

# BOARD OF SUPERVISORS

## AGENDA



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.

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

**TUESDAY, AUGUST 22, 2017**  
**9:00 A.M.**

Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones 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 and comments shall be limited to three minutes per individual or group.

**PLEDGE OF ALLEGIANCE - Led by Supervisor Bradford**

**ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher**

### CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 326/2017** Health and Human Services: Approve agreement with Children's Home Society of California for California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Services and authorize Chair to execute. (Human Services Committee recommends approval)
- 347/2017** Administrative Services: Adopt resolution pursuant to Section 2.50.060 declaring property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizing Director of Administrative Services to sell property, and establish November 14, 2017 as the bid opening date.
- 358/2017** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization for advertisement of bids for Feather River Boulevard pavement resurfacing from Algodon Road to 400' west of River Oaks Boulevard.
- 359/2017** Board of Supervisors: Approve Child Care Planning Council 2017-2022 Child Care Needs Assessment.
- 360/2017** Sutter-Yuba Behavioral Health: Adopt resolution dedicating unencumbered Mental Health Services Act Funds for support a regional housing project in partnership with the Regional Housing Authority.
- 311/2017** Office of Emergency Services: Adopt resolution proclaiming the existence of an ongoing local emergency due to flood waters in the County of Yuba.

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- 312/2017** Office of Emergency Services: Adopt Resolution proclaiming existence of an ongoing local emergency due to Historic Rainfall in the County of Yuba.
- 313/2017** Office of Emergency Services: Adopt resolution proclaiming existence of an ongoing local emergency due to tree mortality in the County of Yuba.
- 228/2017** Office of Emergency Services: Adopt resolution proclaiming existence of an ongoing local emergency due to Oroville Dam Spillway Event.
- 370/2017** Administrative Services: Approve lease agreement between Bill Schmidt doing business as BC Air LLC, and John Ferguson for Site Number 11, Hangar #5 and authorize Chair to execute.
- 368/2017** Clerk of the Board of Supervisors: Reappoint Martha Waltz to the Wheatland Cemetery District as a Director with a term ending August 13, 2021.
- 369/2017** Clerk of the Board of Supervisors: Appoint Mimi Mathews to Assessment Appeals Board No. II as an Alternate and Appoint Kuldip Atwal as Director with both terms ending September 7, 2020.
- 372/2017** Health and Human Services: Adopt resolution authorizing agreement with California Department of Social Services for Resources Family Approval Program and authorize Chair to execute any and all documents of agreement upon review and approval of County Counsel.
- 373/2017** Community Development and Services: Approve plans, specifications and estimate, and authorization for advertisement of bids for Feather River Boulevard Curve Correction project, and authorize Chair to execute.
- 380/2017** Community Development and Services: Approval of plans, specifications and estimate, and authorization for advertisement of bids for Mathews Lane and Ramirez Road Farm to Market pavement resurfacing with a tentative bid opening date of September 19, 2017.
- 386/2017** Community Development and Services Agency: Receive notice of Final Map TM 2015-0005, The Orchard Phase Two-2 under review, pending approval.

**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 three 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. Note: No Board action can be taken on comments made under this heading.

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**COUNTY DEPARTMENTS**

- 363/2017** Health and Human Services: Authorize transfer of funds in the amount of \$45,000 from Account Number 101-4720-441.28-03 (County Medical Services Program County (CMSP) Participation Fee) to Account Number 233-5410-453.18-00 (Maintenance Building Improvement) for completion of the modular unit at 14Forward. (Five minute estimate)
- 367/2017** Administrative Services: Authorize budget transfer in the total amount of \$18,384 from the Airport Capital Improvement Fund 131 to the Airport Enterprise Fund 130 for replacement of Airport taxiway lighting regulator. (4/5 Vote required) (Five minute estimate)
- 378/2017** Human Resources: Adopt resolution amending Resolution No. 2017-83 related to Extra Help Classification System Hourly Schedule Intern. (Ten minute estimate)
- 382/2017** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization to advertise bids for road repairs to Briarwood Lane, Hokan Lane, Intanko Lane and Kapaka Lane pending approval from FEMA with a bid opening date of September 20, 2017. (Five minute estimate)
- 383/2017** Community Development and Services Agency: Approve plans, specifications and estimate and authorization to advertise bids for road repairs to Camp Far West Road, Long Ravine Road, Spenceville Road, and Waldo Road pending approval from FEMA with a bid opening date of September 20, 2017. (Five minute estimate)
- 384/2017** Community Development and Services Agency: Approve plans, specifications and estimate and authorize advertisement of bids for road repairs to Dry Creek Levee Road, Ellis Road, Hale Road, Tanabe Road, and Morrison Road pending approval from FEMA with a bid opening date of September 20, 2017. (Five minute estimate)
- 385/2017** Community Development and Services Agency: Approve plans, specifications and estimate and authorize advertisement of bids for road repairs to Pendola Extension Road, Weeds Point Road and Youngs Hill Road pending approval from FEMA with a bid opening date of September 20, 2017. (Five minute estimate)
- 387/2017** Community Development and Services Agency: Approve plans, specifications and estimate and authorize advertisement of bids for road repairs to Indiana Ranch Road, Clark Ranch Road, Wild Acre Way, Westwood Trail, Sandy Way, Skyview Way, Sunnyside Way, Golden Arrow Lane, Silva Path, Vierra Road, Abies Lane, Mourning Dove, Jessica Way, Potts Trail, Leanne Way and Begonia Way pending approval from FEMA with a bid opening date of September 20, 2017. (Five minute estimate)
- 376/2017** Human Resources: Adopt resolution declaring persons who perform voluntary service for the County as employees for the purpose of workers compensation benefits as provided for under Labor Code Section 3363.5. (Ten minute estimate)
- 356/2017** Human Resources and Organizational Services: Approve countywide Student Intern and Volunteer Program and Policy. (Ten minute estimate)

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**ORDINANCES AND PUBLIC HEARINGS**

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

- 318/2017** Public Hearing - Hold public hearing and adopt resolution approving amendment to Recology Yuba Sutter Collection Service Agreement approving 1.42% rate increase effective October 1, 2017 and 1% franchise fee increase - County Administrator (Fifteen minute estimate) (Roll Call Vote)
- 275/2017** Public Hearing - Hold public hearing and adopt resolution establishing 10-ton weight limit for Ellis Road Bridge over Simmerly Slough until repaired or replaced - Community Development and Services (Ten minute estimate) (Roll Call Vote)

**CORRESPONDENCE**

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

- 361/2017** Notice from California Governor's Office of Emergency Services regarding United States Small Business Administration Physical Disaster Declaration.
- 365/2017** Three notices from State of California Fish and Game Commission relating to various regulatory actions published in August 4, 2017 California Regulatory Notice Register.
- 366/2017** Letter from Citizens for a new Yuba County Fish and Game Advisory Commission.

