

# BOARD OF SUPERVISORS

## AGENDA

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



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

**NOVEMBER 3, 2015**

**1:00 P.M. YUBA COUNTY WATER AGENCY** Agenda and background

**3:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY** Agenda and background

**6:00 P.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 Fletcher
- 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. Clerk of the Board of Supervisors
    1. [\(486-1115\) Approve meeting minutes of October 20, 2015.](#)
  - B. Health and Human Services
    1. [\(487-1115\) Approve rental contract with Extra Self Storage for 24 x 30 storage space at \\$200 per month effective September 9, 2015 and authorize Chair to execute.](#)
    2. [\(488-1115\) Approve rental contract with Extra Self Storage for 24 x 60 storage space at \\$500 per month effective September 9, 2015 and authorize Chair to execute.](#)
- IV. **SPECIAL PRESENTATION**
  - A. [\(489-1115\) Present Certificate of Recognition to Charles Ford. \(Five minute estimate\)](#)
  - B. [\(490-1115\) Present Certificates of Recognition to Josh Henricksen, Noel \(Siller\) Mashet and T.J.Blackwell. \(Five minute estimate\)](#)
  - C. [\(491-1115\) Receive 2015-2016 Williams Report and presentation from Yuba County Office of Education. \(Ten minute estimate\)](#)
- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. [\(467-1015\) Consider authorizing membership to North Valley Hispanic Chamber of Commerce and take action as appropriate. \(Ten minute estimate\) \(Continued from October 20, 2015\)](#)
2. [\(492-1115\) Appoint two individuals to the First Five Yuba Commission as categorical representative with terms ending April 24, 2017 and April 30, 2018.](#)

B. Community Development and Services

1. [\(493-1115\) Receive information on property assessed clean energy financing programs;](#)
2. [Adopt resolution consenting to inclusion of properties within the unincorporated area in the California Hero Program to finance distributed generation renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure, and approving the amendment to a certain joint powers agreement related thereto;](#)
3. [Adopt resolution approving associate membership in the California Enterprise Development Authority and authorizing and directing the execution of associate membership agreement relating to associate membership of the county in the authority, authorizing the county to join the Figtree PACE Program, authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the County of Yuba, and authorizing related actions; and](#)
4. [authorizing Community Development and Services Director to execute agreements and necessary documents thereto. \(20 minutes estimate\)](#)

C. Human Resources and Organizational Excellence

1. [\(494-1115\) Adopt resolutions amending Classification System-Basic Salary/Hourly Schedule and Department Allocation Schedule as it relates to Assistant Human Resources Director effective November 1, 2015. \(Ten minute estimate\)](#)

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

- A. [\(495-1115\) Five-year audit report for Strawberry Valley Cemetery District for period of June 30, 2007 - June 30, 2012.](#)
- B. [\(496-1115\) Letter from Camptonville Union Elementary School District regarding increase in school facilities fees and Developer Fee Study.](#)
- C. [\(497-1115\) Notice from California Fish and Game Commission listing the gray wolf as endangered under the California Endangered Species Act.](#)

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. **ADJOURN**

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

# *The County of Yuba*

## BOARD OF SUPERVISORS



OCTOBER 20, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m. within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger, Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - Supervisor Fletcher absent.

MOTION: At the request of Counsel, move to add to Item X. Ordinances and Public Hearings, Item C. as the need to take action arose subsequent to the agenda being posted

MOVED: John Nicoletti SECOND: Andrew Vasquez

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

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

MOTION: Move to approve Consent Agenda MOVED: Andrew Vasquez SECOND: John Nicoletti

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (458-1015) Approve meeting minutes of October 6, 2015. Approved.

B. Emergency Services

1. (459-1015) Adopt resolution proclaiming the existence of ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2015-107, which is on file in Yuba County Resolution Book No. 46.

C. Human Resources

1. (460-1015) Adopt resolution adopting Departmental Position Allocation in its entirety relating to Fiscal Year 2015-2016 Budget. Adopted Resolution No. 2015-108, which is on file in Yuba County Resolution Book No. 46.

## D. Sheriff/Coroner

1. (461-1015) Approve agreement with D-Tac K-9 LLC for professional canine training and authorize Chair to execute. Approved.

IV. SPECIAL PRESENTATION

- A. (462-1015) Present 2015 Employee Recognition Awards. Board members presented awards to the following:
  - o Marisol Jimenez - Outstanding Leadership
  - o Jeff Olsen - Public Service Excellence
  - o John Whidden - Public Service Excellence
  - o Ken Jones - Workforce Excellence
  - o Alicia DeWoody - Workforce Excellence "Sustained-effort"
  - o YubaWORKS Unit consisting of Sheila Baker, Ann Chellis, Theresa Gallier, Deanne Manning, Kirsten Mitchell, Matthew Ramirez, Sara Stewart, Robin Timoszyk, Ruth Vargas - Exceptional Teamwork
- B. (463-1015) Present proclamation proclaiming October Children's Disabilities Awareness Month. Chair Griego presented the proclamation to Erin Newton and Kimberly Butcher of Family Soup who recapped programs and upcoming events.

V. PUBLIC COMMUNICATIONS: None.VI. COUNTY DEPARTMENTS

## A. Administrative Services

1. (464-1015) Approve agreement with Elite Security for one year and authorize Chair to execute. (Ten minutes estimate) Director Doug McCoy recapped inclusions within the agreement and responded to Board inquiries.

MOTION: Move to approve    MOVED: John Nicoletti    SECOND: Roger Abe  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe  
 NOES: None    ABSENT: Randy Fletcher    ABSTAIN: None

2. (465-1015) Adopt resolution authorizing the execution of certain lease financing documents regarding sale of certificates of participation in an amount not to exceed \$5,600,000 to finance clean renewable energy project and authorizing and directing certain actions with respect thereto. (Fifteen minute estimate) Financial Advisor Jeff Small recapped the process, rates, terms of repayment for financing, and responded to Board inquiries.

MOTION: Move to adopt    MOVED: John Nicoletti    SECOND: Andrew Vasquez  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe  
 NOES: None    ABSENT: Randy Fletcher    ABSTAIN: None

Adopted Resolution No. 2015-109, which is on file Yuba County Resolution Book No. 46.

RECESSED AS BOARD OF SUPERVISORS AND CONVENED AS YUBA COUNTY PUBLIC FACILITIES CORPORATION



1. Adopt resolution approving form and authorizing execution of certain lease financing documents regarding sale of certificates of participation in an amount not to exceed \$5,600,000 to finance clean renewable energy project and authorizing and directing certain actions with respect thereto. (Five minute estimate)

MOTION: Move to adopt                      MOVED: John Nicoletti    SECOND: Roger Abe  
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe  
NOES: None    ABSENT: Randy Fletcher    ABSTAIN: None

By roll call vote, adopted Resolution No. 2015-2, which is on file with the Clerk of the Board of Supervisors.

#### ADJOURNED AND RECONVENED AS BOARD OF SUPERVISORS

##### B. Board of Supervisors

1. (467-1015) Consider authorizing membership to North Valley Hispanic Chamber of Commerce and take action as appropriate. (Ten minute estimate) Supervisors Nicoletti and Griego recapped membership and services and responded to inquiries.

Continued to November 3, 2015 Board meeting to allow for Chamber to be present and make presentation.

##### C. Child Support Services/Human Resources

1. (468-1015) Adopt resolution authorizing the hiring of a retired annuitant for Attorney III position with the exception to the 180 day wait period Government Code 7522.56 and 21224 and authorize Chair to execute. (Five minute estimate) Director Tina Taylor recapped immediate need for counsel services and responded to inquiries. Human Resources Director Jill Abel recapped process for hiring.

MOTION: Move to adopt    MOVED: John Nicoletti    SECOND: Roger Abe  
AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe  
NOES: None    ABSENT: Randy Fletcher    ABSTAIN: None

Adopted Resolution No. 2015-110, which is on file in Yuba County Resolution Book No. 46.

##### D. Community Development and Services

1. (466-1015) Adopt resolution accepting donation of \$95,000 from CSA 2 residents and authorizing borrowing of \$65,000 from CSA 66 to CSA 2 for additional paving of CSA 2 roads to be repaid with interest at the county pool rate. (4/5 vote required. Roll Call Vote) (Ten minute estimate) Public Works Director Mike Lee recapped donation and roads to be paved.

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

By roll call vote, adopted Resolution No. 2015-111, which is on file in Yuba County Resolution Book No. 46.

## E. County Administrator

1. (469-1015) Provide direction for improvements needed at Juvenile Hall and Camp Singer. (Ten minute estimate) County Administrator recapped need for security camera and insulation repair and requested direction to move forward with estimates and to bring back costs and recommendations. Mr. Bendorf and Chief Probation Officer Jim Arnold responded to inquiries.

MOTION: Move to approve      MOVED: John Nicoletti      SECOND: Andrew Vasquez  
 AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe  
 NOES: None      ABSENT: Randy Fletcher      ABSTAIN: None

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

- A. (472-1015) Letter from United States Army Corps of Engineers regarding a series of public scoping meetings on the Yuba River Ecosystem Restoration Feasibility Study. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Nicoletti:

- o Habitat for Humanity solar project and tree planting project
- o Marysville Cemetery Tales of Crypts October 10, 2015
- o Naturalization Ceremony October 16, 2015
- o Veterans Annual event October 15, 2015

Supervisor Abe: Ribbon Cutting Ceremony for Highway 70/Feather River Interchange

Supervisor Griego

- o SACOG Transportation Committee October 15, 2015
- o SACOG Regional Conference November 20, 2015
- o FRAQMD meeting October 19, 2015
- o OPUD Board meeting October 15, 2015
- o Naturalization Ceremony October 16, 2015

County Counsel Angil Morris-Jones: Received consensus for Naturalization Ceremony June 2016 hosted by Yuba County

County Administrator Robert Bendorf:

- o Tri County Juvenile Oversight Committee October 30, 2015
- o Discussion with various entities on community issues

IX. CLOSED SESSION: The Board retired into closed session at 10:29 a.m. and returned at 11:20 a.m. with all present as indicated above.

- A. Personnel pursuant to Government Code §54957 – Department Head Evaluation/Agriculture Commissioner
- B. Pending litigation pursuant to Government Code §54956.9(d)(2) – Two Cases By unanimous votes, gave direction on one case and authorization to settle one case.

The Board recessed at 11:21 p.m. and reconvened at 1:30 p.m. with all present as indicated above, except Supervisor Nicoletti.

- X. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer and administered the oath of testimony to parties planning to make statements.

Supervisor Nicoletti joined the meeting at 1:34 p.m.

- A. 1:30 P.M. (470-1015) Public Hearing - Hold public hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$62,220.69 and the recording of a lien regarding 4589 Olivehurst Avenue, Olivehurst, Estate of Frank and Lanita C. Van Wagoner. (Roll Call Vote) (Thirty minute estimate) Code Enforcement Manager Jeremy Strang provided a PowerPoint presentation recapping the following:
- o Determining factors
  - o Timeline of events
  - o Inspection of grow/Re-inspections performed
  - o Cost Accounting
  - o Pictures depicting cultivation

Ms. Charnel James, Counsel on behalf of property owners, recapped circumstances of personal grow and requested daily fines be reduced by four days. Ms. James responded to inquiries.

Chair Griego opened the public hearing. The following individual spoke: Ms. Karen Liggett

Chair Griego closed the public hearing

Supervisor Vasquez moved to reduce fines from 12 days to 10 days. Motion failed for lack of a second.

MOTION: Move to adopt findings, conclusion, orders, cost and penalties in the amount of \$62,220.69 and recording of lien

MOVED: John Nicoletti SECOND: Roger Abe

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: Randy Fletcher ABSTAIN: None

- B. 1:30 P.M. (471-1015) Public Hearing - Hold public hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$66,854.42 and the recording of a lien regarding 6152 Brophy Road, Marysville, Nathan J. and Hannah M. Lang. (Roll Call Vote) (Forty-five minute estimate) Deputy Counsel John Vacek recapped the procedure for hearing. Chair Griego opened the public hearing.

Code Enforcement Officer Jeremy Strang provided a PowerPoint presentation including the following:

Determining Factors

Relevant facts and dates

Pictures depicting cultivation site

Mr. Nathan and Mrs. Hannah Lang, owners of property, recapped circumstances of tenant grow and requested 100 percent of penalties be removed.

Mr. Vacek and the Langs responded to inquiries regarding particular property, circumstances of grow, and other property previously owned within the County.

Supervisor Abe left the meeting at 2:17 p.m.

Following Mr. Vacek questions, Mrs. Lang further advised the property is vacant, would like to sell the property and requested the penalty be removed.

Mr. Strang and Ms. Lang responded to inquiries.

The following individual spoke: Ms. Karen Liggett

Chair Griego closed the public hearing.

MOTION: Move to adopt findings, conclusions, orders, cost and penalties in the amount of \$66,854.42 and recording of lien

MOVED: Andy Vasquez SECOND: John Nicoletti

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego

NOES: None ABSENT: Randy Fletcher, Roger Abe ABSTAIN: None

- C. (473-1015) Consider extending time to set two administrative appeal hearings beyond code requirement for purposes of settlement negotiations. (No background material) Code Enforcement Manager Jeremy Strang requested additional time to continue negotiations through November 6 with hopes to resolve outstanding issues.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Andrew Vasquez

AYES: Andrew Vasquez, John Nicoletti, Mary Jane Griego

NOES: None ABSENT: Randy Fletcher, Roger Abe ABSTAIN: None

XI. ADJOURN 2:52 p.m.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Jennifer Vasquez, Director**

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



(487-1115) Appro... - 1 of 6

**Nichole Quick, MD, MPH**  
**Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director *JV*  
Health & Human Services Department

Dr. Nichole Quick, Health Officer  
Public Health Division

**DATE:** November 3, 2015

**SUBJECT:** Rental Contract between Extra Self Storage and the Yuba County Health and Human Services Department

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the rental contract between its Health and Human Services Department and Extra Self Storage for the rental of a 24 x 30 storage space at \$200.00 per month.

**BACKGROUND:** The Health and Human Services Department uses off-site storage for the storage of Maternal, Child and Adolescent Health (MCAH), Tobacco and other general Public Health program supplies.

**DISCUSSION:** The current self-storage facility utilized by Public Health for storage of program supplies previously known as Hub Self Storage has recently been renamed to Extra Self Storage. In review of the change of contract, it has been determined that the Public Health Division continues to need a large storage space unit, therefore, will need to continue the rental of the storage space #S012 that was previously numbered #12 at Hub Self Storage.

**COMMITTEE:** The Human Services Committee was bypassed due to the routine nature of this request.

**FISCAL IMPACT:** Approval of the rental contract with Extra Self Storage will not impact County General Funds as these costs will be paid through the MCAH Grant, Tobacco Grant and other general Public Health grants.

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(487-1115) Appro... - 3 of 6

Next payment due: 02/1, 2015

GATE CODE \_\_\_\_\_

**RENT IS DUE ON THE  
FIRST OF EACH MONTH**

DATE 9-9-2015

LESSEE: Yuba County Health and Human Services Department

BILLING ADDRESS: P.O. Box 2320

CITY: Marysville STATE: CA ZIP: 95901 TEL.#: 530-749-6312 CELL #: N/A

DRIVERS LIC. #: N/A SOC. SEC #: N/A DOB: N/A

EMAIL ADDRESS: N/A

EMPLOYER N/A WORK # N/A

EMPLOYER ADDRESS: N/A

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent.  
(If none write "none")

ALT. CONTACT: None PHONE: N/A

ALTERNATE CONTACT ADDRESS: N/A

MILITARY: Are you or your spouse on active duty military service? Yes N/A No      Service: N/A

How did you hear about us? ☐ YP ad ☐ Facebook/Twitter ☐ Internet ☐ Drive by ☐ Referral ☒ Previous tenant

Extra Self Storage LINDA, rents to Occupant the storage space number 5012 pursuant to the following terms and conditions: (24 x 30)

**TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENT:** The rent shall be in the amount of \$ 200<sup>00</sup> per month. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check, or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

**PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-Service Storage Facility Act. \_\_\_\_\_ (initial here)

**CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address. \_\_\_\_\_ (initial here)

**LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner. \_\_\_\_\_ (initial here)

**NOTICE OF LIEN:** Pursuant to the California Self-Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges consecutive days. (487-1115) Appro... - 4 of 6 <sup>4)</sup>

**CROSS COLLATERALIZATION OF SPACES:** When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

**GATE ACCESS REVOKED:** When rent or other charges remain unpaid for fourteen (14) consecutive days, Owner may revoke Occupant's gate access code. Occupant will only have access to the space during office hours and must first check-in at the office prior to entry into the facility.

**TERMINATION:** Fifteen (15) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages. \_\_\_\_\_ (initial here)

**USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**HAZARDOUS AND PERISHABLE ITEMS PROHIBITED:** Occupant is strictly prohibited from storing perishable items such as food or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

**INSURANCE:** Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**TIME TO MAKE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this rental agreement, the negotiations that preceded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

**INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

**LOCKS:** Occupant shall provide, at Occupant's own expense, a **disc pad lock** that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. \_\_\_\_\_ (initial here)

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to pro-



mulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from (487-1115) Appro... - 5 of 6

**PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

**OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

**NO SUBLETTING:** Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

**NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

**NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

**SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

**SPACE SIZE APPROXIMATE:** Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

**NO ALTERATIONS:** Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

**DISABILITY ACCESS INSPECTION:** This facility has not been inspected by a Certified Access Specialist.

*Do not sign this agreement until you have read it, including the provision on pages one and two, and fully understand it. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.*

APPROVED AS TO FORM

ANGIL P. MORRIS-IGNE

COUNTY COUNSEL

BY: 

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

On Behalf of Owner \_\_\_\_\_ Date \_\_\_\_\_



### Contact Addendum

Occupant hereby agrees that Extra Self Storage management is not responsible for disposing of trash and or debris left on the facility grounds by tenants or a third party person(s). Should personal property or trash of any kind be left on the facility grounds by a tenant or third party person(s), the following fees will apply:

Debris / Trash Removal Fee:	\$75.00 per occurrence	_____ Initial
Dumping Fee:	\$150.00 per occurrence	_____ Initial

Extra Self Storage requires that all tenants be off the facility grounds by no later than 7pm. Should you not comply with this company policy, that following fees will apply:

1st Time:	Warning	_____ Initial
2nd Time:	\$10.00	_____ Initial
3rd Time:	\$15.00	_____ Initial
4th Time & each occurrence after:	\$25.00	_____ Initial

\_\_\_\_\_  
Occupant / Lessee

Date: \_\_\_\_\_

\_\_\_\_\_  
Extra Self Storage Representative

Date: \_\_\_\_\_

# The County of Yuba



(488-1115) Appro... - 1 of 6

## HEALTH & HUMAN SERVICES DEPARTMENT

**Jennifer Vasquez, Director**

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

**Nichole Quick, MD, MPH**  
**Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director  
Health & Human Services Department

Tony Roach, Program Manager  
Child Welfare Services Division

**DATE:** November 3, 2015

**SUBJECT:** Rental Contract between Extra Self Storage and the Yuba County Health and Human Services Department

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the rental contract between its Health and Human Services Department and Extra Self Storage for the rental of a 24 x 60 storage space at \$500.00 per month.

**BACKGROUND:** The Health and Human Services Department uses off-site storage to house Child Welfare Services (CWS) closed case files. State and Federal regulations mandate that case files and fiscal files be maintained for a minimum of ten years.

