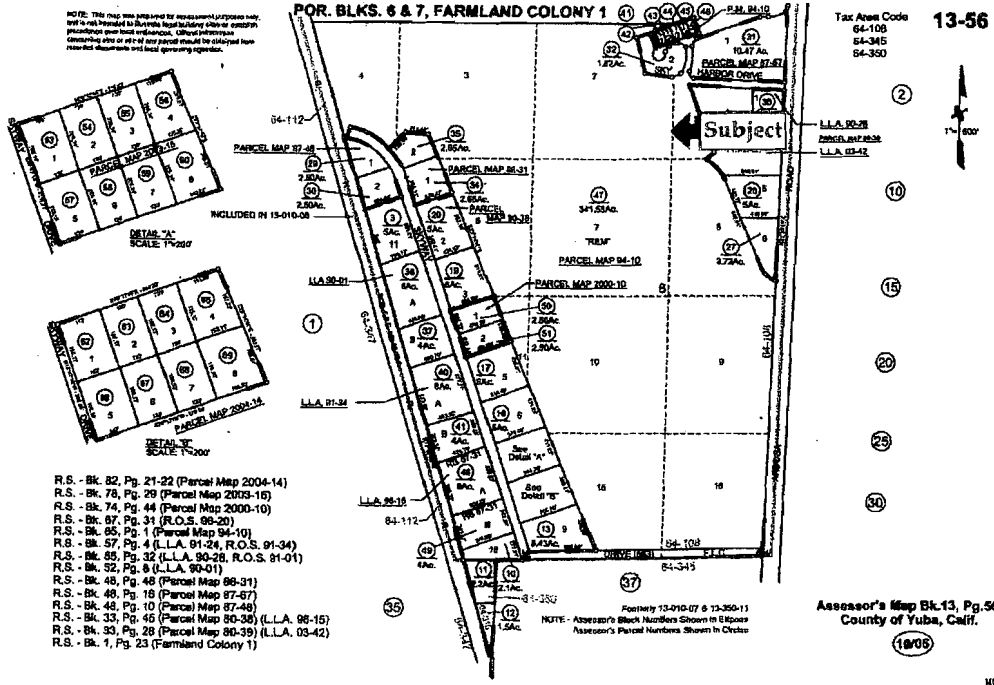
County Counsel

EXHIBIT A

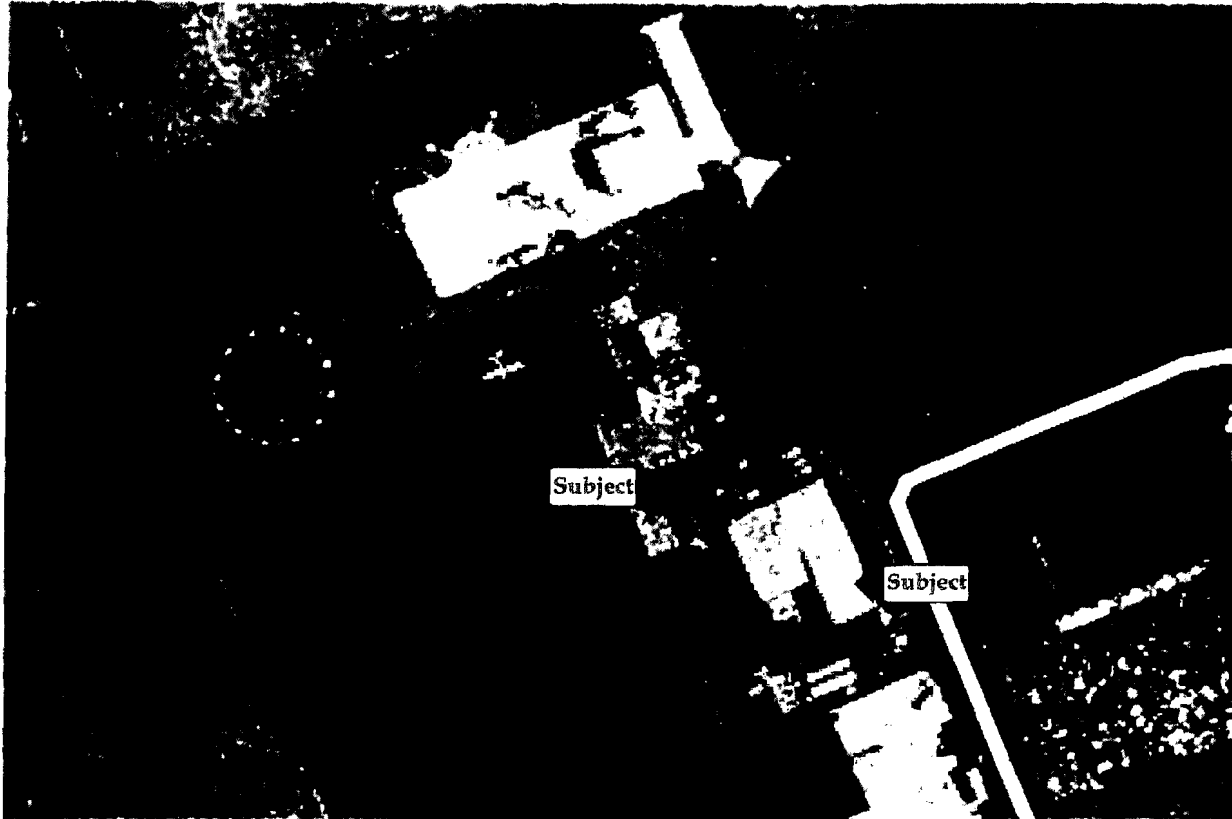


SUBJECT PROPERTY

EXHIBIT A Property Locations



- R.S. - Blk. 82, Pg. 21-22 (Parcel Map 2004-14)
- R.S. - Blk. 78, Pg. 29 (Parcel Map 2003-16)
- R.S. - Blk. 74, Pg. 44 (Parcel Map 2000-10)
- R.S. - Blk. 67, Pg. 31 (R.O.S. 89-20)
- R.S. - Blk. 65, Pg. 1 (Parcel Map 94-10)
- R.S. - Blk. 57, Pg. 4 (L.L.A. 91-24, R.O.S. 91-34)
- R.S. - Blk. 65, Pg. 32 (L.L.A. 90-26, R.O.S. 91-01)
- R.S. - Blk. 52, Pg. 8 (L.L.A. 90-01)
- R.S. - Blk. 48, Pg. 48 (Parcel Map 98-31)
- R.S. - Blk. 48, Pg. 18 (Parcel Map 97-67)
- R.S. - Blk. 48, Pg. 10 (Parcel Map 97-48)
- R.S. - Blk. 33, Pg. 46 (Parcel Map 80-36) (L.L.A. 86-16)
- R.S. - Blk. 33, Pg. 28 (Parcel Map 80-39) (L.L.A. 03-42)
- R.S. - Blk. 1, Pg. 23 (Farmland Colony 1)



SUBJECT PROPERTY

GRANT DEED

COUNTY OF YUBA, a political subdivision of the State of California, hereinafter called "Grantor," hereby grants to _____, hereinafter called "Grantee," the real property situated in the County of Yuba, State of California, described as follows:

(Description of property will be inserted by or at direction of Escrow Holder prior to recording of this Deed.)

EXCEPT rights and interests of owners and lessees other than County as to oil, gas, and other hydrocarbon substances and minerals in, on, and under the property, but without; however, the right of surface entry upon said substances or for any other purpose whatsoever, as reserved or granted in deeds of record.

EXHIBIT B

SUBJECT TO: easements, rights and rights-of-way of record;

SUBJECT, FURTHER, to the following covenants, conditions, restrictions, and reservations.

- (1) There is hereby reserved to the Grantor, 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 above-described real property, together with the right to cause in said airspace such noise as may ensue from the operation of aircraft, now known or hereafter used for navigation of or flight in the air.
- (2) Grantee, by accepting this Deed, 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 above-described real property above a mean sea level elevation of 113 feet. In the event the aforesaid covenant is breached, the Grantor reserves the right to enter on the above-described real property and to remove the offending structure or object and/or to cut the offending tree, all of which shall be at the expense of the Grantee.