**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.

**CLOSED SESSION II**

- 69/2017** Conference with Legal Counsel - Existing litigation pursuant to Government Code §54956.9(d)(1) - Fellowship of Friends vs. County of Yuba, YCSCCVPT14-0000794
- 101/2017** Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler
- 391/2017** Conference with Legal Counsel - existing litigation pursuant to Government Code §54956.9(d)(1) - Hedrick vs. Grant Case No. 2:76-CV-00162-GEB-EFB
- 364/2017** Personnel pursuant to Government Code §54957(b)(1) – Public Appointment Administrative Services Director



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**ADMINISTRATIVE APPEAL HEARING**

- 388/2017     1:00 P.M. Administrative Appeal Hearing** - Hold Appeal Hearing to determine public nuisance for property located at 13172 Yuba Nevada Road, Dobbins, CA 95935; APN: 048-170-025; Property Owners Doris Kay & Mark Alan Tapia and Sarah Springer. (Community Development and Services) (20 minute estimate) (Roll Call Vote)
- 389/2017     1:00 P.M. Administrative Appeal Hearing** - Hold Appeal Hearing to determine public nuisance for property located at: 13598 Musholt Road, Dobbins, CA 95935; APN: 048-140-033; Property Owner: Justin Green. (Community Development and Services) (20 Minute Estimate) (Roll Call Vote)
- 390/2017     1:00 P.M. Administrative Appeal Hearing** - Hold Appeal Hearing to determine public nuisance for property located at: 13626 De Long Way, Dobbins, CA 95935; APN: 048-140-034; Property Owners: Kenneth E & Christine M Loyd. (Community Development and Services) (20 minute estimate) (Roll Call Vote)

**ADJOURN**

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

# *The County of Yuba*

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**TO:** Board of Supervisors

**FROM:** Health & Human Services Department  
Jennifer Vasquez, Director  
Courtney Pyse, Program Manager

**SUBJECT:** Approve agreement between the County of Yuba and Children's Home Society of California for California Work Opportunity and Responsibility to Kids (CalWORKs) Child Care Services

**DATE:** August 22, 2017

**NUMBER:** 326/2017

## *Recommendation*

It is recommended that the Board of Supervisors approve the attached renewal Agreement between the County of Yuba, on behalf of its Health and Human Services Department (HHSD), and Children's Home Society (CHS) of California for Stage I Child Care Services for the California Work Opportunity and Responsibility to Kids (CalWORKs) program.

## *Background*

Since July 2001 Yuba County has contracted for CalWORKs Stage I Child Care Services with CHS, as mandated in CalWORKs legislation. This is a renewal of that Agreement in the amount of \$1,000,000.00 per fiscal year for the three-year period of July 1, 2017 through June 30, 2020.

## *Discussion*

Education Code Section 835(b) establishes three (3) stages of child care services for CalWORKs recipients with the intent that the recipient does not experience a break in services while transitioning between the three (3) stages of child care services. CHS currently contracts with the State Department of Education for Stage II and Stage III Child Care subsidies. This Agreement would allow the County of Yuba and CHS to continue to jointly administer CalWORKs Stage I Child Care to provide a seamless system of child care services for Yuba County's CalWORKs clients.

*Committee Action:* (Omit if to Committee)

The Human Services Committee recommended approval on August 8, 2017.

*Fiscal Impact:*

General Fund: None  
Non-General Fund: \$1,000,000 per fiscal year  
Source of Funds: CalWORKs Stage I Child Care Allocation

*Attachments*

326/2017 - Children's Home Society Agreement

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for child care services ("Agreement") is made as of the Agreement date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department, and Children's Home Society of California ("CONTRACTOR").

WHEREAS, with respect to the child care recipients of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, Education Code Section 8350 (b) establishes three (3) stages of child care services through which a recipient of aid will pass with an intent that families shall experience no break in their child care services due to a transition between the three (3) stages of child care services; and

WHEREAS, Education Code Sections 8353 and 8354 state Stage II and Stage III shall be administered by agencies contracting with the State Department of Education, such as agencies that have an alternative payment program contract; and

WHEREAS, the CONTRACTOR is the Child Care Resource and Referral (CCR&R) program of Yuba County, and a current Alternative Payment program contractor with the State Department of Education, providing parent education and information to parents, including child care referrals and coordination of community resources for parents and public or private providers of child care, and administration of child care subsidies; and

WHEREAS, the CONTRACTOR contracts directly with the California Department of Education for Stage II and Stage III child care subsidies; and

WHEREAS, Education Code Section 8352 states CCR&R and subsidy staff shall co-locate with a county welfare department's case management offices for aid or to arrange other means of swift communication with parents and case managers of this aid.

NOW, THEREFORE, the parties hereto mutually agree that the purpose of this Agreement entered into by and between COUNTY and CONTRACTOR is to jointly administer CalWORKs Stage I child care services (1) to meet the obligations as mandated in CalWORKs legislation to provide a seamless system of services as participants move between Stages I, II, and III and, (2) to achieve swifter communication in helping CalWORKs participants find local child care resources that will enable them to reach their Welfare-to-Work (WTW) Plan goals.

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

## **OPERATIVE PROVISIONS**

### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

### **2. TERM.**

Commencement Date: July 1, 2017

Termination Date: June 30, 2020

The term of this Agreement shall become effective on July 1, 2017, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

### **3. PAYMENT.**

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant

to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

## **5. ADDITIONAL PROVISIONS.**

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

## **6. GENERAL PROVISIONS.**

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

## **7. DESIGNATED REPRESENTATIVES.**

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

## **8. ATTACHMENTS.**

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

- Attachment A – Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Budget
- Attachment H – Invoice Format
- Attachment I – Monthly Statistical Report
- Attachment J – Vendor Assurance of Compliance

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**9. TERMINATION.**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2017.

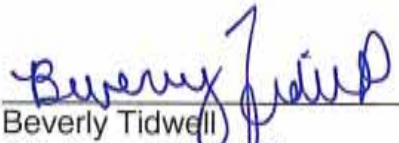
"COUNTY"

"CONTRACTOR"

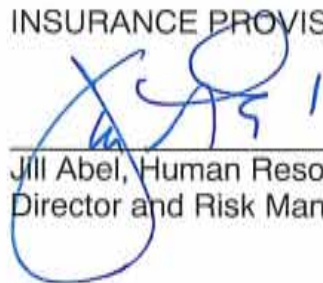
COUNTY OF YUBA:

CHILDREN'S HOME SOCIETY OF CALIFORNIA:

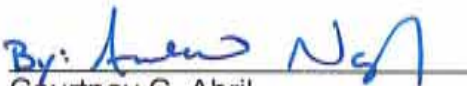
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, Chair  
Board of Supervisors

  
Beverly Tidwell  
Chief Executive Officer  
Tax ID: 95-1690976

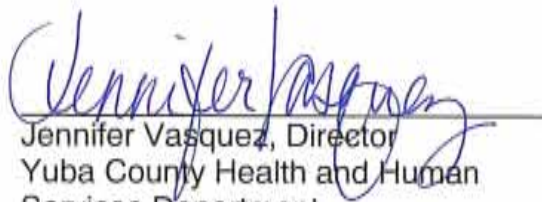
INSURANCE PROVISIONS APPROVED:

  
\_\_\_\_\_  
Jill Abel, Human Resource  
Director and Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Courtney C. Abril,  
Interim County Counsel

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health and Human  
Services Department

## **ATTACHMENT A**

### **SERVICES**

#### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**A.1.1** CONTRACTOR will provide a full-time equivalent staff person to provide Stage I child care intake and case management. This will occur at both the Health and Human Services Department (HHSD) and the Children's Home Society of California (CHS) office. The staff person will be scheduled a minimum of fifteen (15) hours a week at the HHSD and be flexible to meet the needs of both the Yuba County CalWORKs program and participants.

**A.1.1.1** Schedule child care orientation for CalWORKs participants according to their WTW activities, schedules, and needs (i.e. some participants may need to be seen immediately, on a drop-in basis, after intake appointments, and/or before, during, or after other WTW activities). CONTRACTOR will ensure that all child care orientations will be scheduled within twelve (12) days of referral.

**A.1.1.2** Conduct group or individual child care orientations for CalWORKs participants referred by COUNTY employees that include:

- (a) Presenting the child care options available to the participants;
- (b) Identifying criteria for selecting quality child care to participants and educating participants on how to choose a quality, reliable child care provider appropriate to their child's developmental stage; and
- (c) Assisting participants in the completion of appropriate forms for requesting subsidized child care payments.

**A.1.1.3** Provide CalWORKs participants with child care referrals according to California Department of Education Policies, as requested, at both the HHSD and CHS locations.

**A.1.1.4** Through the CCR&R, conduct educational workshops for prospective and current child care providers. These workshops may occasionally be held in the evenings or on Saturdays.