**DISCUSSION:** The current self-storage facility utilized by CWS for closed files previously known as Hub Self Storage has recently been renamed to Extra Self Storage. In review of the change of contract, it is determined that the CWS closed files continues to need a large storage space unit, therefore, will need to continue the rental of the storage space #S021 that was previously numbered #21 at Hub Self Storage.

**COMMITTEE:** The Human Services Committee was bypassed due to the routine nature of this request.

**FISCAL IMPACT:** Approval of the rental contract with Extra Self Storage will not impact County General Funds as these costs will be paid through the CWS allocation.

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(488-1115) Appro... - 3 of 6

Next payment due: Oct 1, 2015

GATE CODE \_\_\_\_\_

**RENT IS DUE ON THE  
FIRST OF EACH MONTH**

DATE 9-9-2015

LESSEE: Yuba County Health and Human Services Department

BILLING ADDRESS: P.O. Box 2320

CITY: Marysville STATE: CA ZIP: 95901 TEL #: 530-749-6312 CELL #: N/A

DRIVERS LIC. #: N/A SOC. SEC #: N/A DOB: N/A

EMAIL ADDRESS: N/A

EMPLOYER N/A WORK # N/A

EMPLOYER ADDRESS: N/A

Please provide the name and address of another person to whom the Preliminary Lien Notice and subsequent notices may be sent.  
(If none write "none")

ALT. CONTACT: None PHONE: N/A

ALTERNATE CONTACT ADDRESS: N/A

MILITARY: Are you or your spouse on active duty military service? Yes N/A No      Service: N/A

How did you hear about us? ☐ YP ad ☐ Facebook/Twitter ☐ Internet ☐ Drive by ☐ Referral ☒ Previous tenant

Extra Self Storage LINDA, rents to Occupant the storage space number 5021 pursuant to the following terms and conditions: (24 x 60)

**TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENT:** The rent shall be in the amount of \$ 500<sup>00</sup> per month. Rent is due each month on the rent due date in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check, or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail at the address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate.

**PARTIAL RENT PAYMENTS:** Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial rent payments by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the California Self-Service Storage Facility Act. \_\_\_\_\_ (initial here)

**CHANGE OF ADDRESS:** Occupant must provide address changes to Owner in writing. Such change will become effective when received by Owner. It is the responsibility of the Occupant to verify that Owner has received and recorded the requested change of address. \_\_\_\_\_ (initial here)

**LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner the indicated late fee if rent is received ten (10) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated "Bad Check Charge" plus all bank charges for any dishonored check. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner. \_\_\_\_\_ (initial here)

**NOTICE OF LIEN:** Pursuant to the California Self-Service Storage Facility Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges consecutive days. (488-1115) Appro... - 4 of 6 4)

**CROSS COLLATERALIZATION OF SPACES:** When Occupant rents more than one space at this facility, the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies, including, denial of access to the facility and sale of the property, if all rent on all spaces is not paid when due.

**GATE ACCESS REVOKED:** When rent or other charges remain unpaid for fourteen (14) consecutive days, Owner may revoke Occupant's gate access code. Occupant will only have access to the space during office hours and must first check-in at the office prior to entry into the facility.

**TERMINATION:** Fifteen (15) days advanced written notice given by Owner or Occupant to the other party will terminate this tenancy. Owner does not prorate rent; only full months' prepaid rent shall be returned to Occupant within fifteen (15) days of vacating the unit. Occupant must leave the space broom clean and in good condition. Occupant is responsible for all damages. \_\_\_\_\_ (initial here)

**USE OF STORAGE SPACE:** Owner is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Owner does not exercise care, custody, nor control, over Occupant's stored property. Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property. Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**HAZARDOUS AND PERISHABLE ITEMS PROHIBITED:** Occupant is strictly prohibited from storing perishable items such as food or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines, or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

**INSURANCE:** Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents, or employees for loss of or damage to stored property.

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**TIME TO MAKE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve (12) months of the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

**INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

**LOCKS:** Occupant shall provide, at Occupant's own expense, a **disc pad lock** that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant. \_\_\_\_\_ (initial here)

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to pro-

mulgate rules and regulations for the safety, care and cleanliness of the storage space or the pres... (488-1115) Appro... - 5 of 6

**PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left or abandoned in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

**OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon three (3) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

**NO SUBLETTING:** Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

**NOTICES:** All notices required by this rental agreement shall be sent by first class mail postage prepaid to Occupant's last known mailing address or by e-mail to the e-mail address provided by the occupant. Notices shall be deemed given when deposited in the United States mail or sent to the electronic mail address provided by Occupant. Occupant agrees that mailed notice is conclusively presumed to have been received by Occupant five (5) days after mailing, unless returned to Owner by the U.S. Postal Service and that electronic mail notices shall be deemed delivered upon sending unless Owner receives notice of non-delivery within 48 hours of sending the notice. All statutory notices shall be sent as required by law.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

**NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

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APPROVED AS TO FORM

ANGIE P. MORRIS-JON

COUNTY COUNSEL

BY:

Date

Occupant Signature

On Behalf of Owner

Date



### Contact Addendum

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Dumping Fee: \$150.00 per occurrence \_\_\_\_\_ Initial

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1st Time: Warning \_\_\_\_\_ Initial

2nd Time: \$10.00 \_\_\_\_\_ Initial

3rd Time: \$15.00 \_\_\_\_\_ Initial

4th Time & each occurrence after: \$25.00 \_\_\_\_\_ Initial

\_\_\_\_\_  
Occupant / Lessee

Date: \_\_\_\_\_

\_\_\_\_\_  
Extra Self Storage Representative

Date: \_\_\_\_\_



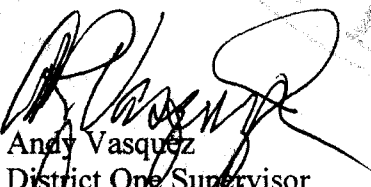
# Board of Supervisors County of Duba

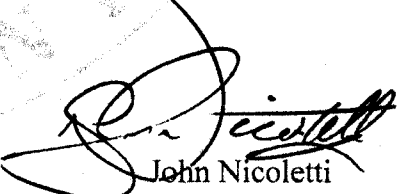
## Certificate of Recognition

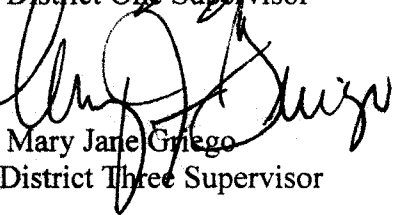
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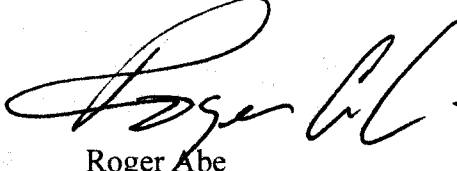
CHARLES FORD

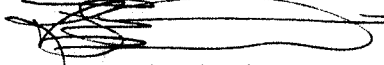
FOR ORGANIZING DONATIONS AND  
DELIVERING TO LAKE COUNTY FOR CITIZENS  
★ DEVASTATED BY LAKE COUNTY FIRE

  
Andy Vasquez  
District One Supervisor

  
John Nicoletti  
District Two Supervisor

  
Mary Jane Griego  
District Three Supervisor

  
Roger Abe  
District Four Supervisor

  
Randy Fletcher  
District Five Supervisor

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# Board of Supervisors

## Certificate of Recognition

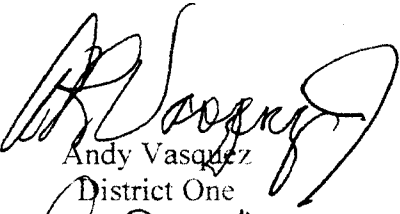
PRESENTED TO

**JOSH HENRICKSEN**

**FOR BRAVERY, COURAGE,  
AND WILLINGNESS TO THWART AN  
ARMED ROBBERY SUSPECT**

**YOU ARE THE PRIDE OF THE COMMUNITY**


September 29, 2015



Andy Vasquez  
District One



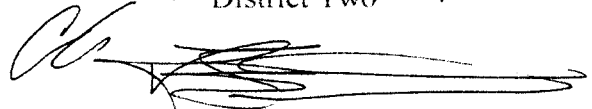
Mary Jane Griego  
District Three



Roger Abe  
District Four



John Nicoletti  
District Two



Randy Fletcher  
District Five

# Board of Supervisors

## Certificate of Recognition

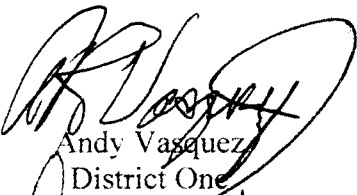
PRESENTED TO

NOEL (SILLER) MASHET

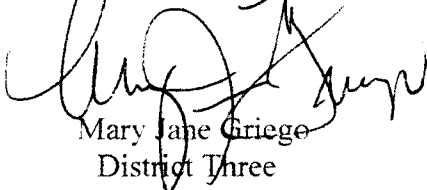
FOR BRAVERY, COURAGE,  
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YOU ARE THE PRIDE OF THE COMMUNITY

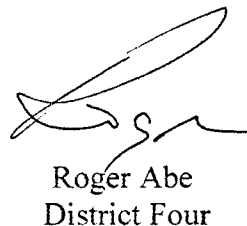
September 29, 2015



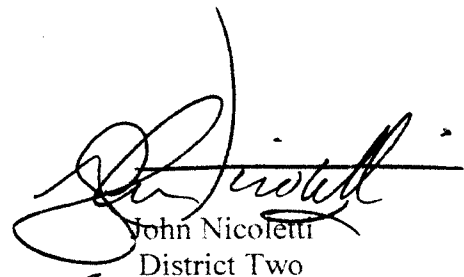
Andy Vasquez  
District One



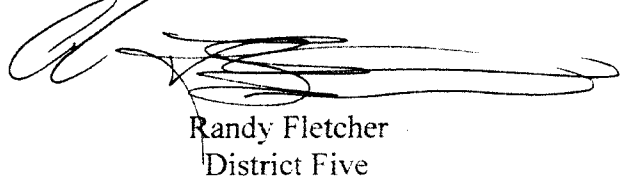
Mary Jane Griego  
District Three



Roger Abe  
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John Nicoletti  
District Two



Randy Fletcher  
District Five

# Board of Supervisors

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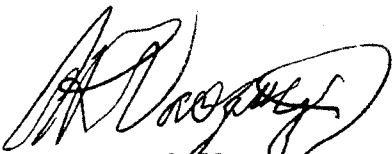
PRESENTED TO

**T.J. BLACKWELL**

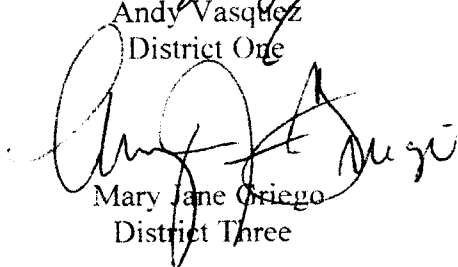
**FOR BRAVERY, COURAGE,  
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ARMED ROBBERY SUSPECT**

**YOU ARE THE PRIDE OF THE COMMUNITY**

September 29, 2015



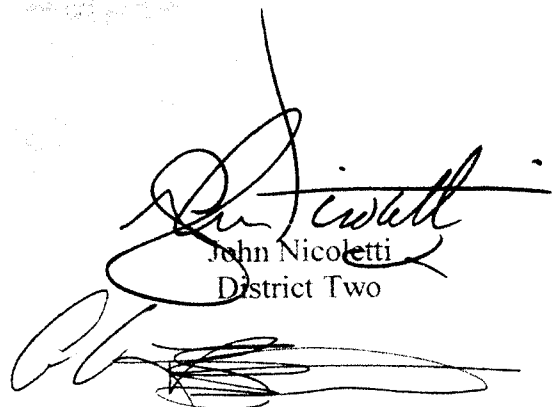
Andy Vasquez  
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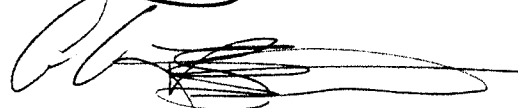
Mary Jane Griego  
District Three



Roger Abe  
District Four



John Nicoletti  
District Two



Randy Fletcher  
District Five

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October 21, 2015

Mary Jane Griego, Chair  
Yuba County Board of Supervisors  
915 8<sup>th</sup> Street, Suite 109  
Marysville, CA 95901

Dear Ms. Griego:

California *Education Code* Section 1240 requires that the Superintendent, or his/her designee, visit schools identified in our county, review information in the areas noted below, and report to you the results of my visits and reviews. I am pleased to provide, for submission to your governing board at a regularly scheduled meeting, the annual report for fiscal year 2015-2016 as required by *Education Code* section 1240(c)(2)(B) pursuant to the Williams Settlement. Attached you will find the results of the visits and reviews from Cedar Lane Elementary School, Johnson Park Elementary School, Linda Elementary School, Lindhurst High School, Yuba Feather Elementary School and Yuba Gardens Intermediate School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

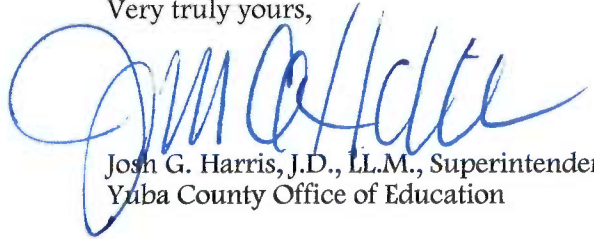
Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.

- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education



October 13, 2015

Gay Todd, Superintendent, Marysville Joint Unified School District  
Jill Segner, Principal, Cedar Lane Elementary School

RE: Williams Visit - Cedar Lane Elementary School

Dear Dr. Todd and Ms. Segner:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Cedar Lane Elementary School. The visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Cedar Lane Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

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2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
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- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Cedar Lane Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

**School Facilities:**

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 9, 2015. The school's 2015 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

**Instructional Materials:**

The Williams Verification Visit to Cedar Lane Elementary School occurred on September 2, 2015 and was an unannounced visit. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Cedar Lane Elementary School.

**School Accountability Report Card:**

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2013-2014 School Accountability Report Card published during the 2014-2015 school year was reviewed.

**Teacher Misassignment:**

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3<sup>rd</sup> quarter report.

**Audit Review:**

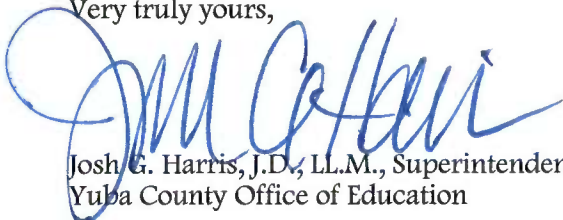
There were no audit findings for this site.

**Uniform Complaint:**

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2014-2015 school year (April 1<sup>st</sup> - June 30<sup>th</sup>).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Marysville Joint Unified School District		Yuba County	
SCHOOL SITE		SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE
Cedar Lane Elementary School, 841 Cedar Lane, Marysville, California 95901		Kindergarten to 6th	26
INSPECTOR'S NAME	INSPECTOR'S TITLE	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
John Mejia	YCOE Maintenance Supervisor	Jill Segner	
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION		
1:00 PM - 2:15 PM	Warm and sunny		

PART III: CATEGORY TOTALS AND RANKING(round all calculations to two decimal places)																			
TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR		C. CLEANLINESS		D. ELECTRICAL		E. RESTROOMS/FOUNTAINS			F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/TERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/SPENCES			
↓  6	Number of "v"s.	6	6	5	6	6	5	4	4	5	6	6	6	5	6				
	Number of "D"s.	0	0	0	0	0	1	0	1	1	0	0	0	1	0				
	Number of "X"s.	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	Number of N/A's:	0	0	1	0	0	0	0	2	1	0	0	0	0	0				
Percent of System in Good Repair Number of "v"s divided by (Total Areas - "N/A"s")		100.00%	100.00%	100.00%	100.00%	100.00%	83.33%	100.00%	80.00%	83.33%	100.00%	100.00%	100.00%	83.33%	100.00%				
Total Percent per Category (average of above)*		100.00%			100.00%	83.33%		90.00%		91.67%		100.00%		91.67%					
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	FAIR		GOOD		GOOD		GOOD		GOOD					

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	SCHOOL RATING**
	94.58%	GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: Very clean school, the new classroom building looks great.

PART II: EVALUATION DETAIL

Date of Inspection: 09/09/15

School Name: Cedar Lane Elementary School

CATEGORY AREA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
Main Building	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	D	✓
	COMMENTS:	Playground drinking fountains not working. East exterior lights on during day time.													
Portables	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓
	COMMENTS:	Preschool class-fire extinguisher expired													
Library Building	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	COMMENTS:	Looks good													
Cafeteria & Kitchen	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	✓
	COMMENTS:	Very clean													
P-216	✓	✓	NA	✓	✓	✓	D	NA	NA	✓	✓	✓	✓	✓	✓
	COMMENTS:	Light cover missing-Work Order was put in													
Main Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	COMMENTS:														
	COMMENTS:														
	COMMENTS:														
	COMMENTS:														
	COMMENTS:														
	COMMENTS:														

Marks: ✓ = Good Repair (When filling up the electronic version, please use **ctrl+G**); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable  
Use additional sheets as necessary.

October 13, 2015

Gay Todd, Superintendent, Marysville Joint Unified School District  
Sarah O'Brien, Principal, Johnson Park Elementary School

RE: Williams Visit ~ Johnson Park Elementary School

Dear Dr. Todd and Ms. O'Brien:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Johnson Park Elementary School. The visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Johnson Park Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to "sufficient" instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that "poses an emergency or urgent threat to the health or safety of pupils or staff"; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- "Sufficient instructional materials" means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- "Facilities standards" means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- "Good repair" is defined as maintaining schools that are clean, safe, and functional.



During the visit to Johnson Park Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

**School Facilities:**

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 9, 2015. The school's 2015 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

**Instructional Materials:**

The Williams Verification Visit to Johnson Park Elementary School occurred on September 8, 2015 and was an announced visit. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Johnson Park Elementary School.

**School Accountability Report Card:**

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2013-2014 School Accountability Report Card published during the 2014-2015 school year was reviewed.

**Teacher Misassignment:**

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3<sup>rd</sup> quarter report.

**Audit Review:**

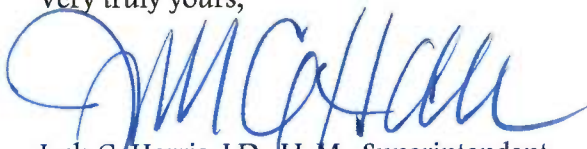
There were no audit findings for this site.

**Uniform Complaint:**

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2014-2015 school year (April 1<sup>st</sup> - June 30<sup>th</sup>).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY
Marysville Joint Unified School District		Yuba County
SCHOOL SITE		SCHOOL TYPE (GRADE LEVELS)
Johnson Park Elementary School, 4364 Lever Ave, Marysville, California 95901		Kindergarten to 6th
INSPECTOR'S NAME	INSPECTOR'S TITLE	NUMBER OF CLASSROOMS ON SITE
John Mejia	YCOE Maintenance Supervisor	28
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)
8:00 AM - 9:30 AM	Sunny & Warm	Travis Barnett

PART III: CATEGORY TOTALS AND RANKING(round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
6	Number of "✓'s"	6	6	6	4	4	6	5	6	6	6	6	6	6	3	6
	Number of "D's"	0	0	0	2	2	0	1	0	0	0	0	0	0	1	0
	Number of "X's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/A's	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
Percent of System in Good Repair Number of "✓'s" divided by (Total Areas - "N/A's")		100.00%	100.00%	100.00%	66.67%	66.67%	100.00%	83.33%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%
Total Percent per Category (average of above)*		100.00%			66.67%	83.34%		83.33%	100.00%		100.00%		100.00%		87.50%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		FAIR	GOOD		GOOD		GOOD		FAIR	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

90.10%

SCHOOL RATING\*\*

GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

This is a nice school where most areas are in good repair but interior surfaces are in need of attention as well as the grounds.