- (3) Grantee, by accepting this Deed, expressly agrees for itself, its successors and assigns, that it will not make use of said real property in any manner which might interfere with the landing and taking off of aircraft from said County of Yuba Airport or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the Grantor reserves the right to enter on the said real property and cause the abatement of such interference at the expense of the Grantee.
- (4) Grantee agrees and covenants that the property is to be used only for the purpose of conducting a "Fixed Base Operator" (FBO) business. A Fixed Base Operator or FBO is defined as an entity that maintains facilities at an airport for the purpose of engaging in the retail sale of aviation fuels, aircraft sales and rental, flight instruction and training, air charter, air cargo, aircraft airframe and engine repair, and avionics an aircraft line services.

If Grantee breaches, or its successors or assigns breach, any of the conditions and covenants herein, Grantor shall have the right and option to repurchase and reacquire the property for the original price paid by Grantee less fair rental value for time of Grantee's possession, regardless of any improvements made by Grantee. Grantor shall deliver to Grantee either personally or by certified or registered mail addressed to Grantee at its last known address, postage prepaid, written notice of Grantor's exercise of such right and option. Within seven (7) days after delivery of said notice, Grantee, its successors or assigns, shall execute, acknowledge, and deliver to

Grantor at its office in Marysville, California, a Grant Deed conveying the real property to Grantor in the same condition of title as by this Deed conveyed.

COUNTY OF YUBA

By _____
Chairman, Board of Supervisors

ATTEST: DONNA A. STOTTLEMEYER
Clerk of the Board
of Supervisors

ACCEPTANCE OF GRANTEE

The foregoing Deed is hereby accepted by the Grantee therein named, who for itself, its successors, and assigns, expressly agrees to fulfill the covenants and conditions therein contained.

Grantee

By _____

By _____

STATE OF CALIFORNIA)
) ss
COUNTY OF YUBA)

On this ____ day of _____, 2015, before me _____,
personally appeared

_____, personally known to
me to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities, and that
by their signatures on the instrument the persons acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public in and for said
County and State



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