- A.1.1.5** Review all initial forms necessary for approval of child care, including Trustline and Health and Safety Certification forms.
- A.1.1.6** Serve as liaison with community child care providers by providing the following services:
  - (a) Contacting child care providers to set up child care for CalWORKs participants; and
  - (b) Updating changes in child care providers or schedules, as needed.
- A.1.1.7** Be available to CalWORKs participants as necessary.
- A.1.1.8** Return phone calls to CalWORKs participants within two (2) working days and narrate phone contact in CHS case.

**A.1.2** CONTRACTOR shall provide administrative services as follows:

- A.1.2.1** Develop payment policies according to the California Department of Education, Early Educational and Support Division Funding Terms and Conditions and California State Department of Social Services (CDSS) policies for Temporary Assistance to Needy Families funding, as well as policies followed by the Division of Social Services.
- A.1.2.2** Assist CalWORKs participants in completion of application and agreement between licensed provider, parent, and case manager at agreed upon hours and rates for child care. Copies of the agreement shall be sent to the provider and given to the CalWORKs participant and case manager.
- A.1.2.3** Assist CalWORKs participants and license-exempt providers in the completion of Health and Safety Certification form, Trustline application, and fingerprint process, which the license-exempt provider is required to complete. CONTRACTOR shall schedule an initial appointment with all license-exempt providers and follow up on the Trustline paperwork; ensuring it is completed and tracked. CONTRACTOR shall notify the parent, the provider, and the CalWORKs Social Worker (SW) via a Notice of Action if the provider's Trustline application is denied. CONTRACTOR will also send a termination of care notification to the provider and the CalWORKs' SW.
- A.1.2.4** Send to, and collect from, the provider the monthly attendance sheets for each child receiving a child care subsidy.
- A.1.2.5** Calculate and send all payments to providers within thirty (30) working days of receipt of complete and accurate child care

payment form; as well as assess and collect Family Fees from parents as determined by the fee schedule outlined in the CDSS WTW regulations.

**A.1.2.6** Monitor funds for space available and coordinate transition into Stage II funding when case manager approves.

**A.1.2.7** Provide statistical information needed by COUNTY to meet State reporting requirements (Forms CW115/CW115a).

**A.1.3** CONTRACTOR and COUNTY shall mutually:

**A.1.3.1** Establish a child care service schedule based upon the agreed upon referral form identifying the need for child care services and attach the current WTW Plan or WTW Activity Agreement for participants in the CalWORKs Program.

**A.1.3.2** Develop policies regarding payments to providers that are as similar as possible to the policies that shall be used in all stages. All payments will be paid to the provider upon receipt of proper claims and reporting.

**A.1.3.3** Formulate policies and procedures to avoid or minimize payments to providers due to CalWORKs participants using unapproved days or hours of child care.

**A.1.3.4** Notify the other party when participants are to be transitioned into either Stage II or Stage III child care.

**A.1.3.5** Meet on an as needed basis to discuss trends and changes in child care policies and stage regulations.

**A.1.4** COUNTY shall:

**A.1.4.1** Submit parent schedule changes to CONTRACTOR within two (2) working days.

**A.1.4.2** Submit notice and supporting documentation to CONTRACTOR within two (2) working days when the parent is no longer receiving cash aid.

**A.1.4.3** Provide staff to translate when such staff is available.

**A.2 TIME SERVICES RENDERED.**

CONTRACTOR shall provide services from 8:30 am – 5:00 pm; a minimum of fifteen (15) hours two (2) days) per week at HHSD or Monday through Friday at CHS.

### **A.3 MANNER SERVICES ARE TO BE PERFORMED.**

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

### **A.4 EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR.**

Except as otherwise stated, CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. The equipment and materials provided by CONTRACTOR for the site location shall include:

**A.4.1** Computer or any other electronic data processing equipment required by the CONTRACTOR's staff person.

**A.4.2** Cabling, modems, communications lines, etc., as needed to connect.

**A.4.3** Postage costs.

**A.4.4** Locking overhead cabinets to keep materials in while CONTRACTOR's staff person is not present.

**A.4.5** Lockable transport case to be utilized when transporting documents with any Personally Identifiable Information (PII) of CalWORKs participants.

### **A.5 EQUIPMENT AND MATERIALS PROVIDED BY COUNTY**

COUNTY shall provide the following to CONTRACTOR for the provision of services at the HHSD site:

**A.5.1** Office area for staff person provided by CONTRACTOR.

**A.5.2** Use of telephone, including voice mail capabilities.

**A.5.3** Use of copy machines for necessary on-site copying of small volumes; larger volumes, exceeding one hundred (100) copies, must be copied elsewhere.

**A.5.4** Use of FAX machines, limited to necessary business.

**A.5.5** Use of County mail courier service.

**A.5.6** Ability to use facilities for meetings on a sign-up basis.

**A.5.7** Place to leave mail for postal pick-up.

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## ATTACHMENT B

### PAYMENT

COUNTY shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE.** County will pay Contractor a total contract fee not to exceed One Million Dollars (\$1,000,000.00) for each fiscal year of this Agreement or Three Million Dollars (\$3,000,000.00) for the entire term of this Agreement, as further specified in Attachment G – Budget. This total contract fee encompasses reimbursement to Contractor for all annual provider payments made by Contractor on behalf of County for Stage I Childcare services, as further specified in Attachment G – Budget.”
- B.2 CONTRACTOR** shall submit detailed requests for payment, with back-up Provider Payment documentation attached, all other back-up documentation, proper claims and reporting will be available upon request after completion of services but no later than the tenth (10<sup>th</sup>) day of the month following provision of services in a format in accordance with Attachments H – Invoice Format and Attachment I – Monthly Statistical Report.
- B.2.1** For services rendered in June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10<sup>th</sup>. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the twentieth (20<sup>th</sup>) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.
- B.3 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.
- B.4 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

**B.5 AUDITS AND REVIEWS.** Authorized Federal, State, or County representatives shall have the right to monitor, assess or evaluate CONTRACTOR's performance pursuant to this Agreement, including, but not limited to, audits, inspection of premises and reports, and interviews of program staff and participants.

**B.6 AUDIT EXCEPTIONS.** If, at any time during the term of the Agreement, or within five (5) years after the expiration or termination of the Agreement, authorized representatives of COUNTY or CONTRACTOR's independent auditors conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and, if such audit finds that the COUNTY's dollar liability for said services is less than the payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY's discretion, shall be either: 1) repaid forthwith within thirty (30) calendar days, or 2) offset against any future payments due CONTRACTOR by COUNTY. If such audit finds that the COUNTY's dollar liability for services provided to COUNTY hereunder is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall the COUNTY's maximum obligation exceed the funds appropriated by COUNTY for the purpose of this Agreement.

**B.7 RECORD RETENTION.** COUNTY and CONTRACTOR shall prepare and maintain accurate and complete records regarding dates and types of services provided under the terms of this Agreement. All supporting documentation of expenditures related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of last service or until all pending State, Federal and County audits are completed, whichever is later.

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## ATTACHMENT C

### ADDITIONAL PROVISIONS

- C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.
- C.2 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees will execute appropriate certifications relating to reporting requirements.
- C.3 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code Section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to drug-free workplace.
- C.4 INSPECTION.** CONTRACTOR'S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.
- C.5 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.6 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.**

CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.8 ACCEPTANCE.**

All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C.9 INTELLECTUAL PROPERTY.**

COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

**C.10 DEBARMENT.**

COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at [www.sam.gov](http://www.sam.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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## **ATTACHMENT D**

### **GENERAL PROVISIONS**

- D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:
- D.1.1** All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
  - D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
  - D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.
  - D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
  - D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.
  - D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.
  - D.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.



- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.
- D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or sub-contractors.
- D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

- D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.
- D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:
- D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.
  - D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR

completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon ten (10) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data

shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.19.1 NUMBER AND GENDER.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

- D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and subject to any required pre-approval by either party's governing authority, and then shall be effective only for the period and on the condition, and for the specific instance for which given. Substantial changes between fiscal years in the payment amount negotiated between the parties, if any, should be approved through the normal contract amendment process.
- D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Yuba, State of California.
- D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.
- D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s)

or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR'S financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jennifer Vasquez, Director  
Yuba County Health and  
Human Services Department  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:  
County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Beverly Tidwell, Chief Executive Officer  
Children's Home Society of California  
1300 West Fourth Street  
Los Angeles, CA 90017

## ATTACHMENT E

### INSURANCE PROVISIONS

**E.1 INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

**E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

**E.2.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**E.2.2 Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**E.2.3 Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**E.2.4 Professional Liability (Errors and Omissions)** Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**E.3 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**E.4 Additional Insured Status.** COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- E.5 Primary Coverage.** For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- E.6 Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**
- E.7 Waiver of Subrogation.** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- E.9 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.
- E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
- E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - E.10.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.



- E.11 Verification of Coverage.** CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E.12 Subcontractors.** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- E.13 Special Risks or Circumstances.** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**ATTACHMENT F**  
**COUNTY OF YUBA**  
**CONFIDENTIALITY PROVISIONS AND STATEMENTS**

**F.1 INTRODUCTION.**

For the purposes of carrying out a contract for child care services entered into between the COUNTY and Children's Home Society of California, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

**F.2 DEFINITIONS.**

**F.2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**F.2.2 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**F.2.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

**F.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

**F.3 BACKGROUND.**

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in

any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

#### **F.4 PROVISIONS.**

**F.4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**F.4.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:

**F.4.2.1** Securing all areas where confidential information is maintained and/or stored;

**F.4.2.2** Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

**F.4.2.3** Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

**F.4.2.4** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**F.4.2.5** Not leaving unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

**F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

**F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

**F.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

**F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

**F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**F.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer  
Phone: (530) 749-6311  
E-Mail: [securityincidents\\_hhsd@co.yuba.ca.us](mailto:securityincidents_hhsd@co.yuba.ca.us)  
Fax: (530) 749-6281

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**F.4.8.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

**F.4.8.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

**F.4.9** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

**F.4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

**F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 4/21/17

CONTRACTOR

Beverly Tidwell  
(Signature)

Beverly Tidwell, Chief Executive Officer  
(Print Name and Title)

## ATTACHMENT G

### BUDGET

<b>Personnel Expense (Staff performing actual service)</b>			
<b>SALARY</b>			
Position/Class	Annual Salary	% of Time to Service	Annual Service Cost Amount
Program Administrator	\$68,500	5%	\$3,425
Program Manager	\$50,965	15%	\$7,645
Program Specialist	\$36,000	100%	\$36,000
Program Specialist	\$40,500	40%	\$16,200
	\$	%	\$
Accounting Specialist	\$38,244	20%	\$7,649
Accounting Specialist	\$40,450	5%	\$2,023
<b>Annual Cost of Personnel</b>			<b>\$72,942</b>
<b>BENEFITS (Employer paid benefits of staff performing actual service)</b>			
	Total Annual Salary	Annual Benefits	Annual Service Cost Amount
Employee Benefits	\$72,942	44%	\$32,094
Payroll Taxes	\$	8%	\$5,835
<b>Annual Cost of Service Benefits</b>			<b>\$37,929</b>
<b>Operating Expenses (Actual Costs not to exceed)</b>			
Professional Fees	\$500	Building Security	\$500
Legal Fees	\$150	Furniture Purchase	\$500
Audit Fees	\$350	Equipment Purchase	\$1,500
Office Supplies	\$2,543	Equipment Leasing and Rental	\$200
Provider Supplies	\$750	Licenses/Software	\$3,000
Communication	\$7,000	Equipment Maintenance	\$500
Advertisement	\$500	Copier Maintenance	\$250
Postage	\$2,500	Printing	\$2,000
Rent	\$9,300	Licenses and Fees	\$100
Utilities	\$2,250	Dues and Memberships	\$100
Recycling Charge	\$200	Staff Training	\$100
Storage Space Rental	\$1,000	Insurance	\$8574
Care of Building and Grounds	\$1,800		
<b>Annual Operating Expenses</b>			<b>\$46,167</b>
<b>Provider Payments (Actual Costs not to exceed)</b>			
<b>Annual Provider Payment Amount</b>			<b>\$756,000</b>
<b>Program Support (Actual Costs not to exceed)</b>			
<b>Annual Program Support Amount</b>			<b>\$86,962</b>
<b>Total Annual Budget</b>			<b>\$1,000,000</b>

## ATTACHMENT H

### INVOICE FORMAT

Invoice			
Children's Home Society of California 1650 Sierra Avenue Suite 102 Yuba City, California 95993 Program: CalWORKs Stage 1 Child Care Services		Deborah Garcia, Director of Financial Services (530) 673-7503 Email: Period of Service:	
PERSONNEL EXPENSE			
Salary			
Position/Class	Salary	% of Time to Service	Service Cost Amount
Program Administrator	\$	%	\$
Program Administrator	\$	%	\$
Program Specialist	\$	%	\$
Program Specialist	\$	%	\$
Program Assistant	\$	%	\$
Program Manager	\$	%	\$
Accounting Specialist	\$	%	\$
<i>Total Salary</i>			\$
Benefits			
	Total Salary	Benefits	Service Cost Amount
Employee Benefits	\$	%	\$
Payroll Taxes	\$	%	\$
<i>Total Benefits</i>			\$
<b>Total Personnel Expense</b>			<b>\$</b>
OPERATING EXPENSES			
Professional Fees	\$	Furniture Purchase	\$
Legal Fees	\$	Equipment Purchase	\$
Audit Fees	\$	Equipment Leasing and Rental	\$
Office Supplies	\$	Licenses/Software	\$
Provider Supplies	\$	Equipment Maintenance	\$
Subscriptions	\$	Copier Maintenance	\$
Communication	\$	Printing	\$
Advertisement	\$	Travel	\$
Postage	\$	Meals	\$
Rent	\$	Licenses and Fees	\$
Utilities	\$	Dues and Memberships	\$
Recycling Charge	\$	Staff Training	\$
Storage Space Rental	\$	Insurance	\$
Care of Building and Grounds	\$	Moving Expense	\$
Building Security	\$		
<b>Total Operating Expense</b>			<b>\$</b>
<b>Total PROVIDER PAYMENTS</b>			<b>\$</b>
<b>Total PROGRAM SUPPORT</b>			<b>\$</b>
<b>Total Monthly Invoice</b>			<b>\$</b>



# ATTACHMENT I

## STATISTICAL MONTHLY REPORT

### CHILDREN'S HOME SOCIETY OF CALIFORNIA

#### Monthly Statistical Report for Yuba County Stage 1 Child Care Services

For the month of: \_\_\_\_\_  
Prepared by: \_\_\_\_\_

Total unduplicated number of referrals received during report month: \_\_\_\_\_

Child care authorizations for the report month: \_\_\_\_\_

Total number of orientations scheduled during the report month: \_\_\_\_\_  
Number of Individual Orientations: \_\_\_\_\_  
Number of Group Orientations: \_\_\_\_\_

Total number of orientations completed during the report month: \_\_\_\_\_  
Number of Individual Orientations: \_\_\_\_\_  
Number of Group Orientations: \_\_\_\_\_

Number of Children Enrolled During the Report Month	Number of Children Terminated During the Report Month	Number of Families Enrolled During the Report Month	Number of Families Terminated During the Report Month

Families Eligible to transfer to Stage 2: \_\_\_\_\_

Yuba County Stage 1 Statistical Data Report Worksheet

**ATTACHMENT J  
VENDOR ASSURANCE OF COMPLIANCE WITH  
THE YUBA COUNTY  
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/21/17

Date

Beverly J. Judd

Vendor/Contractor's Signature

1650 Sierra Ave. Suite 102, Yuba City CA, 95993  
Address of vendor/recipient

**CR50-Vendor Assurance of Compliance**

(08/13/01)

# *The County of Yuba*

## **Administrative Services**

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**TO:** Board of Supervisors

**FROM:** Administrative Services, Doug McCoy

**SUBJECT:** Administrative Services - approve resolution stating pursuant to Section 2.50.060, the Board of Supervisors hereby declares the property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizes the Director of Administrative Services to sell the property

**DATE:** August 8, 2017

**NUMBER:** 347/2017

### *Recommendation*

The Board approves the attached resolution stating pursuant to Section 2.50.060, the Board of Supervisors hereby declares the property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizes the Director of Administrative Services to sell the property.