PART II: EVALUATION DETAIL																
Date of Inspection: 09/09/15																
School Name: Johnson Park Elementary School																
CATEGORY		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUNDS/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
Main Building Office		✓	✓	✓	D	D	✓	D	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	Cover-Tech Plate in office. Ceiling tile needs attached. Mechanical room very messy.														
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Portables	COMMENTS:	All In good repair														
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NA	✓
Kitchen/Multi	COMMENTS:	Kitchen very clean														
	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	D	✓
New classroom building	COMMENTS:	Bathrooms dirty-stained walls. Grounds need attention														
	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 2	COMMENTS:	Good repair, very clean. Ceiling tile needs to be attached.														
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Room 1	COMMENTS:	Good repair, very clean.														
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															
	COMMENTS:															

(491-1115) Recei...

Marks: ✓ = Good Repair (When filling up the electronic version, please use ctrl+G ); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable  
Use additional sheets as necessary.



October 13, 2015

Gay Todd, Superintendent, Marysville Joint Unified School District  
Judy Hart, Principal, Linda Elementary School

RE: Williams Visit ~ Linda Elementary School

Dear Dr. Todd and Ms. Hart:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Linda Elementary School. The visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Linda Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Linda Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

**School Facilities:**

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 10, 2015. The school's 2015 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

**Instructional Materials:**

The Williams Verification Visit to Linda Elementary School occurred on September 8, 2015 and was an unannounced visit. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Linda Elementary School.

**School Accountability Report Card:**

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2013-2014 School Accountability Report Card published during the 2014-2015 school year was reviewed.

**Teacher Misassignment:**

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3<sup>rd</sup> quarter report.

**Audit Review:**


There were no audit findings for this site.

**Uniform Complaint:**

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2014-2015 school year (April 1<sup>st</sup> - June 30<sup>th</sup>).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Marysville Joint Unified School District		Yuba County	
SCHOOL SITE	SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE	
Linda Elementary School, 6180 Dunning Ave, Marysville, California 95901	Kinder to 6th	40	
INSPECTOR'S NAME	INSPECTOR'S TITLE	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
John Mejia	YCOE Maintenance Supervisor	Travis Barnett	
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION		
8:30 AM - 10:00 AM	Sunny & Warm		

PART III: CATEGORY TOTALS AND RANKING(round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
7  ↓	Number of "✓'s:	7	5	6	5	7	7	5	4	6	6	5	4	3	5	
	Number of "D's:	0	0	0	0	0	0	1	0	1	0	1	2	3	1	
	Number of "X's:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Number of N/A's:	0	2	1	2	0	0	1	3	0	1	1	1	1	1	
Percent of System in Good Repair Number of "✓'s divided by (Total Areas - "NA" 's)		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	83.33%	100.00%	85.71%	100.00%	100.00%	83.33%	66.67%	50.00%	83.33%
Total Percent per Category (average of above)		100.00%			100.00%	100.00%	83.33%	92.86%		100.00%		75.00%		66.67%		
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD	FAIR	GOOD		GOOD		FAIR		POOR		

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE

89.73%

SCHOOL RATING\*\*

FAIR

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

Office was recently remodeled, looks good. The school grounds need attention as well as the roofs and gutters.

(491-1115) Recei... - 14 of 26

Marks: ✓ = Good Repair (When filling up the electronic version, please use **ctrl+G**); **D** = Deficiency; **X** = Extreme Deficiency; **NA** = Not Applicable  
 Use additional sheets as necessary.

October 13, 2015

Gay Todd, Superintendent, Marysville Joint Unified School District  
Bob Eckardt, Principal, Lindhurst High School

RE: Williams Visit ~ Lindhurst High School

Dear Dr. Todd and Mr. Eckardt:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Lindhurst High School. The visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Lindhurst High School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.



During the visit to Lindhurst High School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

**School Facilities:**

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 10, 2015. The school's 2015 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

**Instructional Materials:**

The Williams Verification Visit to Lindhurst High School occurred on September 11, 2015 and was an announced visit. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Lindhurst High School.

**School Accountability Report Card:**

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2013-2014 School Accountability Report Card published during the 2014-2015 school year was reviewed.

**Teacher Misassignment:**

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3<sup>rd</sup> quarter report.

**Audit Review:**

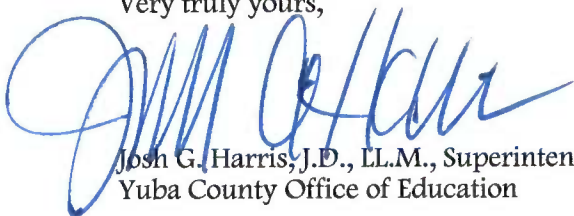
There were no audit findings for this site.

**Uniform Complaint:**

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2014-2015 school year (April 1<sup>st</sup> - June 30<sup>th</sup>).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John G. Harris".

John G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Marysville Joint Unified School District		Yuba County	
SCHOOL SITE	SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE	
Lindhurst High School, 4446 Olive Drive, Olivehurst California 95961	9 through 12	68	
INSPECTOR'S NAME	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)		
John Mejia	Travis Barnett		
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION		
10:30 AM - 1:00 PM	Warm & Sunny		

PART III: CATEGORY TOTALS AND RANKING(round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER		OVERALL CLEANLINESS	PEST/VERMIN INFESTATION		RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
7	Number of "✓'s"	7	4	7	3	6	7	5	6	7	7	5	6	5	6	
	Number of "D's"	0	1	0	3	1	0	2	0	0	0	0	0	2	1	
	Number of "X's"	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
	Number of N/A's	0	1	0	1	0	0	0	1	0	0	2	1	0	0	
Percent of System in Good Repair Number of "✓'s" divided by (Total Areas - "N/A's")		100.00%	X	100.00%	50.00%	85.71%	100.00%	71.43%	100.00%	100.00%	100.00%	100.00%	100.00%	71.43%	85.71%	
Total Percent per Category (average of above)*		0.00%			50.00%	92.86%		71.43%	100.00%		100.00%		100.00%		78.57%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		POOR			POOR	GOOD		POOR	GOOD		GOOD		GOOD		FAIR	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category" .

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	SCHOOL RATING**
	74.11%	POOR

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75 %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:  
Multiple buildings have stained ceiling tiles from water damage including the new Science Building in the computer lab. Site needs to be cleaned up. There are plans for replacement of the old HVAC system.

PART II: EVALUATION DETAIL				Date of Inspection: 09/10/15		School Name: Lindhurst High School											
CATEGORY \ AREA		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
A Building	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:	Stained tiles in attendance office, water damage.															
	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
New Science Building	COMMENTS:	Classroom D101, stained ceiling tiles, water damage.															
	✓	X	✓	✓	D	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	
	COMMENTS:	Stained tiles in library. ADA signage not in proper place. HVAC system not working due to age of system.															
C Building	✓	NA	✓	✓	NA	D	✓	✓	NA	✓	✓	NA	NA	NA	D	✓	
	COMMENTS:	Debris around the grounds. Exterior lights on during the daytime.															
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Portables North side of the school.	COMMENTS:	Volunteer trees are growing in between the portables.															
	✓	D	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	D	
	COMMENTS:	Gate in multi-purpose room needs repaired. Light fixture hanging down-work order put in.															
Gym	✓	✓	✓	✓	✓	✓	✓	D	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:	Electrical panel missing on west wall.															
Main Office	COMMENTS:																
	COMMENTS:																
	COMMENTS:																
	COMMENTS:																

(491-1115) Recei...

✓ = Good Repair (When filling up the electronic version, please use **ctrl+G**); **D** = Deficiency; **X** = Extreme Deficiency; **NA** = Not Applicable  
Use additional sheets as necessary.



October 13, 2015

Gay Todd, Superintendent, Marysville Joint Unified School District  
Lynne Cardoza, Principal, Yuba Feather Elementary School

RE: Williams Visit ~ Yuba Feather Elementary School

Dear Dr. Todd and Ms. Cardoza:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Yuba Feather Elementary School. The visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Yuba Feather Elementary School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.

During the visit to Yuba Feather Elementary School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

**School Facilities:**

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 11, 2015. The school's 2015 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

**Instructional Materials:**

The Williams Verification Visit to Yuba Feather Elementary School occurred on September 3, 2015 and was an announced visit. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Yuba Feather Elementary School.

**School Accountability Report Card:**

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2013-2014 School Accountability Report Card published during the 2014-2015 school year was reviewed.

**Teacher Misassignment:**

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3<sup>rd</sup> quarter report.

**Audit Review:**

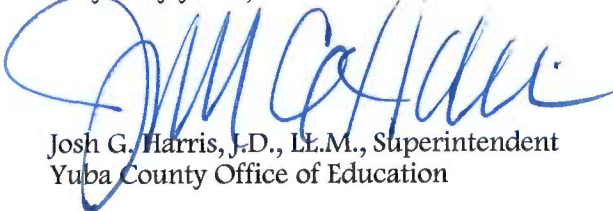
There were no audit findings for this site.

**Uniform Complaint:**

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2014-2015 school year (April 1<sup>st</sup> ~ June 30<sup>th</sup>).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,



Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Marysville Joint Unified School District		Yuba County	
SCHOOL SITE	SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE	
Yuba Feather Elementary School PO Box 1458 (15600 Oregon Hill Road) Challenge, California 95925	Kinder to 6th	12	
INSPECTOR'S NAME	INSPECTOR'S TITLE	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
John Mejia	Maintenance Supervisor-YCOE	Georgia / Custodian	
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION		
1:00 PM - 3:00 PM	Sunny & warm		

PART III: CATEGORY TOTALS AND RANKING(round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS			D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER		OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL		RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
10	Number of "✓"'s	10	9	6	7	10	10	9	9	4	9	6	3	10	9	6	9
	Number of "D"'s	0	0	0	0	0	0	1	1	0	1	0	0	0	1	1	0
	Number of "X"'s	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/A's	0	1	4	3	0	0	0	0	6	0	4	7	0	0	3	1
Percent of System in Good Repair Number of "✓"'s divided by (Total Areas - "N/A"'s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	90.00%	90.00%	100.00%	90.00%	100.00%	100.00%	100.00%	90.00%	85.71%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%			90.00%	95.00%		100.00%		95.00%		92.86%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD			GOOD	GOOD		GOOD		GOOD		GOOD	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	SCHOOL RATING**
	96.61%	GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION:

The school is being kept up in very good condition.

PART II: EVALUATION DETAIL		Date of Inspection: 09/11/15		School Name: Yuba Feather Elementary School											
CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
AREA	GAS/LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES
<b>Main Building</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	COMMENTS:														
Office Area New Classroom Building	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	COMMENTS: Great condition														
Gym/Kitchen	✓	✓	✓	✓	✓	✓	✓	NA	✓	✓	✓	✓	✓	NA	✓
	COMMENTS: Very clean														
Grounds and Parking lots	✓	NA	✓	NA	✓	✓	✓	✓	✓	NA	NA	✓	✓	✓	NA
	COMMENTS: Good repair														
West Breezeway	✓	✓	NA	NA	✓	✓	✓	✓	D	NA	NA	✓	✓	✓	✓
	COMMENTS: Drinking fountain bubbler loose. One drinking faucet not working.														
South Wing Quad	✓	✓	✓	NA	✓	✓	✓	NA	✓	NA	NA	✓	D	D	✓
	COMMENTS: Safety-need cover over holes. Down spout needs fixed.														
Room 9	✓	✓	NA	✓	✓	✓	✓	NA	✓	✓	NA	✓	✓	✓	✓
	COMMENTS:														
Room 1	✓	✓	NA	✓	✓	✓	✓	NA	✓	✓	NA	✓	✓	NA	✓
	COMMENTS:														
Indian Ed.	✓	✓	NA	✓	✓	✓	✓	NA	✓	✓	NA	✓	✓	NA	✓
	COMMENTS:														
South/ South Wing Wall	✓	✓	✓	✓	✓	✓	D	NA	✓	NA	NA	✓	✓	✓	✓
	COMMENTS: Cover Plate missing-2														
	COMMENTS:														

(491-1115) Recei... - 22 of 26

Marks: ✓ = Good Repair (When filling up the electronic version, please use ctrl+G ); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable  
 Use additional sheets as necessary.

October 13, 2015

Gay Todd, Superintendent, Marysville Joint Unified School District  
Kari Ylst, Principal, Yuba Gardens Intermediate School

RE: Williams Visit ~ Yuba Gardens Intermediate School

Dear Dr. Todd and Ms. Ylst:

California Education Code Section 1240 requires that the Superintendent of Schools, or his or her designee, visit schools identified in Yuba County and report the results of the visit. This report concerns the visit to Yuba Gardens Intermediate School. The visit was a positive, professional experience with a focus by the entire staff on seeking to improve the learning of each student at Yuba Gardens Intermediate School.

The purpose of the visit as specified in California Education Code 1240 was:

1. To ensure that students have access to “sufficient” instructional materials in four core subjects of English/language arts, mathematics, history/social science, and science;
2. To assess compliance with facilities maintenance to determine the condition of a facility that “poses an emergency or urgent threat to the health or safety of pupils or staff”; and
3. To determine if the school has provided accurate data for the annual School Accountability Report Card (SARC) related to instructional materials and facilities maintenance.

The law further requires that the Superintendent of Schools, or his/her designee, annually monitor and review:

1. Teacher assignments in Decile 1-3 schools;
2. Receive quarterly reports on complaints filed with the school district concerning insufficient instructional materials, teacher vacancies and misassignment and emergency or urgent facilities issues under the Uniform Complaint Procedure; and
3. Expanded audit review authority in the areas of use of Instructional Materials Program Funds, teacher misassignment and information reported on the School Accountability Report Card.

Before proceeding with the report, let me define some basic terms:

- “Sufficient instructional materials” means every pupil, including English language learners, has a textbook in the four core areas to use in class and to take home.
- “Facilities standards” means that each school district that receives state funding for facilities is required to establish a facilities inspection program and to ensure that each of the schools is maintained in good repair.
- “Good repair” is defined as maintaining schools that are clean, safe, and functional.



During the visit to Yuba Gardens Intermediate School, the findings related to the areas of instructional materials, facilities, School Accountability Report Card, teacher misassignment, audit findings, and uniform complaint notices are summarized below:

**School Facilities:**

The facility inspection for health and safety and for the verification of the district's facility evaluation was completed on September 9, 2015. The school's 2015 State Facility Inspection Tool (FIT) is attached. The facility inspection was limited to the fifteen areas identified in the Facility Inspection Tool which was developed by the Office of Public School Construction. Where there is a discrepancy between the FIT and the personal evaluation during the Williams review, the items were brought to the attention of the school administration.

**Instructional Materials:**

The Williams Verification Visit to Yuba Gardens Intermediate School occurred on September 3, 2015 and was an announced visit. Twenty-five percent of the classrooms were visited as required under the Williams' statutes. Classroom visits and review of the Instructional Materials Inventory revealed that there were sufficient numbers of English/language arts, math, history/social science, and science textbooks provided to the students at Yuba Gardens Intermediate School.

**School Accountability Report Card:**

Yuba County Office of Education is required to review the accuracy of the data reported on the most recent school accountability report cards of Decile 1-3 schools with respect to the availability of sufficient textbooks and instructional materials, and the safety, cleanliness, and adequacy of school facilities, including "good repair." To that end, the 2013-2014 School Accountability Report Card published during the 2014-2015 school year was reviewed.

**Teacher Misassignment:**

Monitoring for teacher misassignments will be conducted in the spring and reported in the 3<sup>rd</sup> quarter report.

**Audit Review:**

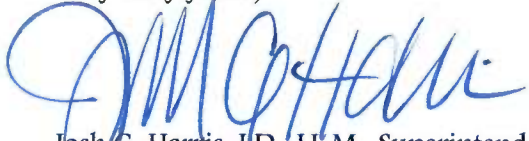
There were no audit findings for this site.

**Uniform Complaint:**

A Uniform Complaint form was posted in every classroom visited by the Williams team. No uniform complaints were reported during the fourth quarter of the 2014-2015 school year (April 1<sup>st</sup> - June 30<sup>th</sup>).

The Yuba County Office of Education is available should you have any questions or concerns regarding Williams reporting.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. Harris", is written over the typed name.

Josh G. Harris, J.D., LL.M., Superintendent  
Yuba County Office of Education

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Marysville Joint Unified School District		Yuba County	
SCHOOL SITE	SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE	
Yuba Gardens Intermediate School, 1964 11th Ave Olivehurst, California 95961	7th - 8th	35	
INSPECTOR'S NAME	INSPECTOR'S TITLE	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
John Mejia	YCOE Maintenance Supervisor	NA	
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION		
9:45 AM - 11:30 AM	Sunny & Warm		

PART III: CATEGORY TOTALS AND RANKING(round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
8  ↓	Number of "✓'s"	8	8	4	6	8	8	8	3	5	8	6	7	6	5	7
	Number of "D's"	0	0	0	2	0	0	0	0	0	0	0	1	2	1	1
	Number of "X's"	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/A's	0	0	4	0	0	0	0	5	3	0	2	0	0	2	0
Percent of System in Good Repair Number of "✓'s" divided by (Total Areas - "N/A's")		100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	87.50%	75.00%	83.33%	87.50%
Total Percent per Category (average of above)*		100.00%			75.00%	100.00%		100.00%	100.00%		100.00%		81.25%		85.42%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		FAIR		FAIR	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:	DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE	92.71%	SCHOOL RATING**	GOOD
-----------------	--	--------	-----------------	------

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: Older school being kept clean. Northwest Portables need a substantial amount of attention due to dry rot and bad gutters.

PART II: EVALUATION DETAIL		Date of Inspection: 09/09/15		School Name: Yuba Gardens Intermediate School													
AREA	CATEGORY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	
Main Building North Portables		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D	✓	
	COMMENTS:	Exterior lighting on in the daytime.															
New Gym and Library		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:	Good repair															
South Portables		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	COMMENTS:	Good repair															
Student Services		✓	✓	NA	D	✓	✓	✓	NA	NA	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	Ceiling tile falling down															
Old Gym		✓	✓	✓	D	✓	✓	✓	NA	✓	✓	✓	✓	✓	✓	NA	✓
	COMMENTS:	Ceiling damage from water leak-East wall next to crawl space.															
P-26		✓	✓	NA	✓	✓	✓	✓	NA	✓	✓	NA	D	D	✓	✓	✓
	COMMENTS:	Siding is rotten on East wall. Downspout is not attached on East wall.															
P-28		✓	✓	NA	✓	✓	✓	✓	NA	NA	✓	✓	✓	D	✓	✓	✓
	COMMENTS:	Gutter is falling off.															
P-218		✓	✓	NA	✓	✓	✓	✓	NA	NA	✓	NA	✓	✓	✓	✓	D
	COMMENTS:	Screen on window is damaged, ripped.															
	COMMENTS:																
	COMMENTS:																
	COMMENTS:																

Marks: ✓ = Good Repair (When filling up the electronic version, please use ctrl+G ); D = Deficiency; X = Extreme Deficiency; NA = Not Applicable  
Use additional sheets as necessary.



## About Us



Welcome to the North Valley Hispanic Chamber of Commerce (NVHCC) website. We encourage visitors to visit our proud sponsors and our members' websites.