### *Background*

The County acquired this property in the mid 1970's. Our most recent tenant was Yuba County Probation's Victim Services Division who has since relocated to their new facility on 6<sup>th</sup> Street; across the street from the Courthouse.

The warehouse on the property has also been used by the County's Administrative Services Department for surplus property.

### *Discussion*

The County has no further need for this facility, and several local organizations have expressed an interest in it.

We have had an appraisal done on the property and it was valued at \$800,000.

*Committee Action:*

Due to the routine nature of this action it has been brought directly to your Board for review and consideration

*Fiscal Impact:*

Proceeds for the sale of this parcel is considered one-time revenue and it is recommended that upon sale, staff will return with appropriate budget adjustments

*Attachments*

347-2017 Resolution to declare Dan Avenue as surplus

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

<b>RESOLUTION</b>	)	<b>RESOLUTION NO.</b> _____
<b>PURSUANT TO SECTION 2.50.060,</b>	)	
<b>THE BOARD OF SUPERVISORS</b>	)	
<b>HEREBY DECLARES THE PROPERTY)</b>		
<b>AT 4240 DAN AVE (APN 014-190-035-000)</b>		
<b>AS SURPLUS, AUTHORIZES THE</b>	)	
<b>DIRECTOR OF ADMINISTRATIVE</b>	)	
<b>SERVICES TO SELL THE PROPERTY,)</b>		
<b>AND ESTABLISHES NOVEMBER 14,</b>	)	
<b>2017 AND THE BID OPENING DATE</b>	)	

**WHEREAS**, this resolution supersedes and replaces Resolution 2017-96 passed August 8<sup>th</sup> yet lacked certain required information, and

**WHEREAS**, the County procured the property at 4240 Dan Avenue in the mid-1970's as additional office space; and

**WHEREAS**, the most recent tenant was the Victim Services Division of the Probation Department; and

**WHEREAS**, a co-tenant has been Administrative Services using the warehouse building to house surplus inventory; and

**WHEREAS**, Victim Services has relocated to their new facility on 6<sup>th</sup> and B Streets; and

**WHEREAS**, several community organizations in the area have expressed an interest in acquiring this facility; and

**WHEREAS**, the County has recently had this property appraised for \$800,000; and

**WHEREAS**, the County has no further need for this facility, and

**WHEREAS**, the County establishes November 14, and the official bid opening date as directed by County policy.

**NOW, THEREFORE, BE IT RESOLVED**, The Yuba County Board of Supervisors hereby declares the property at 4240 Dan Avenue (APN 014-190-035-000) as surplus and authorizes the Director of Administrative Services to sell the property. Further, the resolution establishes November 14, 2017 as the official bid opening date.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

COURTNEY ABRIL  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

Courtney Abril

# *The County of Yuba*

## **Community Development and Services Agency**

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**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Tim Young

**SUBJECT:** Approval of specifications and estimate and authorization for advertisement of bids for Feather River Blvd pavement resurfacing from Algodon Road to 400' west of River Oaks Blvd

**DATE:** August 22, 2017

**NUMBER:** 358/2017

### RECOMMENDATION:

Approval of Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans and County Counsel approval, with a tentative bid opening date of September 19, 2017. The Specifications are available for review at Public Works.

### BACKGROUND

Feather River Boulevard is the primary transportation route serving approximately 11,000 acres of prime farmland between the Feather River and State Route 70. Feather River Boulevard also provides access from an additional 11,000 acres of farmland east of State Route 70 to the three major processing/packaging facilities located along Feather River Boulevard. Disadvantaged populations in the project area are typically employed either by the local farmers or by three major processing/packaging facilities. This project will entail rehabilitating approximately 4 miles of pavement on Feather River Blvd from Algodon Road to 400' west of River Oaks Blvd. The work will consist of removing failed sections of roadway and placing full depth asphalt concrete (digouts), placing pavement reinforcing fabric, overlaying the roadway, placing shoulder backing material and thermoplastic traffic markings and striping.

### DISCUSSION

Poor roadway conditions inhibit truck movements between neighboring farms, the three local processing/packaging facilities, and regional markets. Trucks transporting agricultural goods lose produce off trailers due to rough road conditions and incur higher vehicle maintenance costs due to the

poor road conditions. Further deterioration of the road could lead to weight restrictions that would preclude truck traffic, making the three major processing/packaging facilities and the regional markets inaccessible for thousands of acres of farmland. The project is primarily funded through the Regional Surface Transportation Program (RSTP) under the Farm to Market subcategory.

COMMITTEE ACTION:

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

FISCAL IMPACT

This project is federally funded 88.53% (\$1,180,000) through the RSTP, Farm to Market program with an 11.47% (\$152,880) Local Match from the Road Fund. No General Fund.

*Attachments*



# Memorandum

To: Yuba County Board of Supervisors

From: Tonya K. Byers, Child Care Coordinator



Date: August 1, 2017

Re: Approval of Child Care Planning Council's 2017-2022 Child Care Needs Assessment.

---

**Recommendation:** Approval of Child Care Planning Council's 2017-2022 Child Care Needs Assessment.

**Background:** The Council is responsible for documenting the child care needs of the community and submitting a report to the State Department of Education every five years. The information contained in the needs assessment will be used to provide our state legislature with data on the child care needs in our community and provide a base for the distribution of funding for child care and development services over the next five years.

**Discussion:** The Child Care Planning Council of Yuba and Sutter Counties (CCPC) recently completed its 2017-2022 Child Care Needs Assessment for Yuba and Sutter Counties. We have enclosed a copy of the state required data form and the Needs Assessment Summary, both approved by the Child Care Planning Council at its June 27, 2017 meeting.

According to the contract requirements for child care local planning councils, the results of the needs assessment are to be submitted to the Board of Supervisors and the Superintendent of Schools for approval, prior to submission to the State Department of Education.

**Fiscal Impact:** None.

# **Child Care Planning Council of Yuba & Sutter Counties**

## **Community Child Care Needs Assessment Summary 2017-2022**

### **Council Staff**

Tonya K. Byers, Child Care Coordinator  
Claudia Contreras, Secretary

### **Council Members**

Leslie Cena, Council Chair  
Michele Blake, Council Vice Chair  
Lena Webb, Council Secretary  
David Reodus  
Kimberly Butcher  
Denice Burbach  
Mary Pickering  
Jodie Keller  
Pablo Fischetti  
Kristi Johnson  
Cassandra Rivera  
Julie Price  
Hope Jensen  
John Wright  
Nick Roberts  
Kathy Woods  
Paul Tupaz

# **Child Care Planning Council of Yuba & Sutter Counties**

## **Community Child Care Needs Assessment Summary 2017-2022**

### **Summary**

The Child Care Planning Council of Yuba and Sutter Counties (CCPC) conducts an assessment of the early care and education needs in the community every five years as mandated by the State of California. The needs assessment identifies county demographics, the demand for care in the community, the current supply of available care, and any currently unmet child care needs. The data collected and analyzed informs the State Legislature of areas in need of additional funding, when that funding becomes available.