As the name suggests, the NVHCC serves businesses and consumers in the North Valley. Our service area is approximately a 50 mile radius from Yuba City and includes, but is not limited to Yuba City, Colusa, Gridley, Marysville, Live Oak, Sutter, Linda, Olivehurst, Lincoln, Woodland, and Natomas. Within this site you will find news, contacts, links, event notices, and business applications... all types of helpful information and tools to assist consumers and businesses grow and prosper by exchanging views and information.

The North Valley Hispanic Chamber of Commerce plays an important role in the Latino Community and the Community as a whole. Although the North Valley Hispanic Chamber of Commerce is primarily focused on promoting business, it also understands and relishes its role as advocate for the local Latino Community.

Through our activities and programs we reach out to family, friends and neighbors in the community and give everyone in the community an opportunity to experience all that Hispanic culture has to offer.




We also provide a vital forum for the Hispanic business community to share ideas, concerns and successes. Our strategy is to facilitate our local community leaders and our Chamber members to come together and build partnerships that allow businesses and other members of the community to better understand their contribution that each of us makes to the growth and development of the North Valley.

We conduct a wide variety of activities including: networking sessions, luncheons and dinners with local and state keynote speakers that are leaders in the community.

Please join us by participating in events that highlight the contributions of our businesses and support of the development of our future leaders. We appreciate your support and we look forward to your participation.

[Join](#)[Contact](#)

### Contact Us

 (530) 923-7665  
 North Valley Hispanic Chamber of Commerce  
321 D Street Suite C, Marysville CA 95901  
 [info@nvhcc.org](mailto:info@nvhcc.org)

### Policies

[Terms of Use](#)  
[Privacy Policy](#)

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## Membership Levels & Benefits

### Corporate Membership >200 employees \$1,000

- Meet with Executive Board to discuss the best way to tailor our services to your specific needs
- Business Name on Website and Web listing
- Company logo placement
- Eligible to host a Mixer
- Chamber Partner Program

### Large Business 100-200 employees \$500

- Free entry to Monthly Mixers
- Online Member Directory
- Listing in Member Benefits where applicable
- Display business cards at mixers
- Access to member discounts

### Government Agency State, Local, Federal \$250

- All General Member benefits
- Attendance at mixers for group
- Promote your agency at mixers (up to full page flyer)
- Eligible to host a mixer

### Small Business <100 employees \$100

- All General Member benefits
- Attendance at all mixers
- Pinata Breaking
- Listing on website
- Unlimited Networking Events
- Promotion of business
- Workshop seminars and events on business growth and development

### Schools and Nonprofit Organization - \$100.00

- All General Member Benefits
- Chamber Online Member Directory

### Individual \$50

- Access to all events

### Senior or Student

- Access to all events

#### Main Menu

- Join the Chamber
  - Membership Levels & Benefits
- Member Directory
- News & Events
- About Us
- Contact



#### Contact Us

- ☎ (530) 923-7665
- 🏠 North Valley Hispanic Chamber of Commerce  
321 D Street Suite C, Marysville CA 95901
- ✉ info@nvhcc.org

#### Policies

- Terms of Use
- Privacy Policy

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**From:** Wendy Zapata [REDACTED]  
**Sent:** Tuesday, October 06, 2015 5:06 PM  
**To:** Stottlemeyer, Donna  
**Subject:** North Valley Hispanic Chamber Member Benefits  
**Attachments:** Gallagher.pdf

Hi Donna-

Thanks for taking the time to speak with me today. The following are general membership benefits and I will be enhancing these benefits in the future:

- Radio Announcements/Special Advertising Packages
- Affiliations with the Yuba-Sutter Regional Arts Council/Yuba-Sutter Chamber of Commerce/California Chamber of Commerce/Latino Leadership Program/ Yuba-Sutter Farm Bureau/Yuba-Sutter Economic Development Corporation
- Listing in the NVHCC membership directory
- Direct link from the NVHCC website to your website
- Monthly opportunities to network with other members at our lunch with a leader, La Cena Socials, Government affairs programs, all mixers and events
- Workshop seminars and events on business growth and development
- Business advocacy with legislators and other elected officials through our business Cafe Con Leche breakfast forums every quarter and major events
- Business start up, support and assistance
- Workshops, information exchange and special events on business development
- Member to member discounts

We have a great event scheduled October 16th at Peach Tree Golf and Country Club. Please see the attached flyer.

Wendy L. Zapata  
NVHCC Executive Director  
(916) 532-1165

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## Committees

**Committee Descriptions Ambassador Committee:** The Ambassadors are a group of business leaders and an extension of the board. They are committed to help the Chamber fulfill its mission and vision. The Ambassador program is a premier business-networking program and the Ambassadors are the backbone of the Chamber volunteer force where they assist different parts of the chamber as needed.

**Events Committee:** The Events Committee shall meets as necessary. The committee's responsibilities include planning and organizing social events and activities which engage Chamber members and the community such as Piñata Breaking Ceremonies, Café con Leches, Amigos and Amogas Business After Hours Mixers, La Cena Socials, and Quarterly General Membership Meetings.

**Executive Committee:** The Executive Committee is comprised of Board Members: the President , Vice-President , Secretary, and Treasurer. The Executive Committee works with and advises the CEO, and it shall be vested with the powers of authority as are delegated to it by the Board of Directors.

**Finance Committee:** The Finance Committee is responsible for preparing an annual budget for the chamber and reviewing draft audited financial statements. It manages the finances for the chamber. The Finance/Audit Committee meet as necessary.




**Executive Committee:** The Executive Committee is comprised of Board Members: the President , Vice-President , Secretary, and Treasurer. The Executive Committee works with and advises the Executive Director/CEO, and is vested with the powers of authority as are delegated to it by the Board of Directors. It exercises close supervision of the Chamber and assures the achievement of expected goals within a projected budget. Develops plans to increase fund raising, and oversees the day-to-day operation of the organization. . For more information contact the Executive Committee Chair, Dr. Ernest Garcia.

### Main Menu

- [Join the Chamber](#)
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- [About Us](#)
  - [Board of Directors](#)
  - [Committees](#)
  - [Sponsors](#)
- [Contact](#)



## Contact Us

 (530) 923-7665  
 North Valley Hispanic Chamber of  
Commerce  
321 D Street Suite C, Marysville CA 95901  
 [info@nvhcc.org](mailto:info@nvhcc.org)

## Policies

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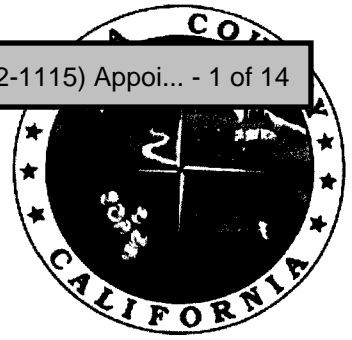
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# The County of Yuba

## Office of Clerk of the Board of Supervisors

(492-1115) Appoi... - 1 of 14



**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board  
**Subject:** First Five Yuba Commission  
**Date:** November 3, 2015

### Recommendation

Appoint two individuals to the First Five Yuba Commission as a categorical representative with terms ending April 24, 2017 and April 30, 2018.

### Background and Discussion

The First 5 Yuba Commission recently reorganized its membership by adoption of Ordinance No. 1546 which became effective September 25, 2015, with vacancies being posted pursuant to the Maddy Act. The ordinance designates two representatives be appointed from one of the following categories: (a) recipients of project services in the County Strategic plan; (b) educators specializing in early childhood development; (c) representatives of a local child care resource or referral agency or a local child care coordinating group; (d) representatives of a local organization for prevention or early intervention for families at risk; (e) representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; (f) representatives of local school districts; and (g) representatives of local medical, pediatric, or obstetric associations or societies.

Applications have been received from Sally Sokoloski, Melinda Staples, and Joginder Sekhon which are attached for your review. First 5 Yuba Commission has reviewed the applications to confirm eligibility and attached is a recommendation for appointment.

### Fiscal Impact

None due to appointment.

### Committee Action

Brought directly to the Board for consideration.



# MEMO

---

To: Clerk of the Board of Supervisor  
From: Cynthia Sodari, First 5 Executive Director  
Date: October 20, 2015  
Subject: Recommendation for Appointment

This memo is to confirm the eligibility of the applications received and make a recommendation for appointment. The Commission received three applications for membership under the eligibility category, *educator specializing in early childhood development* of Yuba County Ordinance Code 4.45.05. Based on the applicant's background and **current experience**, the Commission has selected two candidates whose qualifications clearly demonstrate their role as an educator of young children. The Commission would like to recommend the following candidates to the Yuba County Board of Supervisors for appointment to the First 5 Commission of Yuba County:

- Mrs. Sally Sokoloski
- Mrs. Melinda Staples

# The County of Yuba

RECEIVED

(492-1115) Appoi... - 3 of 14

## FIRST 5 YUBA COMMISSION

### Application for Membership

SEP 30 2015

Clerk/Board of Supervisors



APPLICANT NAME:

Sally Sokoloski

MAILING ADDRESS -

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

615 Saddleback Drive, Marysville Ca 95901

PHYSICAL ADDRESS

(Street, City, Zip):

TELEPHONE:

HOME:

530-743-8032

WORK:

Retired

EMAIL ADDRESS:

jsjsoko@comcast.net

OCCUPATION/PROFESSION:

Retired Educator

REASONS YOU WISH TO

SERVE ON THIS BODY:

see attached

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

see attached

In compliance with Yuba County Ordinance Code 4.45.050, please mark your eligibility category below. Check only one category.

☐ A **active representative** of a local:

☐ Child resource or referral agency, or a local child care coordinating group  
Please identify the agency \_\_\_\_\_

☐ Organization for prevention or early intervention for families at risk  
Please identify the agency \_\_\_\_\_

☐ Community based organizations that have the goal of promoting nurturing and early childhood development  
Please identify the agency \_\_\_\_\_

☐ School districts  
Please identify the agency \_\_\_\_\_

☐ Medical, pediatric, or obstetric associations or societies  
Please identify the agency \_\_\_\_\_

☒ A **educator** specializing in early childhood development

Please identify position positions

retired Assistant Superintendent Educational

☐ A **recipient** of project services included in the First 5 Yuba County Strategic Plan

Please identify the area \_\_\_\_\_

Services  
Yuba County Office  
of Education

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

(492-1115) Appoi... - 4 of 14

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

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 Sally Arkolowski

DATE 10-1-13

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ APPLICANT APPOINTED: \_\_\_\_\_
- ☐ OTHER: \_\_\_\_\_

09/2015

**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



SEP 30 2015

Clerk/Board of Supervisors

October 1, 2015

To: Whom it May Concern;

I was initially appointed to the First Five Yuba Commission in August, 2013. I was reappointed in April, 2014 for a term to end in 2017. As a result of a Board of Supervisors ordinance regarding re-organizing membership qualifications to the First Five Yuba Commission, I was informed on September 22nd that this change affects my service on the Commission. I initially applied at the time of my retirement from the Yuba County Office of Education in July, 2013, as I had an interest in staying involved in my community through volunteer activities. I have very much enjoyed my involvement with the Commission and would like to reapply for the positions currently vacant.

My previous positions with Yuba County Office of Education have provided me with numerous opportunities to work with children and families in the 0-5 age range, as well as collaborate with school districts and agencies providing direct services. YCOE regional programs, which I supervised as the Assistant Superintendent of Educational Services, provide services to the entire county, which allowed me an insight into the needs and concerns of families countywide.

As a Speech and Language Specialist early in my career with the YCOE, I provided speech therapy to preschool aged students and collaborated with the Health Department, Alta California Regional Center and the preschool programs operated by the school districts in Yuba County.

As a Program Specialist for the YCOE, one of my responsibilities was to process referrals and assist with the transition of students from infant based programs to preschool programs with services in either general education or special education settings. I worked closely with families as I coordinated assessments and meetings to develop Individual Education Programs for their special needs child.

My responsibilities with the YCOE expanded to include a position as Speech Department Coordinator. I supervised and evaluated the speech staff, which gave me the opportunity to collaborate with all school site administrators in Yuba County, as we planned for appropriate services and supports to school aged students eligible for Speech and Language Services.

As the Director of Special Education, Assistant Superintendent of Educational services, my responsibilities expanded to include oversight of the administrator for the Local Child Care Planning Council which prioritizes quality services in the field of Early Care and Education. During this period of my career with YCOE, I also worked closely with the Plumas Lake Elementary School District in the development and implementation of a plan to open a fee for

service preschool program in the Plumas Lake area. We were licensed to serve students aged 2-5. I also assisted with the supervision of four preschool special education programs for students with moderate / severe disabilities and worked closely with the Yuba County Family Resource Center which provides supports and resources to families with special needs, aged 0-5.

In addition, my position with the YCOE included community connections and collaboration with Yuba Sutter Mental Health, Probation Department, Health Department and Social Services department, as well as the committees that support these agencies. This experience expanded my insights regarding young children and families in our community.

My previous positions and responsibilities also provided me with expertise in the area of budget development and monitoring, fiscal management, program development, policy development and grant writing and monitoring of grant expenditures. I have attended First 5 Yuba Commission and Advisory Committee meetings since their beginning in my professional role, and have served as a commissioner since August 2013. I very much look forward to continued participation. I believe my involvement with the Commission in my previous professional role, as well as more recently as a member, will allow me to positively support the purpose and activities of First Five Yuba.

Hopefully my experiences and commitment to this community will allow me to be considered for this appointment. I look forward to hearing from you and would appreciate an opportunity to answer any questions you may have. Letters of reference are available if needed.

Sincerely

  
Sally Sokoloski

Yuba County Resident

615 Saddleback Drive

Marysville, California 95901

**REASONS YOU WISH TO SERVE ON THIS BODY:**

I have been a resident of Yuba County since 1973, and through my positions with the Yuba County Office of Education, I have gained valuable insights and collaboration opportunities with schools and agencies serving the 0-5 aged population. I retired July 1, 2013 and have an interest in continuing to serve my community and its families. I served on the First 5 Yuba Commission from August 2013 until September 2015. I currently provide child care for 2 of my grandchildren aged 3 and 6 months, and participate with them in local enrichment activities through the Yuba and Sutter County Libraries. The opportunity for young children provided by First 5 funding is critical, and greatly appreciated.

**QUALIFICATIONS**

I have worked and collaborated with programs and agencies serving young children for most of my career. My experiences and community connections would assist me in serving as a commissioner. (See attached summary of Education, Career Experience)

**LIST PAST AND CURRENT PUBLIC POSITIONS HELD:**

(See attached Summary of Community Collaboration)

Yuba County Children's Council - Member 1998-2013 Chair January - June 2013

PTA Treasurer and President - Kynoch Elementary, McKenney Intermediate, Marysville High School - During the period when my two children attended MJUSD Schools from 1984-2001.

Secretary Site Council - Kynoch Elementary, McKenney Intermediate, Marysville High School - During the period when my two children attended MJUSD schools from 1984-2001.

Member Superintendent Advisory Committee MJUSD

Facilitator - Family Resource Center Network

Surrogate Parent - Yuba County SELPA - July 2013 to Present

Key Club Advisor / Marysville Kiwanis Club August 2015 to Present

## Information – First 5 Yuba

Sally Sokoloski  
615 Saddleback Drive  
Marysville, California 95901

530-743-8032

### Background:

Retired from Yuba County Office of Education, July 1, 2013

### Education

BA Speech and Hearing Science, California State University, Humboldt March 1972  
MA and Special Education Credential, California State University, Humboldt June 1973  
Professional Administrative Credential, California State University, April 1991.

### Career Experience

September 1973- October 1981 – Speech and Language Specialist Yuba County office of Education

October 1981- June 1998 – Program Specialist Special Education Yuba County Office of Education

July 1983 – June 1998 – Speech Department Coordinator Yuba County Office of Education

July 1998 – April 2002 – Director of Educational Services – Yuba County Office of Education

April 2002 – June 30, 2013 – Assistant Superintendent of Educational Services  
Yuba County Office of Education

### Community Collaboration

Yuba County Children's Council – Member 1998-2013 - Council Chair January 2013 to June 2013

Yuba County Assessment Team – Committee Member

Education and early Care Functional Group – Committee Member

Mental Health Functional Group – Committee Member

Marysville Joint Unified School District School Readiness Committee Member

Head Start Advisory Committee Member

Family Resource Center Network – Facilitator

# The County of Yuba

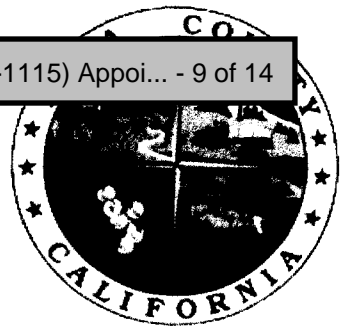
## FIRST 5 YUBA COMMISSION Application for Membership

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OCT 01 2015

Clerk/Board of Supervisors

(492-1115) Appoi... - 9 of 14



APPLICANT NAME:

Melinda Staples

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

8842 Daguerre Point Drive Marysville

PHYSICAL ADDRESS  
(Street, City, Zip):

Same

TELEPHONE:

HOME: 530-743-6982 WORK:

EMAIL ADDRESS:

staples5659@yahoo.com

OCCUPATION/PROFESSION:

Homemaker / Education volunteer

REASONS YOU WISH TO

SERVE ON THIS BODY:

I have a great love for Early Childhood education & wish to serve the Foothill area

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Yuba First Five Commission member  
Yuba First Five Commission Vice-Chair

In compliance with Yuba County Ordinance Code 4.45.050, please mark your eligibility category below. Check only one category.

☐ A **active representative** of a local:

☐ Child resource or referral agency, or a local child care coordinating group  
Please identify the agency \_\_\_\_\_

☐ Organization for prevention or early intervention for families at risk  
Please identify the agency \_\_\_\_\_

☐ Community based organizations that have the goal of promoting nurturing and early childhood development  
Please identify the agency \_\_\_\_\_

☐ School districts  
Please identify the agency \_\_\_\_\_

☐ Medical, pediatric, or obstetric associations or societies  
Please identify the agency \_\_\_\_\_

☒ A **educator** specializing in early childhood development

Please identify position positions Browns Valley Elem. PTA, room parent coordinator

☐ A **recipient** of project services included in the First 5 Yuba County Strategic Plan

Please identify the area \_\_\_\_\_

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

(492-1115) Appoi... - 10 of 14

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

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.

Melinda Stapp  
SIGNATURE

9-30-2015  
DATE

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- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ APPLICANT APPOINTED: \_\_\_\_\_
- ☐ OTHER: \_\_\_\_\_

09/2015

**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

September 30, 2015

To Whom It May Concern,

I am writing this letter to inform you of my desire to continue as a Commissioner on the Yuba First Five Commission. I have served since 2011 and have enjoyed the opportunity to represent the Foothill area residents and their 0-5 needs.

I have a bachelor's degree in Elementary Education with a special Early Childhood Endorsement. I am the mother of seven amazing children, all of whom are, or have, attended schools in the Marysville Joint Unified School District. Education is an important aspect of our family life and our children have been excellent students, citizens, role models, athletes, and leaders in the schools they attended.

I developed a preschool program to teach my children and found that other parents were interested in the ideas. I recently wrote and published this curriculum in a book called *Mommy School: the preschool years* to use either as a supplement to organized preschools or as a stand-alone program to teach at home. Capitalizing on and encouraging a child's natural curiosity and desire to learn at an early age with hands-on activities increases their educational abilities and promotes healthy learning habits.