In response to the 2017-2022 Needs Assessment, the CCPC identifies the following recommendations:

- Increase subsidized child care capacity for all age groups, particularly full-time child care for infant and toddlers, and school-age children.
- More specialized child care capacity for children with special needs, as well as cultural and language diversity.
- Development of alternative and comprehensive child care models
- Continued workforce development including all members of the early care and education community, with more providers participating in the local Quality Rating and Improvement System initiative.

### **County Demographics**

According to 2014 Census data, the populations in Sutter and Yuba Counties are as follows: Sutter County – 95,847; Yuba County – 73,966. The population of children, ages 0 to 12 years, represents those potentially utilizing early care and education services. From census data averaged over 5 years, those totals are:

<b>Ages of Children</b>	<b>Sutter County</b>	<b>Yuba County</b>
0-2 (Infant/Toddler)	4,218	3,294
3-4 (Preschool)	2,908	2,252
6-12 (School-age)	11,949	9,235
<b>Total Children 0-12</b>	<b>19,075</b>	<b>14,782</b>

*American Institutes for Research, Early Learning Needs Assessment Tool, Data through 2014*

The children of Sutter and Yuba Counties represent diverse race/ethnicities and cultures. This diversity presents unique opportunities and challenges for those providing services to

families in the community. Census data shows the following diversity within Sutter and Yuba Counties, respectively.

<b>Race/Ethnicity (Greatest %)</b>	<b>Sutter County</b>	<b>Yuba County</b>
Hispanic	37%	38%
Caucasian	43%	38.8%
Asian	7%	13%

*English Language Learners (ELL), K-12 from California Department of Education Data Quest 2016-17*

<b>English Language Learners (School-age Children)</b>	<b>Sutter County</b>	<b>Yuba County</b>
Spanish	68.1%	77.75%
Punjabi	23.3%	2.19%
Hmong	.8%	16.29%
Other Languages	7.8%	3.8%
Total ELL students	3,913	2,517

*English Language Learners (ELL), K-12 from California Department of Education Data Quest 2016-17*

The economic status of children and families in the Yuba-Sutter area affects the needs for early care and education in the community. The median income in Sutter County is \$52,017, with a median income in Yuba County of \$46,892 (Source: American Community Survey, 2011-2015 5 Year Estimates). The unemployment rate in Sutter County is 8.0%, in Yuba County it is 6.7% (California Employment Development Division). In Sutter County, the number of children ages 0-12 with all parents in the workforce is 10,441 (55%). Similarly, the number of children ages 0-12 in Yuba County with all parents in the workforce is 8640 (58%) (Source: AIR ELNAT). Approximately 267 children ages 0-12 in Sutter County, and 313 children in Yuba County are being served through the Counties' CalWORKS programs on a monthly basis (Source: County Department of Social Services 115/115A Reports; Children's Home Society). There is an estimated 20.5% of children ages 0-12 in Sutter County, and 23% in Yuba County, living at or below the Federal Poverty Level (Source: American Community Survey, 2011-2015 5 Year Estimates). In addition, for children ages 0-12, 55% in Sutter and Yuba County are currently living at or below 70% of the State Median Income (Source: AIR ELNAT). The number of children in California eligible for Free & Reduced Lunch during the 2016-17 school year was 51%. In Sutter County, 51% of school aged children, and in Yuba County, 57% of school-aged children were eligible during the same school year (Source: California Department of Education Data).

## Supply of Child Care

Sources of licensed child care within the Yuba-Sutter area include Head Start, State Preschool Programs, private preschool centers, and family child care homes, as well as licensed-exempt care on Beale Air Force Base, after-school programs occurring on local school campuses, and care provided by family, friends, and neighbors. The table below provides the number of full and part-time licensed child care slots available in Head Start, State Preschool

Programs, private preschool centers, Beale AFB, the Yuba College Child Development Center and family child care homes within both counties. The number of spaces available in after-school programs is also included; however, the majority of these programs serve school-age children before and after school only, and were originally intended for enrichment, although they are utilized by families as child care alternatives. The majority of these programs do not serve school-age children when school is not in session.

**Supply of Child Care – Full and Part-Time Combined**

<b>Number of Slots</b>	<b>Sutter County</b>	<b>Yuba County</b>
Infant/Toddler	339	416
Preschool	2,089	1,519
School-age	2,047	1,660
<b>Total</b>	<b>4,475</b>	<b>3,595</b>

The following table details, by age group, the number of children in each county whose parents are in the work force, and thus require full-time care. These numbers include all family income levels.

**Demand for Full-Time Child Care**

<b>Children with all parents in the work force</b>	<b>Sutter County</b>	<b>Yuba County</b>
Infant/Toddler	2,512	1,930
Preschool	1,136	1,465
School-age	6,793	5,245
<b>Total</b>	<b>10,441</b>	<b>8,640</b>

The table below indicates the gap in available care for both counties. Calculations were made using the total of both full and part-time slots that are available. As a result, there is no gap noted for preschool services. However, when the number of available full-time slots are separated from the part-time slots, there is an undersupply of full-time services in both counties for children in all age groups, indicating an on-going significant need in the Yuba-Sutter community. The availability of full-time child care is essential to creating a stable, productive work force.

**Gap in Available Full-Time Child Care**

<b>Difference Between Supply and Demand</b>	<b>Sutter County</b>	<b>Yuba County</b>
Infant/Toddler	(2,189)	(1,514)
Preschool	953	54
School-age	(4,746)	(3,585)
<b>Total</b>	<b>(5,982)</b>	<b>(5,045)</b>

## Subsidized Child Care

Working families whose income falls at or below 70% of the State Median Income are eligible for subsidized child care services. These services are offered through Head Start, State Preschool, the Yuba College Child Development Center, CalWORKS, Family Child Care Home Education Network (FCCHEN) and the Alternative Payment Program. FCCHEN and the AP Program are administered through Children's Home Society. In the following table, the needed number of full-time subsidized child care spaces is listed.

**Demand for Full-Time Subsidized Child Care Services**

	<b>Sutter County</b>	<b>Yuba County</b>
Infant/Toddler	2,552	1,956
Preschool	1,344	1,048
School-age	6,656	5,245
<b>Total</b>	<b>10,552</b>	<b>8,249</b>

The demand for subsidized services far exceeds the current supply in both counties, as seen in the table below. In Sutter County there is an undersupply of 82% for infants, 89% for preschool, and 37% for school-age children. Yuba County has an undersupply of 84% for infants, 88% for preschool, and 26% for school-age children. As a result of the lack of available full-time preschool spaces, many families who otherwise require full-time care utilize part-day preschool services and must find another source of care to supplement their needs.

**Gap in Available Full-Time Subsidized Child Care Services**

<b>Difference Between Supply and Demand</b>	<b>Sutter County</b>	<b>Yuba County</b>
Infant/Toddler	(2,359)	(1,760)
Preschool	(94)	(151)
School-age	(4,885)	(3,471)
<b>Total</b>	<b>(2,972)</b>	<b>(2,416)</b>

Subsidized part-day preschool programs provide services for income-eligible families with at least one parent at home to obtain enrichment/school-readiness for their children, ages 3-4. The chart below shows an oversupply of part-day preschool spaces in both Sutter and Yuba Counties, however, many eligible families with both parents in the work force choose to enroll their children in the part-day programs and arrange for care with a relative, friend, or other provider for the remainder of their work day in order to secure safe and affordable care. The current reimbursement system for State Preschool Programs also favors the use of funds for operating part-day programs, as opposed to the full-time services many families need.