I have worked as a volunteer at Browns Valley Elementary School and Foothill Intermediate School in the Marysville Joint Unified School District since we moved here in 1999. As a PTA board member, school-wide room parent coordinator, voting member of the school Site Council, member of the District Parent Advisory Committee, and on the Budget Committee of MJUSD, I have been very involved with the schools, principals, superintendent, and other personnel as we work together for positive change. I have seen the importance of parents, teachers, and schools working together and am an advocate for increased parental involvement as an effective way to increase children's scholastic improvement. I was also awarded the National PTA Lifetime Achievement Award for 25+ years of service.

In church service, I was the president of our children's program for seven years. As such, I developed activities and taught lessons on a weekly basis for children ages 3-11 as well as overseeing the staffing needs of individual classes and programs. This was a very rewarding opportunity and I enjoyed working with these children for an extended period of time.

I hope that you will consider me for one of the open positions of Commissioner on the Yuba First Five Commission. As the only member representing the Foothill area, I feel I can provide valuable input on the needs of that area to better assist the Commission with the decisions affecting all of our county.

Thank you for your consideration in this matter and I await your decision.

Sincerely,

  
Melinda Staples

# The County of Yuba

RECEIVED

(492-1115) Appoi... - 12 of 14

## FIRST 5 YUBA COMMISSION Application for Membership

OCT 05 2015

Clerk/Board of Supervisors



APPLICANT NAME:

JOGINDER K. SEKHON

MAILING ADDRESS -

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

P. O. Box - 935, Marysville, CA 95901

PHYSICAL ADDRESS

(Street, City, Zip):

1330 - Gavin Dr, Marysville, CA 95901

TELEPHONE:

HOME: (530) 743-8942 WORK: cell: 626-487-5101

EMAIL ADDRESS:

Jsekhon07@gmail.com

OCCUPATION/PROFESSION:

Retired Educator

REASONS YOU WISH TO

SERVE ON THIS BODY:

To Work in the best interest of Young Children

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

32 Years Working experience with young children as an Early Education Teacher + Secondary School Advisor - 2nd Term as Commissioner of First 5 Yuba County

In compliance with Yuba County Ordinance Code 4.45.050, please mark your eligibility category below. Check only one category.

☐ A active representative of a local:

☐ Child resource or referral agency, or a local child care coordinating group  
Please identify the agency \_\_\_\_\_

☐ Organization for prevention or early intervention for families at risk  
Please identify the agency \_\_\_\_\_

☐ Community based organizations that have the goal of promoting nurturing and early childhood development  
Please identify the agency \_\_\_\_\_

☒ School districts  
Please identify the agency Have worked in both districts, YCUSD & MSK

☐ Medical, pediatric, or obstetric associations or societies  
Please identify the agency \_\_\_\_\_

Joint United as an migrant Education Employee (Now Retired)

☒ A educator specializing in early childhood development

Please identify position positions Early Education Teacher + Secondary School Advisor (Retired)

☐ A recipient of project services included in the First 5 Yuba County Strategic Plan

Please identify the area \_\_\_\_\_



DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES

(492-1115) Appoi... - 13 of 14

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.

Asinder b. Selhan  
SIGNATURE

10/04/2015  
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

09/2015

**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

To Whom it May Concern:

October 04, 2015

(492-1115) Appoi... - 14 of 14

The County of Yuba  
The Board of Supervisors  
and/or  
Clerk of the Board of Supervisors,  
Donna Stottlemeyer

This attachment is an effort to bring it to your attention my qualifications to serve as a Commissioner of first 5 Yuba Commission.

My intensions are to work for the best interest of Yuba County's Young Children who are Yuba Country's most valuable resource.

I have an Associate of Science Degree in Early Childhood Education and I have also taken and successfully completed Administration Courses in Early Childhood Education

I am Retired Educator, in my career I have worked with the most vulnerable population of migrant children. I have made countless home visits to migrant families to access their needs; educate parents and also their young children. I am proud to say that many of those children are now grown up as successful contributing members of society in both Yuba and Sutter Countries as teachers, counselors, doctors, nurses, engineers, lawyers and business entrepreneurs'.

I like to serve as a Commissioner of First 5 Yuba Commission for the best interest of Yuba Country's Young Children to become the best they can be to break the cycle of poverty. During my career, working with Migrant Education, I worked in both Yuba and Sutter Counties as a ECE Teacher, where my mission was to get those children ready to succeed when they entered kindergarten.

As a secondary school advisor, I advised the students to take the right courses and work hard and achieve the optimal success in the career of their choice and/or interest and become the successful contributing members of society.

I am also a parent of a daughter who attended Kynoch, McKinney Intermediate and Marysville High School where I was involved as a volunteer parent at every level. By the time she graduated from High School, I was PTA President. My daughter graduated from both McKinney and Marysville High as valedictorian, played sports, was in speech and debate and served in student body government. In her Senior year she was President of Student Body Government; everybody knew Amy Sekhon. I am proud to say Amy graduated from UC Davis and Medical School specializing in Sports Medicine, and now she is a successful and beloved Physcian working at UC Davis.

My experience working with 0 to 5 young children continues as a grandmother of two lovely grandchildren, a boy 2 ½ and a girl 6 months old. I love working with children and being their first teacher, and loving and playing with my grandchildren as their grandmother.

In closing, it is my passion to work for the welfare of the children and development of their young minds to become the best they can be. This is my reason to volunteer my time as a Commissioner of First 5 Yuba Commission. I am committed to protect, preserve and develop Yuba Counties most precious resource, the Young and vulnerable children of Yuba County.

I thank you for your time and patience,



Joginder K. Sekhon

Commissioner

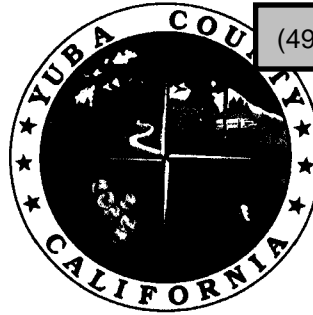
First 5 Yuba Commission

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



(493-1115) Recei... - 1 of 34

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


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

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

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

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

**To:** Board of Supervisors

**From:** Kevin Mallen, CDSA Director 

**Date:** November 3, 2015

**Subject:** Participation in the Property Assessed Clean Energy (PACE) financing programs offered by HERO and Figtree Financing

### RECOMMENDATION:

Receive information pertaining to Property Assessed Clean Energy (PACE) financing programs and if found to be acceptable to the Board, then:

1. Adopt resolution consenting to inclusion of properties within the County's unincorporated area in the California HERO Program, including approval of an amendment to a Joint Powers Agreement, and authorizing related actions.
2. Adopt resolution approving associate membership in the California Enterprise Development Authority, joining the Figtree PACE Program, and authorizing related actions.

### BACKGROUND:

Property Assessed Clean Energy (PACE) financing is a means for local home and business owners to finance energy efficiency, water conservation, and renewable energy improvements to their properties. PACE financing programs can be set up and administered under either of two different statutory frameworks: the Improvement Act of 1991 as amended by Assembly Bill 811 or the Mello-Roos Act as amended under Senate Bill 555.

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

SB 555 amended the Mello-Roos Act to allow for the creation of Community Facilities Districts for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly owned real property.

**DISCUSSION:**

Since the passage of legislation enabling PACE programs, there have been a handful of programs set up statewide that are available for cities and counties to participate in. Staff has performed an initial review of those currently available, and today we are presenting a recommendation on both a residential focused program as well as a program that is primarily non-residential. Neither is exclusive and allows the flexibility to participate in additional programs in the future, if the County desires. Private landowner participation in either is 100% voluntary.

**California HERO Program:**

Since 2011, the HERO Program has helped more than 46,000 residential property owners make more than \$936 million in improvements to their homes which reduce energy and water consumption, saving homeowners over \$1.8 billion in estimated future utility costs and more than 1.7 billion gallons of water. Adopted in 353 California communities, more than 7,787 local jobs have been created as a result of HERO.

Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The benefits to the property owner include:

- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.
- **Savings:** Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- **100% voluntary.** Property owners can choose to participate in the program at their discretion.
- **Payment obligation stays with the property.** Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- **Prepayment option.** No prepayment penalties.
- **Customer oriented program.** Part of the success of the program is the prompt customer service.

The benefits to the County include:

- Increase local jobs.
- An increase in property values (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the County is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, County staff time is needed to participate in the California HERO Program.
- The County can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the County would require.

The proposed resolution enables the California HERO Program to be available to owners of property within our County to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the County as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the County who wish to participate in the California HERO Program.

**Figtree PACE Program:**

Figtree's program is focused on providing PACE financing solutions for both commercial and residential property owners. Figtree's commercial PACE offering has established it as the leading private commercial PACE financing company operating in California. The Figtree Program is a non-exclusive, no cost, turn-key solution that currently operates in 120 jurisdictions in California.

In 2012, the Figtree Program completed a statewide judicial validation. Judicial validation brings a comfort level to the legal counsel, underwriter and those involved in issuing Figtree's bonds while also assuring cities/counties that Figtree is in compliance with all legally-binding protocols and notifications. Figtree provides the County complete indemnification as well.

The Figtree Program offers property owners the opportunity to finance all costs associated with their eligible energy efficiency improvements. The amount that can be financed thru the program is up to 20% of the total property value. The term of the financing will match the useful life of the improvements being financed. For example, solar, roofing, and HVAC systems can have up to a 20 year term, whereas improvements like energy efficient lighting will have a shorter term.

The Figtree assessment lien is tied to the property, not the individual owner and as such is possible to transfer the lien upon sale of the property to the new owner.

**COMMITTEE ACTION:**

This item was initiated by Board member and local business owner requests.

**FISCAL IMPACT:**

There is no negative fiscal impact to the County's general fund incurred by consenting to the inclusion of properties within the County limits in the California HERO or Figtree Financial Programs. All administrative costs are covered through administrative fees included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

**ATTACHMENTS:**

1. HERO Resolution
2. Figtree Resolution

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS ) RESOLUTION NO. \_\_\_\_\_**  
**CONSENTING TO INCLUSION OF PROPERTIES WITHIN )**  
**THE COUNTY'S UNINCORPORATED AREA IN THE )**  
**CALIFORNIA HERO PROGRAM TO FINANCE )**  
**DISTRIBUTED GENERATION RENEWABLE ENERGY )**  
**SOURCES, ENERGY AND WATER EFFICIENCY )**  
**IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING )**  
**INFRASTRUCTURE AND APPROVING THE )**  
**AMENDMENT TO A CERTAIN JOINT POWERS )**  
**AGREEMENT RELATED THERETO )**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, County of Yuba (the "County") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the County wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so

cooperate with Authority in order to efficiently and economically assist property owners the County in financing such Improvements; and

**WHEREAS**, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the County of Yuba as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the County (the "JPA Amendment"), by and between Authority and the County, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the unincorporated area of the County in financing the cost of installing Improvements; and

**WHEREAS**, the County will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This Board of Supervisors finds and declares that properties in the County's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

2. This Board of Supervisors consents to inclusion in the California HERO Program of all of the properties in the unincorporated area within the County and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this Board of Supervisors constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This Board of Supervisors hereby approves the JPA Amendment (Exhibit A) and authorizes the execution thereof by the Community Development & Services Agency Director including any ancillary documents needed for implementation the Program.

5. County staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the County, and report back periodically to this Board of Supervisors on the success of such program.



6. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the Board of Supervisors of the County of Yuba, by the following votes.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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

Chair, Yuba County Board of Supervisors

By: \_\_\_\_\_  
ATTEST:  
Clerk of the Board of Supervisors

By:   
Approved As To Form:  
County Counsel

**EXHIBIT A**

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
 ADDING COUNTY OF YUBA AS  
 AS AN ASSOCIATE MEMBER OF THE  
 WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
 TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
 ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH COUNTY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, by County of Yuba ("County") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members");

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program known as the "California HERO Program" pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, County desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit County to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the unincorporated territory of County; and

WHEREAS, pursuant the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the unincorporated territory of County; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of County and Authority with respect to the implementation of the California HERO Program within the unincorporated territory of County.

#### **MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

#### **A. JPA Amendment.**

1. The Authority JPA. County agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, County shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of County as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the unincorporated territory of County. Except as expressly provided for by the this JPA Amendment, County shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. County shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

#### **B. Implementation of California HERO Program within County Jurisdiction.**

1. Boundaries of the California HERO Program within County Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire unincorporated territory of County.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other

improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

County will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. County entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

#### **C. Miscellaneous Provisions.**

1. Withdrawal. County or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within County. The provisions of Section 6.2 of the Authority JPA shall not apply to County under this JPA Amendment. County may withdraw approval for conduct of the HERO Program within the jurisdictional limits of County upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. County withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of County's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and County shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. County shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. County recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by County.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

County:

Yuba County  
915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901  
Att: CDSA Director

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

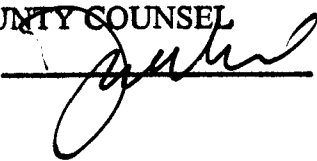
IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Committee Chair  
Western Riverside Council of Governments

COUNTY OF YUBA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

<b>A RESOLUTION APPROVING ASSOCIATE</b>	<b>)</b>	<b>RESOLUTION NO. _____</b>
<b>MEMBERSHIP IN THE CALIFORNIA</b>	<b>)</b>	
<b>ENTERPRISE DEVELOPMENT</b>	<b>)</b>	
<b>AUTHORITYAND AUTHORIZING AND</b>	<b>)</b>	
<b>DIRECTING THE EXECUTION OF AN</b>	<b>)</b>	
<b>ASSOCIATE MEMBERSHIP AGREEMENT)</b>		
<b>RELATING TO ASSOCIATE</b>	<b>)</b>	
<b>MEMBERSHIP OF THE COUNTY IN THE</b>	<b>)</b>	
<b>AUTHORITY; AUTHORIZING THE COUNTY)</b>		
<b>OF YUBA TO JOIN THE FIGTREEPACE</b>	<b>)</b>	
<b>PROGRAM; AUTHORIZING THE</b>	<b>)</b>	
<b>CALIFORNIA ENTERPRISE DEVELOPMENT)</b>		
<b>AUTHORITY TO CONDUCT CONTRACTUAL)</b>		
<b>ASSESSMENT PROCEEDINGS AND LEVY</b>	<b>)</b>	
<b>CONTRACTUAL ASSESSMENTS WITHIN</b>	<b>)</b>	
<b>THE TERRITORY OF THE COUNTY OF</b>	<b>)</b>	
<b>YUBA; ANDAUTHORIZING RELATED</b>	<b>)</b>	
<b>ACTIONS</b>	<b>)</b>	

**WHEREAS**, the County of Yuba, California (the “County”), a political subdivision, duly organized and existing under the Constitution and the laws of the State of California; and

**WHEREAS**, the County, upon authorization of the Board of Supervisors, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

**WHEREAS**, the County and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the “Agreement”); and

**WHEREAS**, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the County or the other members



of the Authority; and

**WHEREAS**, the form of Associate Membership Agreement (the "Associate Membership Agreement"), as shown in Exhibit A, between the County and the Authority is attached; and

**WHEREAS**, the County is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership Agreement.

**WHEREAS**, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the County desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

**WHEREAS**, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

**WHEREAS**, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the County's official boundaries of record at the time of adoption of the ROI (the "Boundaries"). A property owner located within a City within the County may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the Program; and

**WHEREAS**, pursuant to Chapter 29, the County authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

**WHEREAS**, to protect the County in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the County; and

**WHEREAS**, the County will not be responsible for the conduct of any assessment proceedings, the levy of assessments, or any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba, hereby finds, determines and declares as follows:

**Section 1.** The Board of Supervisors hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the County. The Board of Supervisors further finds that the statements, findings and determinations of the County set forth in the preambles above are true and correct.

**Section 2.** The Associate Membership Agreement presented to this meeting and on file with the Clerk of the Board of Supervisors is hereby approved. The Community Development and Services Agency Director is hereby authorized and directed, for and on behalf of the County, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 3.** The Community Development and Services Agency Director is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which he may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officer are hereby confirmed, ratified and approved.

**Section 4. Good Standing.** The County is a municipal corporation in good standing.

**Section 5. Public Benefits.** On the date hereof, the Board of Supervisors hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the County.

**Section 6. Appointment of CEDA.** The County hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the

District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The County is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

**Section 7. Assessment Proceedings.** In connection with Figtree PACE, the County hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The County will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

**Section 8. Program Report.** The Board of Supervisors hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

**Section 9. Foreclosure.** The Board of Supervisors hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The Board of Supervisors hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

**Section 10. Indemnification.** The Board of Supervisors acknowledge that Figtree has provided the County with an indemnification agreement, as shown in Exhibit C, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The Board of Supervisors hereby authorizes the appropriate officials and staff of the County to execute and deliver the Indemnification Agreement to Figtree.

**Section 11. County Contact Designation.** The Community Development and Services Agency Director is hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements.

**Section 12. County Execution of Documents.** The Community Development and Services Agency Director is hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

**Section 13. CEQA.** The Board of Supervisors hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

**Section 14. Effective Date.** This Resolution shall take effect immediately upon its adoption. The County Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

**Section 15. Costs.** Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the County.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the Board of Supervisors of the County of Yuba, by the following votes

**AYES:**

**NOES:**

**ABSENT:**

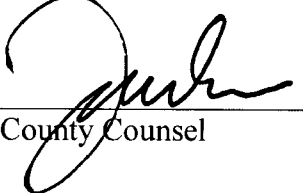
**ABSTAIN:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

**CERTIFICATE OF CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF YUBA**

I, \_\_\_\_\_, Clerk of the Board of Supervisors of the County of Yuba, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the Board of Supervisors of the County of Yuba duly and regularly held in the County Government Center, \_\_\_\_\_, on \_\_\_\_ \_\_\_\_, 201\_, of which meeting all of the members of said Board had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 201\_.

---

Clerk of the Board of Supervisors  
County of Yuba

**EXHIBIT A**

**CEDA Assoicate Membership Agreement**

**ASSOCIATE MEMBERSHIP AGREEMENT**  
**by and between the**  
**CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY**  
**and the**  
**COUNTY OF YUBA, CALIFORNIA**

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of \_\_\_\_\_ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the COUNTY OF YUBA, CALIFORNIA, a political subdivision, duly organized and existing under the laws of the State of California (the "County");

**WITNESSETH:**

**WHEREAS**, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

**WHEREAS**, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

**WHEREAS**, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

**WHEREAS**, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

**WHEREAS**, the County desires to become an Associate Member of the Authority;

**WHEREAS**, Board of Supervisors of the County has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

**WHEREAS**, the Board of Directors of the Authority has determined that the County should become an Associate Member of the Authority;

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Authority and the County do hereby agree as follows:



***Section 1. Associate Member Status.*** The County is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the County and the Authority, the County shall be and remain an Associate Member of the Authority.

***Section 2. Restrictions and Rights of Associate Members.*** The County shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the County shall have any right to become an officer or director of the Authority by virtue of the County being an Associate Member of the Authority.

***Section 3. Effect of Prior Authority Actions.*** The County hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

***Section 4. No Obligations of Associate Members.*** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the County.

***Section 5. Execution of the Agreement.*** Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the County in all programs and other undertakings of the Authority.

**IN WITNESS WHEREOF**, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Gurbax Sahota, Chair  
Board of Directors

Attest:

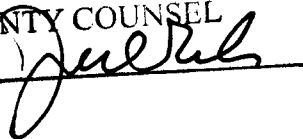
\_\_\_\_\_  
Helen Schaubmayer, Asst. Secretary

COUNTY OF YUBA, CALIFORNIA

By: \_\_\_\_\_  
Chairman  
Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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

**EXHIBIT B**

**CEDA Resolution of Intention**

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE COUNTY OF YUBA**

**WHEREAS**, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

**WHEREAS**, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

**WHEREAS**, CEDA has obtained authorization from the County of Yuba (the “County”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the County; and

**WHEREAS**, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the County, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:**

**Section 1. Findings.** The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the County.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.

- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the County.

**Section 2. Determination of Public Interest.** The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the County, within which CEDA and property owners within the County may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

**Section 3. Identification of Authorized Improvements.** CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

**Section 4. Identification of Boundaries.** Contractual assessments may be entered into by property owners located within the entire geographic territory of the County including unincorporated territory within County Boundaries. A property owner located within a City within the County may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

**Section 5. Proposed Financing Arrangements.** Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the

Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

**Section 6. Public Hearing.** Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ A\_, for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

**Section 7. Notice to Water and Electric Providers.** Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the County to all water and electric providers within the boundaries of the County has been provided.

**Section 8. Report.** The Board hereby directs the Program Administrator to prepare the

Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
  - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
  - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
  - (3) A maximum aggregate dollar amount of contractual assessments.
  - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the County, and a plan for financing the payment of those fees.

**Section 9. Nature of Assessments.** Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the County on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

**Section 10. Consultations with County Auditor-Controller.** CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

**Section 11. Preparation of Current Roll of Assessment.** Pursuant to Section

5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

**Section 12. Procedures for Responding to Inquiries.** The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

**Section 13. Effective Date.** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

CALIFORNIA ENTERPRISE  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Gurbax Sahota, Chair

ATTEST:

\_\_\_\_\_  
Helen Schaubmayer, Asst. Secretary



**EXHIBIT C**  
**Indemnification Agreement**

**INDEMNIFICATION AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF YUBA AND**  
**FIGTREE COMPANY, INC.**

This Indemnification Agreement (the "Agreement") is entered into by and between the County of Yuba, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "Public Entity") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

**RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

**WHEREAS**, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

**WHEREAS**, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

**WHEREAS**, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

**WHEREAS**, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

**WHEREAS**, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

**NOW, THEREFORE**, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.  
9915 Mira Mesa Blvd., Suite 130  
San Diego, California 92131  
Attn: Chief Executive Officer

If to the Public Entity:


Yuba County  
915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901  
Attn: Community Development Director

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

County of Yuba

By \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Figtree Company, Inc., a California corp.

By \_\_\_\_\_  
Name: Mahesh Shah  
Title: CEO

Date: \_\_\_\_\_

# The County of Yuba

## HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR



(494-1115) Adopt... - 1 of 4

MARYSVILLE, CA 95901

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

**TO:** Board of Supervisors  
**FROM:** Jill Abel, Human Resources Director  
Robert Bendorf, County Administrator  
**DATE:** November 3, 2015  
**SUBJECT:** Amend the County's Basic Salary Schedule & Department Allocation Schedule

### RECOMMENDATION

Adopt the resolutions to amend the Classification System – Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Human Resources Department.

### BACKGROUND

In 2008, the Human Resources Department, formerly Personnel / Risk Management, had four exempt managers overseeing its functions and programs. In fiscal year 2010/2011, due to the County's budget deficit, the number of management positions in Human Resources was reduced by half leaving only the Director and Deputy Director. This organizational structure remained in place until the Director retired leaving the management of the Department to the remaining manager.

The number of programs and complex functions Human Resources is responsible for is simply too great for one manager to sustain. Filling the vacant management position is critical to avoiding classification issues arising from existing non-exempt staff absorbing the higher level work required by this Department.

### DISCUSSION

For budgetary reasons, the recruitment for a Human Resources Manager was delayed until March of 2015. After 2 attempts, the recruitment efforts yielded a shallow applicant pool with little to no relevant experience. For that reason, this recruitment was abandoned and the decision was made to recruit for a higher level management position, a Human Resources Deputy Director. This recruitment was extended several times before there were adequate minimally qualified applicants. Further examination resulted in two qualified candidates. A conditional job offer was extended and accepted, but the candidate later declined appointment because she had accepted another job for significantly more money.

After Human Resources exhausted its available tools and resources, the a (494-1115) Adopt... - 2 of 4 independent consulting firm was requested to provide recruitment services. This firm made dozens of calls to public and private sector Human Resources professionals in the surrounding area resulting in little to no interest in the Deputy Director position. Many of those contacted cited the low salary as the primary reason for their disinterest. As a result, the consulting firm conducted a compensation study of the surrounding four counties (Butte, Nevada, Sutter and Yolo), and concluded the County's salary was significantly under market. Additionally, it was noted that the surrounding agencies did not use the title of Deputy Director but instead used Assistant Director.

Based on repeated recruitment failures, the labor market data and the County's internal compensation structure, Human Resources is proposing to re-establish the Assistant Human Resources Director position and set the monthly base salary at \$7,292. This salary is equivalent to the Deputy County Administrator and former Assistant Director of Administrative Services positions, which are similar in scope and complexity.

#### **COMMITTEE**

This item has bypassed committee due to limited Board of Supervisors meetings and due to the time sensitivity of getting this position in place.

#### **FISCAL IMPACT**

The estimated fiscal impact for the current year is approximately \$9,500.

**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 November 1, 2015.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
AHRD	Assistant Human Resources Director	8	7,292	42.07	E	9410

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:  \_\_\_\_\_

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

RESOLUTION AMENDING THE )  
DEPARTMENTAL POSITION )  
ALLOCATION SCHEDULE )  
\_\_\_\_\_ )

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

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective November 1, 2015 as follows:

**DELETE:**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Human Resources	Human Resources Deputy Director	1

**ADD:**

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Human Resources	Assistant Human Resources Director	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:  \_\_\_\_\_



# The County of Yuba



(495-1115) Five-... - 1 of 38

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## Auditor-Controller

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Richard Eberle, CPA  
Yuba County Government Center  
915 8<sup>th</sup> Street, Suite 105  
Marysville, CA 95901

Phone: (530) 749-7810  
Fax: (530) 749-7814  
Email: [reberle@co.yuba.ca.us](mailto:reberle@co.yuba.ca.us)

October 21, 2015

Board of Supervisors  
County of Yuba  
915 8<sup>th</sup> Street Suite 109  
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the five year(s) specified:

STRAWBERRY VALLEY CEMETERY DISTRICT    JUNE 30, 2007  
STRAWBERRY VALLEY CEMETERY DISTRICT    JUNE 30, 2012

Yours truly,

C. Richard Eberle  
Auditor-Controller

CRE/kmd  
Filed Electronically

# **Strawberry Valley Cemetery District**

Financial Statements  
with Independent Auditor's Report

for the  
Years Ended June 30, 2003 through June 30, 2007

Prepared by:  
D.R. Watts Accountancy Corporation  
1018 Live Oak Boulevard, Suite G  
Yuba City, CA 95991  
Phone (530) 755-6402 / drwattscpa@aol.com

## BROWNS VALLEY CEMETERY DISTRICT

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INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Strawberry Valley Cemetery District  
Strawberry, California

We have audited the accompanying financial statements of the Strawberry Valley Cemetery District as of and for the years ended June 30, 2003 through June 30, 2007, as listed in the table of contents. These financial statements are the responsibility of the Strawberry Valley Cemetery District. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the *State Controller's Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the Strawberry Valley Cemetery District as of June 30, 2003 through June 30, 2007, and the results of operations for the years then ended in conformity with accounting principles generally accepted in the United States of America as well as accounting principles prescribed by the State Controller's Office and State regulations governing special districts.

The budgetary comparison information as listed in the table of contents, is not a required part of the basic financial statements but is supplementary information required by the accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it. The District has not presented the Management's Discussion and Analysis (MD&A) that the Government Accounting Standards Board has determined is necessary to supplement, although not required to be a part of the basic financial statements.



D.R. Watts Accountancy Corporation  
January 18, 2014

Strawberry Valley Cemetery District  
Statements of Net Assets

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
ASSETS					
Cash					
Unrestricted	19,562	17,079	17,643	11,736	11,950
Restricted	226	1,006	1,042	1,092	1,292
Interest Receivable	<u>91</u>	<u>59</u>	<u>131</u>	<u>134</u>	<u>170</u>
Current Assets	<u>19,879</u>	<u>18,144</u>	<u>18,816</u>	<u>12,962</u>	<u>13,412</u>
Capital Assets				5,000	5,000
Accum Depreciation				<u>(333)</u>	<u>(833)</u>
Net Capital Assets				<u>4,667</u>	<u>4,167</u>
TOTAL ASSETS	<u><u>19,879</u></u>	<u><u>18,144</u></u>	<u><u>18,816</u></u>	<u><u>17,629</u></u>	<u><u>17,579</u></u>
LIABILITIES	-	-	-	-	-
NET ASSETS					
Restricted-Endowment	226	1,006	1,042	1,092	1,292
Unrestricted-Endowment	<u>59</u>	<u>71</u>	<u>96</u>	<u>136</u>	<u>200</u>
Net Assets - Endowment	<u>285</u>	<u>1,077</u>	<u>1,138</u>	<u>1,228</u>	<u>1,492</u>
Invested in capital assets- General	-	-	-	4,667	4,167
Unrestricted-General	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>	<u>11,920</u>
Net Assets - General	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>16,401</u>	<u>16,087</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>19,879</u></u>	<u><u>18,144</u></u>	<u><u>18,816</u></u>	<u><u>17,629</u></u>	<u><u>17,579</u></u>

Strawberry Valley Cemetery District  
Statements of Activities

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
<b>EXPENSES</b>					
Maintenance	975	4,944	805	1,796	1,649
Administration	623	866	514	1,482	1,554
Total Expenses	<u>1,598</u>	<u>5,810</u>	<u>1,319</u>	<u>3,278</u>	<u>3,203</u>
<b>PROGRAM REVENUES</b>					
Charges for services	-	2,600	425	450	1,000
NET PROGRAM EXPENSES	<u>1,598</u>	<u>3,210</u>	<u>894</u>	<u>2,828</u>	<u>2,203</u>
<b>GENERAL REVENUES</b>					
Tax revenue	1,005	916	913	989	1,372
Timber tax	145	225	242	114	130
Homeowners relief	23	22	20	9	11
Interest	559	312	391	529	640
Total General Revenues	<u>1,732</u>	<u>1,475</u>	<u>1,566</u>	<u>1,641</u>	<u>2,153</u>
	-				
Increase (decrease) in net assets-Endowment	9	792	61	90	264
Increase (decrease) in net assets-General	125	(2,527)	611	(1,277)	(314)
Total increase (decrease) in net assets	<u>134</u>	<u>(1,735)</u>	<u>672</u>	<u>(1,187)</u>	<u>(50)</u>
Net assets - beg of year	<u>19,745</u>	<u>19,879</u>	<u>18,144</u>	<u>18,816</u>	<u>17,629</u>
Net assets -end of year	<u><u>19,879</u></u>	<u><u>18,144</u></u>	<u><u>18,816</u></u>	<u><u>17,629</u></u>	<u><u>17,579</u></u>

Strawberry Valley Cemetery District  
Governmental - General Fund  
Balance Sheets

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
ASSETS					
Cash					
Unrestricted	19,512	17,011	17,555	11,612	11,768
Interest Receivable	<u>82</u>	<u>56</u>	<u>123</u>	<u>122</u>	<u>152</u>
TOTAL ASSETS	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>	<u>11,920</u>
LIABILITIES	-	-	-	-	-
FUND BALANCE					
Unassigned	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>	<u>11,920</u>
Total Fund Balance	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>	<u>11,920</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>	<u>11,920</u>

Strawberry Valley Cemetery District  
Governmental- General Fund  
Statements of Revenue, Expenditures and Changes in Fund Balance

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
REVENUE					
Tax revenue	1,005	916	913	989	1,372
Timber tax	145	225	242	114	130
Homeowners relief	23	22	20	9	11
Plot Sales	-	1,820	364	400	800
Interest	550	300	391	489	576
TOTAL REVENUE	<u>1,723</u>	<u>3,283</u>	<u>1,930</u>	<u>2,001</u>	<u>2,889</u>
EXPENSES					
Maintenance	975	4,944	805	1,796	1,649
Administration	623	866	514	1,149	1,054
Capital assets	-	-	-	5,000	-
TOTAL EXPENSES	<u>1,598</u>	<u>5,810</u>	<u>1,319</u>	<u>7,945</u>	<u>2,703</u>
NET CHANGE IN					
FUND BALANCE	125	(2,527)	611	(5,944)	186
FUND BALANCE - BEG OF YEAR	<u>19,469</u>	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>
FUND BALANCE - END OF YEAR	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>11,734</u>	<u>11,920</u>



Strawberry Valley Cemetery District  
Governmental - Endowment Fund  
Balance Sheets

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
ASSETS					
Cash					
Unrestricted	285	1,074	1,130	1,216	1,474
Interest Receivable	-	3	8	12	18
TOTAL ASSETS	<u>285</u>	<u>1,077</u>	<u>1,138</u>	<u>1,228</u>	<u>1,492</u>
LIABILITIES	-	-	-	-	-
FUND BALANCE					
Restricted	226	1,006	1,042	1,092	1,292
Unassigned	59	71	96	136	200
Total Fund Balance	<u>285</u>	<u>1,077</u>	<u>1,138</u>	<u>1,228</u>	<u>1,492</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>285</u>	<u>1,077</u>	<u>1,138</u>	<u>1,228</u>	<u>1,492</u>

Strawberry Valley Cemetery District  
Governmental - Endowment Fund  
Statements of Revenue, Expenditures and Changes in Fund Balance

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
REVENUE					
Endowment fees (restricted)	-	780	36	50	200
Interest (unassigned)	9	12	25	40	64
TOTAL REVENUE	<u>9</u>	<u>792</u>	<u>61</u>	<u>90</u>	<u>264</u>
EXPENSES					
Maintenance	-	-	-	-	-
Administration	-	-	-	-	-
Capital assets	-	-	-	-	-
TOTAL EXPENSES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET CHANGE IN RESTRICTED					
FUND BALANCE	-	780	36	50	200
RESTRICTED - BEG OF YEAR	<u>226</u>	<u>226</u>	<u>1,006</u>	<u>1,042</u>	<u>1,092</u>
RESTRICTED -END OF YEAR	<u>226</u>	<u>1,006</u>	<u>1,042</u>	<u>1,092</u>	<u>1,292</u>
NET CHANGE IN UNASSIGNED					
FUND BALANCE	9	12	25	40	64
UNASSIGNED - BEG OF YEAR	<u>50</u>	<u>59</u>	<u>71</u>	<u>96</u>	<u>136</u>
RESTRICTED - END OF YEAR	<u>59</u>	<u>71</u>	<u>96</u>	<u>136</u>	<u>200</u>
TOTAL FUND BALANCE	<u><u>285</u></u>	<u><u>1,077</u></u>	<u><u>1,138</u></u>	<u><u>1,228</u></u>	<u><u>1,492</u></u>

Strawberry Valley Cemetery District  
Reconciliation of Governmental General Fund Balance  
to the Statement of Net Assets

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
Fund Balance-General	19,594	17,067	17,678	11,734	11,920
* Capital assets				5,000	5,000
* Accumulated depreciation				(333)	(833)
Net Assets-General	<u>19,594</u>	<u>17,067</u>	<u>17,678</u>	<u>16,401</u>	<u>16,087</u>

\* Capital assets used in a governmental fund are not financial resources and, therefore, are not reported in the fund. Capital assets are reported in the Statement of Net Assets.

Strawberry Valley Cemetery District  
 Reconciliation of the Statement of Revenues,  
 Expenditures, and Changes in Governmental General Fund Balance  
 to the Statement of Activities

	<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
Increase or (decrease) in					
Fund Balance-General	125	(2,527)	611	(5,944)	186
* Capital assets				5,000	
* Depreciation expense				(333)	(500)
Change in Net Assets-General	<u>125</u>	<u>(2,527)</u>	<u>611</u>	<u>(1,277)</u>	<u>(314)</u>

\* Capital outlays are required in a governmental fund as an expenditure. Conversely, in the statement of activities the cost of those assets is allocated over their estimated useful lives as depreciation expense.

## STRAWBERRY VALLEY CEMETERY DISTRICT

### NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2003 through JUNE 30, 2007

#### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### A. Reporting Entity

The Strawberry Valley Cemetery District, the "District", was formed under the California Health and Safety Code to provide and maintain burial grounds for residents in the geographical area covered by the District. The District is an autonomous special district of the State of California operating in Yuba County, and is governed by a three member Board of the Trustees. These financial statements encompass all fiscal activities conducted by the District.

##### B. Basis of Presentation

###### Government-wide Financial Statements

The Statement of net assets and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities, if any. Governmental activities are financed through taxes, intergovernmental revenues and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. The District does not have business-type funds.

###### Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories; government, proprietary, and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the District or meets the following criteria.

1. Total assets, liabilities, revenues or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
2. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

# STRAWBERRY VALLEY CEMETERY DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2003 through JUNE 30, 2007

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### C. Description of Funds and Account Groups

The accounts of the District are organized on the basis of funds, each of which is considered to be a separate set of self-balancing accounts which are comprised of each fund's assets, liabilities, fund equity, revenues and expenditures. Government resources are allocated to and for individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped, in the financial statements in this report, into the following fund types:

##### GOVERNMENT FUNDS

**General Fund:** The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

**Endowment Fund-** The Endowment Fund accounts for endowment fees collected by the District on grave sales which are permanently restricted, and interest earned on endowment funds which are unrestricted.

#### D. Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "Which" transactions are recorded within the various financial statements. Basis of accounting refers to "When" revenues and expenditures of expenses are recognized in the accounts and reported in the financial statement regardless of the measurement focus applied.

##### Measurement Focus

On the government-wide Statement of Net Assets and the Statement of Activities, governmental activities are presented using the "economic resources" focus as defined in item 2 below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate:

1. The "current financial resources" measurement focus is used when accounting for all governmental funds. With this measurement focus, only current assets and current liabilities generally are included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources at the end of the period.
2. The accounting objectives of the "economic resources" measurement focus are the determination of operating income, changes in net assets (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with the operation of these funds are reported.

# STRAWBERRY VALLEY CEMETERY DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2003 through JUNE 30, 2007

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### D. Measurement Focus and Basis of Accounting (continued)

##### Basis of Accounting

In the government-wide Statement of Net Assets and Statement of Activities, governmental accounting activities are presented using the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become available and measureable. Measureable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District defines "available" to mean collectible within 60 days after the year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred.

#### E. Budgets and Budgetary Accounting

The District operates under the general laws of the State of California and annually adopts a budget to be effective July 1 for the ensuing fiscal year. Formal budgetary integration is employed as a management control device during the year for the general fund.

Unused appropriations for the above annually budgeted fund lapse at the end of the year. Budgeted amounts are the original authorized amounts. There were no revisions during the year. Actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items for the general fund.

#### F. Use of Estimates

The preparation of the general purpose financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the general purpose financial statements and the reported amount of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

**STRAWBERRY VALLEY CEMETERY DISTRICT**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2003 through JUNE 30, 2007**

**NOTE 2: PROPERTY TAXES**

Property assessments are attached as an enforceable lien on real property as of January 1. Assessments are levied on July 1 and are payable in two installments on November 1 and February 1. The County of Yuba bills and collects the assessments and subsequently remits the allocated amount due to the District through the County Auditor-Controller's office in installments during the year.

The County of Yuba has elected into the Teeter Plan for property tax distributions. Therefore, the District receives 100 percent of the secured property tax levies to which it is entitled, whether or not collected. Unsecured delinquent taxes are considered fully collectible and no allowance for uncollectible taxes is provided.