**Part-Day Preschool Availability**

	<b>Sutter County</b>	<b>Yuba County</b>
Demand – Total Children	658	387
Supply of Part-Day Spaces	796	828
<b>Difference = Spaces - Children</b>	<b>138 (surplus)</b>	<b>441 (surplus)</b>



## Specialized Child Care

There are children and families in the Yuba-Sutter community who require more specialized child care services. These families include those with children who have special needs, families whose parents' whose primary work is in the migrant work force, and those families accessing child care services while in the process of family preservation or maintenance with Child Protective Services. Children accessing child care services in conjunction with Child Protective Services receive first priority for spaces within subsidized care.

The count of children in migrant families who could utilize services is more difficult to reliably estimate. According to percentages obtained from Migrant Student Information Network (WestEd) in 2011, it is estimated that there may be 953 children ages 0-12 from migrant families in Sutter County, and 354 children in Yuba County. The number of child care spaces specifically for children from migrant families is 161 in Sutter County. This count includes infant/toddler and preschool. From these figures, there is clearly an undersupply of care that specifically meets the needs of migrant families and their children ages 0-4.

Families with children who have special needs utilize child care services at a lower rate due to their children's unique needs. For those families who do require care, there are limited services in either county for full-time or part-day child care specifically intended for children with special needs. Head Start programs may waive eligibility requirements for children with special needs who are ages 3-5 and have an Individualized Education Plan (IEP) or ages 0-2 with an Individual Family Service Plan (IFSP) until their programs reach a 10% enrollment of children with special needs. In addition, there is one part-day preschool classroom within the Yuba City Unified School District in Sutter County with spaces set aside specifically for children with special needs. The Sutter County Superintendent of Schools and the Yuba County Office of Education each operate part-day, classroom-based preschool programs for children with moderate to severe special needs. The number of children with and IFSP or IEP are as follows:

<b>Children with Special Needs</b>		
	<b>Sutter County</b>	<b>Yuba County</b>
IFSP (ages 0-2)	71	42
IEP (ages 3-5)	107	111
IEP (ages 6-12)	1,323	1,309
<b>Total</b>	<b>1,501</b>	<b>1,462</b>

*Source: Alta California Regional Center, California Department of Education, Special Education Division, County Office of Education*

## Cost of Child Care

The charts below list the weekly cost of early care and education, by age and type of care, within the Yuba-Sutter community. These figures reflect the cost of subsidized and non-subsidized care in private centers and family child care homes (FCC). Subsidized care provided in centers and family child care homes is reimbursed at 75-85% of the regional market rate, while care provided in license-exempt settings is reimbursed at 70% of the family child care rate.

## Regional Market Rates and Subsidized Child Care Reimbursement Rates

### Sutter County

Regional Market Rates	Center Full-time Maximum	Center Part-time Maximum	FCC Full-time Maximum	FCC Part-time Maximum
Infants/Toddlers	308.50	214.61	193.79	143.16
Preschool	272.02	163.26	174.96	127.39
School-age	183.45	120.95	160.13	124.51

Source: California Department of Education, Early Education and Support Division

### Yuba County

Regional Market Rates	Center Full-time Maximum	Center Part-time Maximum	FCC Full-time Maximum	FCC Part-time Maximum
Infants/Toddlers	308.85	214.87	180.83	141.90
Preschool	266.78	162.97	164.88	122.80
School-age	183.28	119.84	152.53	108.72

Source: California Department of Education, Early Education and Support Division

## Public Engagement Process

The CCPC utilized a public engagement process involving public hearing held in both Sutter and Yuba Counties, and a family survey available online and by hard copy. A total of 790 family surveys were collected and reviewed for information regarding child care in the community. The families represented in the surveys report the following characteristics:

### Number of Children in the Household, By Age Group

Under 2 Years Old	2 – 5 Years Old	6 – 8 Years Old	9 – 12 Years Old	13 – 17 Years Old	Total Children
211	799	305	226	148	1,689

### Languages Spoken in the Household

Language	English	Spanish	Punjabi	Hmong	Other
Number of Households	569	286	120	14	11
Percentage of Households	72%	36%	15%	2%	1%

(The percentages add up to more than 100% due to some households speaking more than one language.)



When asked about challenges in their experiences with care in the past 12 months, 48% of responses indicated no problems regarding child care. Of the responses that did indicate challenges, the following reasons were noted:

Cost	Transportation	Location of Care	Hours of Care	Trust of Staff	Program Content	Program Unavailable/Waiting List	Lack of Special Needs Services	No Problem
19%	10%	7%	11%	5%	1%	8%	.1%	57%

(Percentages based on the total number of responses – 790.)

The response in the category “Other Problem” listed the lack of infant care available in the community. Additionally, 18% of respondents indicated a change in care arrangements one or more times during the past year, resulting in a disruption in the continuity of care for their children.

General comments regarding early care and education from the community are:

- Nothing, I am very happy with the program and very happy with the teachers
- I always thanks to teacher
- I don't need any other kind of help at home right now. If we need anything, I will let you guys know. Thank you
- NO, preschool is good by the school district.
- Biggest issue with child care is finding childcare that's affordable and available in the early morning or late nights (5am or until 11pm)
- Que me ayudan mucho con tenerlo en la escuela aaprenden
- There should be more preschools for every 3 years of age. We should have more programs of children care in our area where children can get benefits from.
- Solo trabajo poco tiempo es por eso que casi no los doy a cuidar.
- Need more one on one care
- Child Care is very expensive. I struggle finding day care from July to October because my mom wants seasonal.
- It's hard to find child care for me that is open past 5 o'clock.
- Me gustaria que la pudieran cuidar para poder hir yo ala escuela , gracias

- I need child care. I want to go to school.
- My child is good in study if we are leaving in preschool. She is very nice and smart learning.
- I am a full time student, each semester I schedule classes at night, because I have no child care. Child care is important for me to go to my counseling appts 7 school meetings. I usually take my children to every meeting.
- Amazing school teacher as teacher aids this program has helped my children. Thank you.
- It would be nice if the class started at the same time as the other classes.
- It will be nice if the class was open when the school starts because sometimes we need to come late to one class because we are dropping kids at K.
- Que deberia haber mas centro para educacion temprana para que los ninos se desarrollen mas rapidos.
- Expaner mas tiempo para recogerlos en casos de emergencias.
- Transportation
- All my kids are under my supervision. Times when I get child care it is with family members. Depending on the days for cost, not a scheduled to pay weekly.
- This program is helpful because I'm at stay at home mom with no income for the moment and I was able to get my son in school at no cost. He loves school and I love being able to help him jump start his education.
- The program where my child attends is great. Great teachers love them.
- I think the need of more centers like Bernard Children Center because the wiating lists are long because there is a limit of students that they can serve.
- Love this school, teacher & teacher aid are amazing .
- This program is really good. It has helped a lot with my son and the teachers are really good. Thank you!
- He is good in study, good playing and behaving and learning a lot. Respecting each other and staff is really good. We love the staff.