Property taxes are accrued as receivable in the period when they are levied. Property tax revenues are recognized when they become available. "Available" means due, or past due, and receivable within the current period and collected or expected to be collected soon enough thereafter to be used to pay liabilities for the current period. This period was 60 days from the end of the fiscal year.

**NOTE 3: CASH AND INVESTMENTS**

The District's cash and investments are all held at the Yuba County Treasury. Cash and investments of the District for the years ended June 30, 2003 through June 30, 2007 are summarized by fund below:

	<u>Governmental</u>	<u>Endowment</u>
June 30, 2003	\$ 19,512	\$ 285
June 30, 2004	17,011	1,074
June 30, 2005	17,555	1,130
June 30, 2006	11,612	1,216
June 30, 2007	11,768	1,474

**Investments:** The District maintains its cash and investments with the Yuba County Treasurer in an investment pool. On a quarterly basis the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments can be found in the County's financial statements, which were audited by other auditors. These investments are not categorized since these funds and pools contain a diversified portfolio of securities within each category as defined below.

**Category 1** includes investments that are insured or registered or for which collateral is held by the District or its agent in the District's name.



**STRAWBERRY VALLEY CEMETERY DISTRICT**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2003 through JUNE 30, 2007**

**NOTE 3: CASH AND INVESTMENTS (Continued)**

**Category 2** includes uninsured and unregistered investments for which the securities are held by the broker or dealer or its trust department in the District's name.

**Category 3** includes unsecured and unregistered investments for which securities are held by the broker or dealer or by its trust department or agent but not in the District's name.

**NOTE 4. CAPITAL ASSETS AND DEPRECIATION**

Capital assets purchased or acquired with an original cost of \$1,000 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis.

GASB Statement No. 34 requires the District to report and depreciate infrastructure assets. Infrastructure assets include roads, underground pipe, etc. The District had no infrastructure assets as of June 30, 2003 through June 30, 2007.

The following is a summary of changes in the capital assets of the District for the years June 30, 2003 through June 30, 2007:

	Balance July 1, 2002	Additions	Retirements	Balance June 30, 2007
<b>Government Activities</b>				
Buildings and improvements	----	5,000	----	5,000
Equipment	-----	-----	-----	-----
Total depreciable capital assets	----	5,000	----	5,000
Less accumulated depreciation	-----	(833)	-----	(833)
Net Capital Assets	<u>\$ -----</u>	<u>\$ 4,167</u>	<u>\$ -----</u>	<u>\$ 4,167</u>

Paving of the entry to the Cemetery was added on November 7, 2005 at a cost of \$5,000 and is being depreciated over 10 years. Depreciation expense for the fiscal years ended June 30, 2006 and June 30, 2007 was \$ 333 and \$ 500 respectively. Depreciation is charged to the cemetery services function in the Statement of Activities.

**STRAWBERRY VALLEY CEMETERY DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS**

**JUNE 30, 2003 through JUNE 30, 2007**

**NOTE 6. RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; and natural disasters.

There is no claim liability to be reported based on the requirements of Government Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

There appears to have been no lapse of coverage in liability and property insurance during the years being audited, but the amount of coverage is not known, since insurance policy records for those years could not be located. Worker's compensation insurance is not carried since the District does not have employees.

**NOTE 7. SUBSEQUENT EVENTS**

No events have occurred subsequent to June 30, 2007 through the date of this audit report that would require adjustments to or disclosures in the financial statements for the years ended June 30, 2003 through June 30, 2007.

Strawberry Valley Cemetery District  
 Governmental - General Fund  
 Budgetary Comparison Schedule

	Budgeted Amounts	Actual	Actual Over (Under) Budget
<u>June 30, 2003</u>			
Cemetery maintenance	\$ 2,840	\$ 975	\$ (1,865)
Administration	<u>1,070</u>	<u>623</u>	<u>(447)</u>
Total expenses	3,910	1,598	(2,312)
<u>June 30, 2004</u>			
Cemetery maintenance	2,840	4,944	2,104
Administration	<u>1,145</u>	<u>866</u>	<u>(279)</u>
Total expenses	3,985	5,810	1,825
<u>June 30, 2005</u>			
Cemetery maintenance	2,840	805	(2,035)
Administration	<u>1,145</u>	<u>514</u>	<u>(631)</u>
Total expenses	3,985	1,319	(2,666)
<u>June 30, 2006</u>			
Cemetery maintenance	6,840	6,796	(44)
Administration	<u>2,145</u>	<u>1,149</u>	<u>(996)</u>
Total expenses	8,985	7,945	(1,040)
<u>June 30, 2007</u>			
Cemetery maintenance	5,800	1,649	(4,151)
Administration	<u>2,700</u>	<u>1,054</u>	<u>(1,646)</u>
Total expenses	8,500	2,703	(5,797)

# **Strawberry Valley Cemetery District**

Financial Statements  
with Independent Auditor's Report

for the  
Years Ended June 30, 2008 through June 30, 2012

Prepared by:  
D.R. Watts Accountancy Corporation  
1018 Live Oak Boulevard, Suite G  
Yuba City, CA 95991  
Phone (530) 755-6402 / drwattsepa@aol.com

## STRAWBERRY VALLEY CEMETERY DISTRICT

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INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Strawberry Valley Cemetery District  
Strawberry, California

We have audited the accompanying financial statements of the Strawberry Valley Cemetery District as of and for the years ended June 30, 2008 through June 30, 2012, as listed in the table of contents. These financial statements are the responsibility of the Strawberry Valley Cemetery District. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the *State Controller's Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the Strawberry Valley Cemetery District as of June 30, 2008 through June 30, 2012, and the results of operations for the years then ended in conformity with accounting principles generally accepted in the United States of America as well as accounting principles prescribed by the State Controller's Office and State regulations governing special districts.

The budgetary comparison information as listed in the table of contents, is not a required part of the basic financial statements but is supplementary information required by the accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it. The District has not presented the Management's Discussion and Analysis (MD&A) that the Government Accounting Standards Board has determined is necessary to supplement, although not required to be a part of the basic financial statements.



D.R. Watts Accountancy Corporation  
April 19, 2014

Strawberry Valley Cemetery District  
Government-wide  
Statements of Net Assets

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
ASSETS					
Cash					
Unrestricted	12,907	12,672	12,192	11,970	14,458
Restricted	1,292	1,392	1,492	1,542	2,042
Interest Receivable	115	77	64	52	52
Current Assets	<u>14,314</u>	<u>14,141</u>	<u>13,748</u>	<u>13,564</u>	<u>16,552</u>
Capital Assets	5,000	5,000	5,000	5,000	5,000
Accum Depreciation	<u>(1,333)</u>	<u>(1,833)</u>	<u>(2,333)</u>	<u>(2,833)</u>	<u>(3,333)</u>
Net Capital Assets	<u>3,667</u>	<u>3,167</u>	<u>2,667</u>	<u>2,167</u>	<u>1,667</u>
TOTAL ASSETS	<u><u>17,981</u></u>	<u><u>17,308</u></u>	<u><u>16,415</u></u>	<u><u>15,731</u></u>	<u><u>18,219</u></u>
LIABILITIES	-	-	-	-	-
NET ASSETS					
Restricted-Endowment	1,292	1,392	1,492	1,542	2,042
Unrestricted-Endowment	<u>269</u>	<u>316</u>	<u>347</u>	<u>377</u>	<u>407</u>
Net Assets - Endowment	1,561	1,708	1,839	1,919	2,449
Invested in capital					
assets- General	3,667	3,167	2,667	2,167	1,667
Unrestricted-General	<u>12,753</u>	<u>12,433</u>	<u>11,909</u>	<u>11,645</u>	<u>14,103</u>
Net Assets - General	16,420	15,600	14,576	13,812	15,770
TOTAL LIABILITIES					
AND NET ASSETS	<u><u>17,981</u></u>	<u><u>17,308</u></u>	<u><u>16,415</u></u>	<u><u>15,731</u></u>	<u><u>18,219</u></u>

Strawberry Valley Cemetery District  
Government-wide  
Statements of Activities

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
<b>EXPENSES</b>					
Maintenance	620	1,728	1754	1,605	585
Administration	610	594	631	659	590
Depreciation	500	500	500	500	500
Total Expenses	<u>1,730</u>	<u>2,822</u>	<u>2,885</u>	<u>2,764</u>	<u>1,675</u>
<b>PROGRAM REVENUES</b>					
Charges for services	-	225	500	450	2,700
NET PROGRAM EXPENSES	<u>1,730</u>	<u>2,597</u>	<u>2,385</u>	<u>2,314</u>	<u>(1,025)</u>
<b>GENERAL REVENUES</b>					
Tax revenue	1,357	1,329	1,183	1,323	1,114
Timber tax	118	51	30	56	114
Homeowners relief	20	22	24	24	20
Interest	637	422	255	227	215
Total General Revenues	<u>2,132</u>	<u>1,824</u>	<u>1,492</u>	<u>1,630</u>	<u>1,463</u>
Increase (decrease) in net assets-Endowment	69	147	131	80	530
Increase (decrease) in net assets-General	333	(820)	(1,024)	(764)	1,958
Total increase (decrease) in net assets	<u>402</u>	<u>(673)</u>	<u>(893)</u>	<u>(684)</u>	<u>2,488</u>
Net assets - beg of year	<u>17,579</u>	<u>17,981</u>	<u>17,308</u>	<u>16,415</u>	<u>15,731</u>
Net assets -end of year	<u>17,981</u>	<u>17,308</u>	<u>16,415</u>	<u>15,731</u>	<u>18,219</u>



Strawberry Valley Cemetery District  
Governmental - General Fund  
Balance Sheets

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
ASSETS					
Cash					
Unrestricted	12,650	12,365	11,853	11,600	14,058
Interest Receivable	<u>103</u>	<u>68</u>	<u>56</u>	<u>45</u>	<u>45</u>
TOTAL ASSETS	<u>12,753</u>	<u>12,433</u>	<u>11,909</u>	<u>11,645</u>	<u>14,103</u>
LIABILITIES	-	-	-	-	-
FUND BALANCE					
Unassigned	<u>12,753</u>	<u>12,433</u>	<u>11,909</u>	<u>11,645</u>	<u>14,103</u>
Total Fund Balance	<u>12,753</u>	<u>12,433</u>	<u>11,909</u>	<u>11,645</u>	<u>14,103</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>12,753</u>	<u>12,433</u>	<u>11,909</u>	<u>11,645</u>	<u>14,103</u>

Strawberry Valley Cemetery District  
Governmental- General Fund  
Statements of Revenue, Expenditures and Changes in Fund Balance

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
REVENUE					
Tax revenue	1,357	1,329	1,183	1,323	1,114
Timber tax	118	51	30	56	114
Homeowners relief	20	22	24	24	20
Plot Sales	-	125	400	400	2,200
Interest	568	375	224	197	185
TOTAL REVENUE	<u>2,063</u>	<u>1,902</u>	<u>1,861</u>	<u>2,000</u>	<u>3,633</u>
EXPENSES					
Maintenance	620	1,728	1,754	1,605	585
Administration	610	494	631	659	590
Capital assets	-	-	-	-	-
TOTAL EXPENSES	<u>1,230</u>	<u>2,222</u>	<u>2,385</u>	<u>2,264</u>	<u>1,175</u>
NET CHANGE IN					
FUND BALANCE	833	(320)	(524)	(264)	2,458
FUND BALANCE - BEG OF YEAR	<u>11,920</u>	<u>12,753</u>	<u>12,433</u>	<u>11,909</u>	<u>11,645</u>
FUND BALANCE - END OF YEAR	<u><u>12,753</u></u>	<u><u>12,433</u></u>	<u><u>11,909</u></u>	<u><u>11,645</u></u>	<u><u>14,103</u></u>

Strawberry Valley Cemetery District  
Governmental - Endowment Fund  
Balance Sheets

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
ASSETS					
Cash					
Restricted	1,292	1,392	1,492	1,542	2,042
Unrestricted	257	307	339	370	400
Interest Receivable	12	9	8	7	7
TOTAL ASSETS	<u>1,561</u>	<u>1,708</u>	<u>1,839</u>	<u>1,919</u>	<u>2,449</u>
LIABILITIES	-	-	-	-	-
FUND BALANCE					
Restricted	1,292	1,392	1,492	1,542	2,042
Unassigned	269	316	347	377	407
Total Fund Balance	<u>1,561</u>	<u>1,708</u>	<u>1,839</u>	<u>1,919</u>	<u>2,449</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>1,561</u>	<u>1,708</u>	<u>1,839</u>	<u>1,919</u>	<u>2,449</u>

Strawberry Valley Cemetery District  
Governmental - Endowment Fund  
Statements of Revenue, Expenditures and Changes in Fund Balance

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
REVENUE					
Endowment fees (restricted)	-	100	100	50	500
Interest (unassigned)	69	47	31	30	30
TOTAL REVENUE	<u>69</u>	<u>147</u>	<u>131</u>	<u>80</u>	<u>530</u>
EXPENSES					
Maintenance	-	-	-	-	-
Administration	-	-	-	-	-
Capital assets	-	-	-	-	-
TOTAL EXPENSES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET CHANGE IN RESTRICTED					
FUND BALANCE	-	100	100	50	500
RESTRICTED - BEG OF YEAR	<u>1,292</u>	<u>1,292</u>	<u>1,392</u>	<u>1,492</u>	<u>1,542</u>
RESTRICTED - END OF YEAR	<u>1,292</u>	<u>1,392</u>	<u>1,492</u>	<u>1,542</u>	<u>2,042</u>
NET CHANGE IN UNASSIGNED					
FUND BALANCE	69	47	31	30	30
UNASSIGNED - BEG OF YEAR	<u>200</u>	<u>269</u>	<u>316</u>	<u>347</u>	<u>377</u>
UNASSIGNED - END OF YEAR	<u>269</u>	<u>316</u>	<u>347</u>	<u>377</u>	<u>407</u>
TOTAL FUND BALANCE	<u><u>1,561</u></u>	<u><u>1,708</u></u>	<u><u>1,839</u></u>	<u><u>1,919</u></u>	<u><u>2,449</u></u>

Strawberry Valley Cemetery District  
Reconciliation of Governmental General Fund Balance  
to the Statement of Net Assets

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
Fund Balance-General	12,753	12,433	11,909	11,645	14,103
* Capital assets	5,000	5,000	5,000	5,000	5,000
*Accumulated depreciation	<u>(1,333)</u>	<u>(1,833)</u>	<u>(2,333)</u>	<u>(2,833)</u>	<u>(3,333)</u>
Net Assets-General	<u>16,420</u>	<u>15,600</u>	<u>14,576</u>	<u>13,812</u>	<u>15,770</u>

\* Capital assets used in a governmental fund are not financial resources and, therefore, are not reported in the fund. Capital assets are reported in the Statement of Net Assets.

Strawberry Valley Cemetery District  
Reconciliation of the Statement of Revenues,  
Expenditures, and Changes in Governmental General Fund Balance  
to the Statement of Activities

	<u>6/30/2008</u>	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>	<u>6/30/2012</u>
Increase or (decrease) in					
Fund Balance-General	833	(320)	(524)	(264)	2,458
*Depreciation expense	<u>(500)</u>	<u>(500)</u>	<u>(500)</u>	<u>(500)</u>	<u>(500)</u>
Change in Net Assets-General	<u>333</u>	<u>(820)</u>	<u>(1,024)</u>	<u>(764)</u>	<u>1,958</u>

\* Capital outlays are reported in a governmental fund as an expenditure. Conversely, in the statement of activities the cost of those assets is allocated over their estimated useful lives as depreciation expense.

# STRAWBERRY VALLEY CEMETERY DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2008 through JUNE 30, 2012

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### A. Reporting Entity

The Strawberry Valley Cemetery District, the "District", was formed under the California Health and Safety Code to provide and maintain burial grounds for residents in the geographical area covered by the District. The District is an autonomous special district of the State of California operating in Yuba County, and is governed by a three member Board of the Trustees. These financial statements encompass all fiscal activities conducted by the District.

#### B. Basis of Presentation

##### Government-wide Financial Statements

The statement of net assets and statement of activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities, if any. Governmental activities are financed through taxes, intergovernmental revenues and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. The District does not have business-type funds.

##### Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories; government, proprietary, and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

1. Total assets, liabilities, revenues or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
2. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

# STRAWBERRY VALLEY CEMETERY DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2008 through JUNE 30, 2012

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### C. Description of Funds and Account Groups

The accounts of the District are organized on the basis of funds, each of which is considered to be a separate set of self-balancing accounts which are comprised of each fund's assets, liabilities, fund equity, revenues and expenditures. Government resources are allocated to and for individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped, in the financial statements in this report, into the following fund types:

##### GOVERNMENT FUNDS

**General Fund:** The General Fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

**Endowment Fund:** The Endowment Fund accounts for endowment fees collected by the District on grave sales which are permanently restricted, and interest earned on endowment funds which are unrestricted.

#### D. Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" revenues and expenditures of expenses are recognized in the accounts and reported in the financial statement regardless of the measurement focus applied.

##### Measurement Focus

On the government-wide Statement of Net Assets and the Statement of Activities, governmental activities are presented using the "economic resources" focus as defined in item 2 below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate:

1. The "current financial resources" measurement focus is used when accounting for all governmental funds. With this measurement focus, only current assets and current liabilities generally are included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources at the end of the period.
2. The accounting objectives of the "economic resources" measurement focus are the determination of operating income, changes in net assets (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with the operation of these funds are reported.



# STRAWBERRY VALLEY CEMETERY DISTRICT

## NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2008 through JUNE 30, 2012

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### D. Measurement Focus and Basis of Accounting (continued)

##### Basis of Accounting

In the government-wide Statement of Net Assets and Statement of Activities, governmental accounting activities are presented using the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset is used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become available and measureable. Measureable mean knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District defines "available" to mean collectible within 60 days after the year end. Expenditures (including capital outlays) are recorded when the related fund liability is incurred.

#### E. Budgets and Budgetary Accounting

The District operates under the general laws of the State of California and annually adopts a budget to be effective July 1 for the ensuing fiscal year. Formal budgetary integration is employed as a management control device during the year for the general fund.

Unused appropriations for the above annually budgeted fund lapse at the end of the year. Budgeted amounts are the original authorized amounts. There were no revisions during the year. Actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items for the general fund.

#### F. Use of Estimates

The preparation of the general purpose financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the general purpose financial statements and the reported amount of revenue and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

**STRAWBERRY VALLEY CEMETERY DISTRICT**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2008 through JUNE 30, 2012**

**NOTE 2: PROPERTY TAXES**

Property assessments are attached as an enforceable lien on real property as of January 1. Assessments are levied on July 1 and are payable in two installments on November 1 and February 1. The County of Yuba bills and collects the assessments and subsequently remits the allocated amount due to the District through the County Auditor-Controller's office in installments during the year.

The County of Yuba has elected into the Teeter Plan for property tax distributions. Therefore, the District receives 100 percent of the secured property tax levies to which it is entitled, whether or not collected. Unsecured delinquent taxes are considered fully collectible and no allowance for uncollectible taxes is provided.

Property taxes are accrued as receivable in the period when they are levied. Property tax revenues are recognized when they become available. "Available" means due, or past due, and receivable within the current period and collected or expected to be collected soon enough thereafter to be used to pay liabilities for the current period. This period was 60 days from the end of the fiscal year.

**NOTE 3: CASH AND INVESTMENTS**

The District's cash and investments are all held at the Yuba County Treasury. Cash and investments of the District for the years ended June 30, 2008 through June 30, 2012 are summarized by fund below:

	<u>Governmental</u>	<u>Endowment</u>
June 30, 2008	\$ 12,650	\$ 1,549
June 30, 2009	12,365	1,699
June 30, 2010	11,853	1,831
June 30, 2011	11,600	1,912
June 30, 2012	14,058	2,442

**Investments:** The District maintains its cash and investments with the Yuba County Treasurer in an investment pool. On a quarterly basis the Treasurer allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments can be found in the County's financial statements, which were audited by other auditors. These investments are not categorized since these funds and pools contain a diversified portfolio of securities within each category as defined below.

**Category 1** includes investments that are insured or registered or for which collateral is held by the District or its agent in the District's name.

**STRAWBERRY VALLEY CEMETERY DISTRICT**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2008 through JUNE 30, 2012**

**NOTE 3: CASH AND INVESTMENTS (Continued)**

**Category 2** includes uninsured and unregistered investments for which the securities are held by the broker or dealer or its trust department in the District's name.

**Category 3** includes unsecured and unregistered investments for which securities are held by the broker or dealer or by its trust department or agent but not in the District's name.

**NOTE 4. CAPITAL ASSETS AND DEPRECIATION**

Capital assets purchased or acquired with an original cost of \$1,000 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis.

GASB Statement No. 34 requires the District to report and depreciate infrastructure assets. Infrastructure assets include roads, underground pipe, etc. The District had no infrastructure assets as of June 30, 2008 through June 30, 2012.

The following is a summary of changes in the capital assets of the District for the years June 30, 2008 through June 30, 2012:

	Balance July 1, 2007	Additions	Retirements	Balance June 30, 2012
<b>Government Activities</b>				
Buildings and improvements	5,000	----	----	5,000
Equipment	-----	-----	-----	-----
Total depreciable capital assets	5,000	----	----	5,000
Less accumulated depreciation	<u>(833)</u>	<u>(2,500)</u>	<u>-----</u>	<u>(3,333)</u>
Net Capital Assets	<u>\$ 4,167</u>	<u>\$ (2,500)</u>	<u>\$ -----</u>	<u>\$ 1,667</u>

Paving of the entry to the Cemetery was added on November 7, 2005 at a cost of \$5,000 and is being depreciated over 10 years. Depreciation expense for the fiscal years ended June 30, 2008 through June 30, 2012 was \$ 500 per year.

**STRAWBERRY VALLEY CEMETERY DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS**

**JUNE 30, 2008 through JUNE 30, 2012**

**NOTE 6. RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; and natural disasters.

There is no claim liability to be reported based on the requirements of Government Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

There appears to have been no lapse of coverage in liability and property insurance during the years being audited, but the amount of coverage is not known, since insurance policy records for those years could not be located. Worker's compensation insurance is not carried since the District does not have employees.

**NOTE 7. SUBSEQUENT EVENTS**

No events have occurred subsequent to June 30, 2012 through the date of this audit report that would require adjustments to or disclosures in the financial statements for the years ended June 30, 2008 through June 30, 2012.

Strawberry Valley Cemetery District  
Governmental - General Fund  
Budgetary Comparison Schedule

	Budgeted Amounts	Actual	Actual Over (Under) Budget
<u>June 30, 2008</u>			
Cemetery maintenance	\$ 5,800	\$ 620	\$ (5,180)
Administration	<u>2,700</u>	<u>610</u>	<u>(2,090)</u>
Total expenses	8,500	1,230	(7,270)
<u>June 30, 2009</u>			
Cemetery maintenance	7,300	1,728	(5,572)
Administration	<u>3,200</u>	<u>594</u>	<u>(2,606)</u>
Total expenses	10,500	2,322	(8,178)
<u>June 30, 2010</u>			
Cemetery maintenance	5,800	1,754	(4,046)
Administration	<u>2,700</u>	<u>631</u>	<u>(2,069)</u>
Total expenses	8,500	2,385	(6,115)
<u>June 30, 2011</u>			
Cemetery maintenance	1,500	1,605	105
Administration	<u>760</u>	<u>659</u>	<u>(101)</u>
Total expenses	2,260	2,264	4
<u>June 30, 2012</u>			
Cemetery maintenance	1,100	585	(515)
Administration	<u>700</u>	<u>590</u>	<u>(110)</u>
Total expenses	1,800	1,175	(625)

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Camptonville Union Elementary School District  
P.O. Box 278  
Camptonville, CA 95922  
Phone: (530) 288-3277 - Fax: (530) 288-0805  
Sandra Ross, Superintendent

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OCT 26 2015

October 20, 2015

Clerk/Board of Supervisors

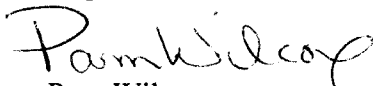
**COPY OF REFERENCED  
DOCUMENT ON FILE WITH  
CLERK OF THE BOARD**

Please be advised that Camptonville Union Elementary School District passed Resolution 15-03 on September 16, 2015 at our regular board meeting to increase the school facilities fees as authorized by government code section 65995 (b) 3.

Enclosed you will find the Developer Fee Study prepared by Jack Schreder & Associates, Inc.

Please let me know if you have any questions.

Regards,

  
Pam Wilcox  
School Secretary

## Camptonville Union Elementary School District

### RESOLUTION NO. 1505 (9/10), 2015, Regular Meeting) **A RESOLUTION OF THE GOVERNING BOARD OF THE CAMPTONVILLE UNION ELEMENTARY SCHOOL DISTRICT INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY GOVERNMENT CODE SECTION 65995 (b) 3**

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 22, 2014, meeting, the State Allocation Board maintained the maximum fee authorized by Education Code Section 17620 to \$3.36 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.54 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$3.36 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of \$0.54 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.54 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.06 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Camptonville Union Elementary School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled 9/10, 2015, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study



dated 8/7/2015, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
  - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
  - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
  - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
  - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
  - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
  - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
  - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
  - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
  - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of up to \$3.36 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of up to \$0.54 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.54 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.06 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
  - A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in

the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

- B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
- C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
- 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
- 8. Commencement Date. The effective date of this Resolution shall be 11/15/15 which is 60 days following its adoption by the Board.
- 9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Yuba County and to the Planning Commission and City Council of the City of \_\_\_\_\_.
- 10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

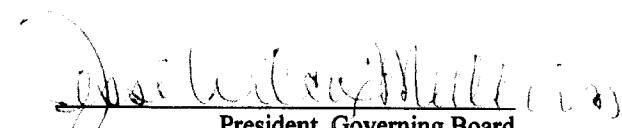
APPROVED, PASSED and ADOPTED by the Governing Board of the Camptonville Union Elementary School District this 10<sup>th</sup> day of September, 2015, by the following vote:

AYES: 3

NOES: 0

ABSENT: 0

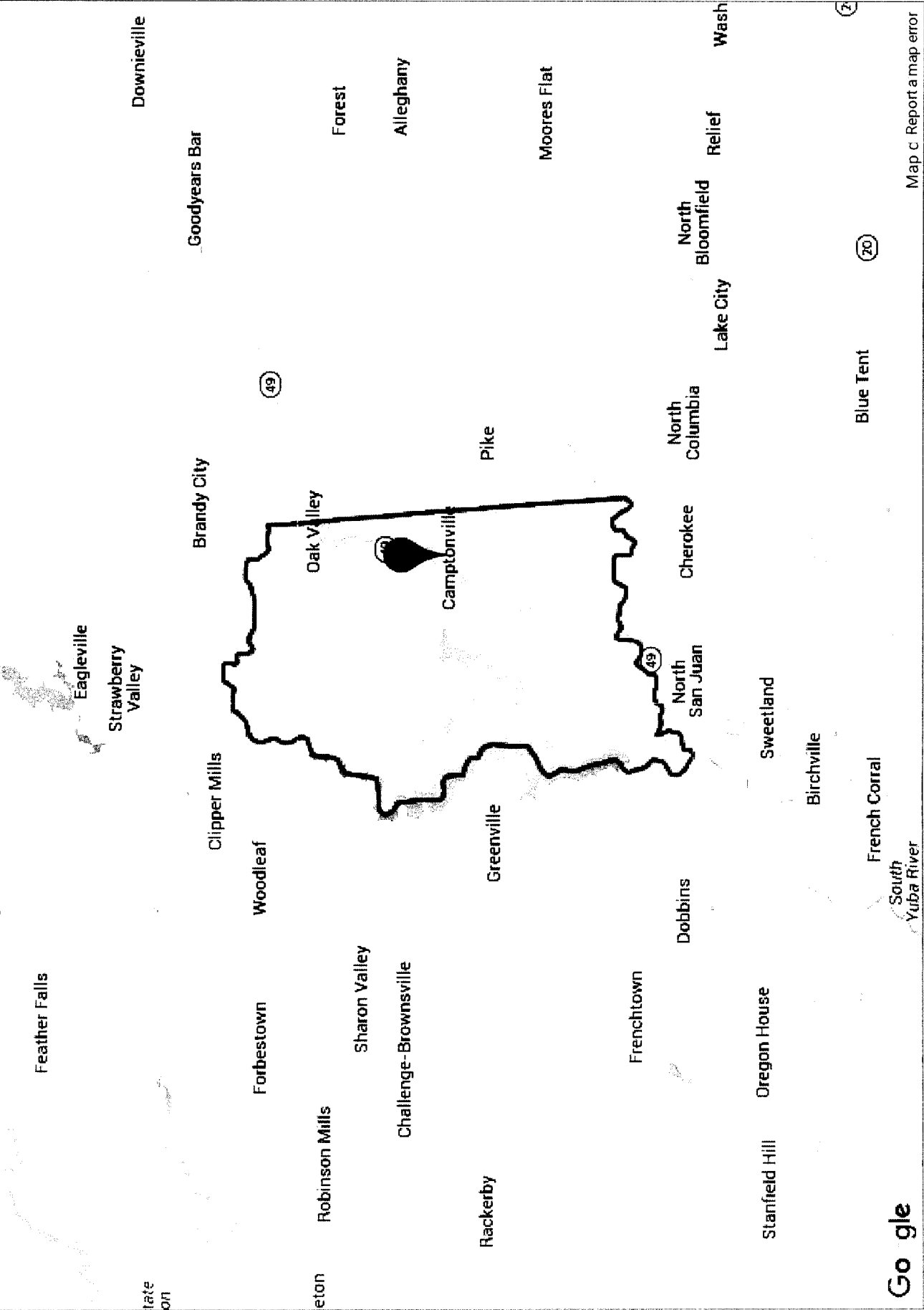
ABSTAIN: 0

  
 President, Governing Board  
 Camptonville Union Elementary School District

ATTEST:

A handwritten signature in black ink, appearing to be 'C. B.', is written over a horizontal line.

**Secretary, Governing Board**  
**Camptonville Union Elementary School District**



Camptonville Elementary School District in California

**Commissioners**  
**Jack Baylis**, President  
Los Angeles  
**Jim Kellogg**, Vice President  
Discovery Bay  
**Jacque Hostler-Carmesin**, Member  
McKinleyville  
**Eric Sklar**, Member  
Saint Helena  
**Anthony C. Williams**, Member  
Huntington Beach

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

## Fish and Game Commission



*Wildlife Heritage and Conservation*  
*Since 1870*

So (497-1115) Notic... - 1 of 6  
(916) 653-4899  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

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Clerk/Board of Supervisors

October 22, 2015

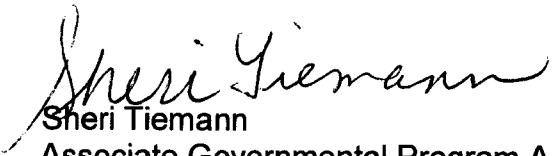
### TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action resulting from the Commission's June 4, 2014, meeting, when it made a finding pursuant to Section 2075.5, Fish and Game Code, that listing the gray wolf as Endangered under the California Endangered Species Act is warranted. The notice of proposed regulatory action will be published in the California Regulatory Notice Register on October 23, 2015.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments.

**Dr. Eric Loft, Wildlife Branch, Department of Fish and Game, phone (916) 445-0411, has been designated to respond to questions on the substance of the proposed regulations.**

Sincerely,

  
Sheri Tiemann

Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission  
Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 240, 2070, 2075.5 and 2076.5, of the Fish and Game Code, and to implement, interpret or make specific sections 1755, 2055, 2062, 2067, 2070, 2072.7, 2074.6, 2075.5, 2077, 2080, 2081 and 2835, of said Code, proposes to amend Section 670.5, Title 14, California Code of Regulations, relating to Animals of California Declared to Be Endangered or Threatened.

**Informative Digest/Policy Statement Overview**

Section 670.5 of Title 14, CCR, provides a list, established by the California Fish and Game Commission (Commission), of animals designated as endangered or threatened in California. The Commission has the authority to add or remove species from this list if it finds that the action is warranted.

At its June 4, 2014 meeting in Fortuna, California, the Commission made a finding that gray wolf warrants listing pursuant to the California Endangered Species Act (CESA). Specifically, the Commission determined that gray wolf (*Canis lupus*) should be listed as an endangered species.

The Commission therefore proposes to amend Section 670.5 of Title 14, CCR, to add gray wolf to the list of endangered species.

This proposal is based upon the documentation of threats to gray wolf to the point that it meets the criteria for listing by the Commission as set forth in the CESA. The Commission is fulfilling its statutory obligation in making this proposal which, if adopted, would afford gray wolf in California with the recognition and protection available under CESA.

**EVALUATION OF INCOMPATIBILITY WITH EXISTING REGULATIONS:**

Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to establish a list of endangered species and a list of threatened species (Fish and Game Code Section 2070). Commission staff has searched the CCR and has found that the proposed regulation is neither inconsistent nor incompatible with existing state regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Town and Country Resort & Convention Center, 500 Hotel Circle North, San Diego, California, on December 10, 2015, at 8 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before November 24, 2015, at the address given below, or by e-mail to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed or e-mailed to the Commission office, must be received before 5:00 p.m. on December 7, 2015. All comments must be received no later than December 10, 2015, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is

based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sheri Tiemann (back-up contact) at the preceding address or phone number. **Dr. Eric Loft, Chief of the Wildlife Branch, Department of Fish and Wildlife, phone (916) 445-0411, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

#### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

#### Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

While the CESA statutes do not specifically prohibit the consideration of economic impact in determining if listing is warranted, the Attorney General's Office has consistently advised the Commission that it should not consider economic impact in making a finding on listing. This is founded in the concept that CESA was drafted in the image of the federal Endangered Species Act. The federal act specifically prohibits consideration of economic impact during the listing process.

The CESA listing process is basically a two-stage process. During the first stage, the Commission must make a finding on whether or not the petitioned action is warranted. By statute, once the Commission has made a finding that the petitioned action is warranted, it must initiate a rulemaking process to make a corresponding regulatory change. To accomplish this second stage, the Commission follows the statutes of the Administrative Procedure Act (APA).

The provisions of the APA, specifically sections 11346.3 and 11346.5 of the Government Code, require an analysis of the economic impact of the proposed regulatory action. While Section 11346.3 requires an analysis of economic impact on businesses and private persons, it also contains a subdivision (a) which provides that agencies shall satisfy economic assessment requirements only to the extent that the requirements do not conflict with other state laws. In this regard, the provisions of CESA leading to a finding that listing is warranted are in apparent conflict with Section 11346.3, which requires an agency to consider economic impacts of its proposed regulations.

Since the finding portion of CESA is silent as to consideration of economic impact, it is possible that subdivision (a) of Section 11346.3 requires the preparation of an economic impact analysis. While the Commission does not believe this is the case, an abbreviated analysis of the likely economic impact of the proposed regulation change on businesses and private individuals is provided. The intent of this analysis is to provide disclosure, the basic premise of the APA process. The Commission believes that this analysis fully meets the intent and language of both statutory programs.

Designation of gray wolf as endangered will subject the species to the provisions of CESA. This act prohibits take and possession except as may be permitted by the Department.

Presently the gray wolf is listed as endangered throughout portions of its range, including California, under the federal Endangered Species Act of 1973 (16 U.S.C. § 1531 *et seq.*) (ESA). Wolves that enter California are therefore protected by the ESA. Under the ESA, the U.S. Fish and Wildlife Service has lead responsibility for wolves in California.

For species listed as endangered or threatened under the ESA, activities that result in "take" of the species are prohibited. The ESA defines "take" to mean "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." Harass is further defined as "an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding or sheltering" (50 CFR 17.3).

As long as the gray wolf remains federally listed, concurrent listing under the CESA, should not result in a significantly greater economic impact. As a result of the federal or State listing, the economic impacts on commercial timber and other industries' whose activities occur near wolf den or rendezvous sites could be significant. To avoid prohibited take under CESA and ESA, may require consultation with the Department and federal counterparts as to the timing of activities and potentially incidental take permitting. Based on these considerations, the Commission finds that the amendment of this regulation may have a significant adverse economic impact on business.

The Commission has made an initial determination that the amendment of this regulation may have a significant, statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The Commission has considered proposed alternatives that would lessen any adverse economic impact on business and invites you to submit proposals. Submissions may include the following considerations:



- (i) The establishment of differing compliance or reporting requirements or timetables that take into account the resources available to businesses.
- (ii) Consolidation or simplification of compliance and reporting requirements for businesses.
- (iii) The use of performance standards rather than prescriptive standards.
- (iv) Exemption or partial exemption from the regulatory requirements for businesses.

In most cases, conservation measures implemented by the Department for newly listed endangered species have relatively little effect on members of the public. That effect, if any, usually arises from requiring persons to avoid any take of endangered species, or implementing the conditions of an incidental take permit. Fish and Game Code Section 2081(b) addresses the requirements for an incidental take permit:

- Take must be incidental to an otherwise lawful activity.
- Impacts of authorized take must be minimized.
- Impacts of the authorized take must be "fully mitigated."
- The permit applicant must ensure adequate funding to implement the measures required for minimizing and fully mitigating the impacts of authorized take, and for monitoring compliance with and effectiveness of those measures.
- A permit cannot be issued if the Department determines that issuance of the permit will jeopardize the continued existence of the species.

Designation of threatened or endangered status, per se, would not necessarily result in any significant cost to private persons or entities undertaking activities subject to the California Environmental Quality Act ("CEQA"). CEQA currently requires private applicants undertaking projects subject to CEQA to consider *de facto* endangered or threatened species to be subject to the same protection under CEQA as though they are already listed by the Commission in Section 670.5 of Title 14, CCR (CEQA Guidelines, Section 15380).

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

If the potentially significant economic impact identified above occurs, there could be an adverse impact on new or existing jobs, an adverse impact on creation of new businesses or elimination of existing businesses, and an adverse impact on business expansion. The magnitude of these impacts will depend on the extent to which commercial activities result in take of gray wolf, and the costs of minimizing and mitigating for that take. The Commission does not anticipate benefits to the health and welfare of California residents or to worker safety. The Commission anticipates benefits to the environment by protecting the gray wolf under CESA.

- (c) Cost Impacts on a Representative Private Person or Business:

A representative private person or business may experience economic impacts as described in section (a) above.

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

As a project applicant, a state agency may realize costs associated with projects involving the incidental take of gray wolf as described in section (a) above.

The proposed regulatory change is not expected to significantly affect federal funding to the State, but there could be an increase in the likelihood that State and federal land and resource management agencies would allocate funds to the State for protection and recovery actions.

(e) Nondiscretionary Costs/Savings to Local Agencies:

As a project applicant, a local agency may realize costs associated with projects involving the incidental take of gray wolf as described in section (a) above.

(f) Programs mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: October 9, 2015

Sonke Mastrup  
Executive Director