- My child is good in study if we are leaving in preschool. She is very nice and smart leaving.
- Husband stays home with the 2 year old
- She is good now when she came in preschool, she just want little leaving for small learning for ABC & 123
- My son and I are very happy with the program. Thank you so much for teaching
- Gracias por cuidar y educar ami hijo y enseñar.
- Me gustaria saber ma acerca del cuidado de nino desues de clases.
- Esta muy bien pero me gusta para ninos mas pequenos todo lo demas esta muy bien/
- I work nights to stay at home with our children too hard to trust anyone now of days.
- I really like the state preschool my son is in, he got in fast and I love the staff
- After school program only allowing non english speaking or homework help children is not ok (April Lane)
- We need an after school program that would run until 5:00pm-5:30pm
- More hours in preschool 5 hours instead of 3 hours
- 11 year old is autistic; family child care only
- I hope the birthday for a child to start changes
- ADHD accommodations
- I need child care for 2-3 hours. Can I please have phone numbers of babysitter and school age care
- Transportation
- Help with childcare payment information, is an urgent for me been a single parent.
- Really like the program
- We are doing just fine with our current situation. Thank you

- Ride home
- Need more affordable
- More hours for my son would be better
- I'm a stay at home mom with kids in school, no need for child care
- My special needs child has been very sick but plan on enrolling her this coming school year
- Due to cost of child care, I have to find family or friend who can watch her on a weekly basis, sometimes daily. I've applied twice for CHS no response.
- My youngest daughter age 5 years is in her 2nd year at a state preschool and enjoys the teacher, her friends and learning!
- I have many family and friends who help when I need a child care provider.
- Everything is well, I like the care.
- Cost is a huge issue
- I wish that more programs took one year olds
- I think a lot more families should be approved for CHS. Even if you're working, childcare is very expensive and even a little gov. assistance would help.
- Can be difficult but managed
- Love the program and teachers. Just wish it was longer, personally don't feel like 3 hours are long enough.
- Because I couldn't find affordable child care in which I trusted the provider or staff. I have put my education on hold for the moment until the youngest is a little bit older.
- I don't need childcare yet, I would like to put my youngest in a good program but need to find one I can afford.
- Everything is good-why is there a lot of individuals that need help with children.
- I'm a stay at home mom so I only need childcare for appts or no children events. My 4 year old is in preschool and only use children for after school now and then.

Families within the Yuba-Sutter community state the need for more available early care and education services, particularly infant and full-time, year round care. Families express their appreciation for a safe and developmentally appropriate place to receive education for their children; however, many families struggle to pay for these services. Locating programs near to families' work, home, or school is also an expressed need. Families see the benefits that early childhood education brings to themselves, their children, and the community and request that these services increase in availability, affordability, and convenience to meet their diverse needs, which include non-traditional schedules. Early care and education services are an investment in our present and future work force and the health of our community, from infancy through the adult years.

**THE CHILD CARE PLANNING COUNCIL  
WOULD LIKE TO THANK THE FOLLOWING AGENCIES  
FOR THEIR ASSISTANCE IN COMPILING THIS DOCUMENT:**

Sutter County Superintendent of Schools  
Yuba County Office of Education  
Sutter County Board of Supervisor  
Yuba County Board of Supervisors  
Yuba City Unified School District  
Brittan Elementary School District  
Marcum-Illinois Unified Elementary School District  
Twin Rivers Charter Academy  
Marysville Joint Unified School District  
Wheatland Elementary School District  
Yuba Community College District  
Live Oak Child Care Center  
Beale Air Force Base Child Development Center  
Children's Home Society of California  
E Center Head Start  
Migrant Student Information Network (WestEd)  
Sutter County Health and Human Services  
Yuba County Health and Human Services  
California Child Care Coordinators Association

# LOCAL CHILD CARE PLANNING COUNCIL (LPC) COUNTY NEEDS ASSESSMENT TEMPLATE (revised Nov 2014)

County: Yuba	County Code:	Date Submitted:
Contact:	Phone:	Email:

## DEMOGRAPHICS

Section 1: Number of Children in the County by Age Cohorts				Section 2: Percent of Children K-12 by Race/Ethnicity		Section 3: Child Population (grades K-12) by Threshold Languages		
Ages	1a. Number	Age Totals		Ethnicity	%	Language	3a. Number	3b. %
<1	1019	1.b 0-2 yr olds:		Hispanic or Latino	38.0%	Spanish	1,957	77.8%
1	1213	3,294		American Indian or Alaskan Na	0.8%	Vietnamese	2	0.1%
2	1062			Asian American	13.0%	Cantonese		
3	1224	1.c 3 & 4 yr olds:		Pacific Islander	0.3%	Hmong	410	16.3%
4	1029	2,252		African American	2.0%	Filipino	14	0.6%
5	1284	1.d 5-12 yr olds:		White, Not Hispanic	38.8%	Korean	2	0.1%
6-12	7951	9,235		Multiracial/ethnic	5.0%	Mandarin	2	0.1%
Total:	14782			Not reported	2.0%	Other Punjabi	55	2.2%
						Other Lao	14	0.6%
						Other Urdu	8	0.3%

Section 1 Source: Census; American Community Survey from American Institutes of Research Databrowser

Section 2 Source: CA Dept of Ed; Dataquest

Section 3 Source: CA Dept of Ed; Dataquest



<b>SPECIAL NEEDS</b>				
Section 4: Number of Children Who Have an Individualized Family Services Plan (IFSP) or an Individualized Education Plan (IEP) by Age Group			Section 5: Number of Children Served in child Protective Services	
Age Group	4a. with IFSP	4b. with IEP	5a. In the CPS Sytem by Age Group	5b. Referred for Child Care by Age Group
0-2	42		Unable to report	
3 & 4		111		
5-12		1,309		

Section 4 Sources: local Regional Centers, COEs and SELPAs

Section 5 Sources: County Child Welfare Department

<b>INCOME</b>				
Section 6: Number of Children in Families Receiving CalWORKS by Age and Stage				
Age Group	Stage 1	Stage 2	Stage 3	
0-2	36	10	3	
3 & 4	25	11	8	
5-12	102	21	24	
Section 7: Estimated Number of Children by Income Category, by Age				
Age Group	7.a At or Below Federal Poverty (Eligible for Head Start)	median income (Eligible for State Subsidy)	Above 70% SMI	
0-2	968	1621	2033	
3 & 4	662	1108	1145	
5-12	2706	4544	4691	
Section 8: Number of Children in Migrant Families (50% or more of income is from Migrant Work)				
Children in Migrant Families 0-12		354		

Section 6 Source: CDE 801A Enrollment Data on AIR Databrowser

Section 7 Source: Census and AIR Databrowser



# LOCAL CHILD CARE PLANNING COUNCIL (LPC) COUNTY NEEDS ASSESSMENT TEMPLATE (revised Nov 2014)

Section 8 Source: County Office of Education or CDE

DEMAND FOR CHILD CARE AND DEVELOPMENT SERVICES			
Demand Populations	Ages 0-2	Ages 3 and 4 yr olds	Ages 5-12 yr olds
Section 9: Number of Children in families with working parents who are at or below 70% SMI	1,956	1,048	5,131
Section 10: Number of children with all parents in the workforce (all income levels)	1,930	1,465	5,245
Section 11: Number of 3 & 4 yr olds with at least 1 non-working parent (all income levels)		788	
Section 12: Number of 3 & 4 yr olds with at least 1 non-working parent in family at or below 70% SMI		387	

Section 9-12 Source: Census / American Community Survey analysis by AIR Databrowser

LOCAL CHILD CARE PLANNING COUNCIL (LPC) COUNTY NEEDS ASSESSMENT TEMPLATE (revised Nov 2014)

CAPACITY			
Section 13: Licensed Capacity for Age Groups			
Spaces	13a. Infants (0-2)	13.b Preschool (3 & 4)	13.c School-Age (5-12)
Licensed Centers	127	1,126	176
Licensed Family Child Care Homes*	129	285	102
License-Exempt Centers**	200	100	1,382

\* Spaces by age for FCCCHs may be an estimate rather than actual

\*\* Number of spaces in License -exempt are self-reported or estimated

Section 13 Sources: CA Community Care Licensing, Resource & Referral Agencies

COST OF CARE: COUNTY REGIONAL MARKET RATES ALLOWED FOR STATE SUBSIDY				
Section 14: Weekly Regional Market Rates by Age and Type of Care				
Center Regional Market Rates	Center Full-time Maximum	Center Full-Time Average	Center Part-Time Maximum	Center Part -Time Average
Infant/Toddler	\$309		\$215	
Preschool	\$267		\$163	
School-Age	\$183		\$120	
Family Child Care Home Regional Market Rates	FCCH Full-time Maximum	FCCH Full-Time Average	FCCH Part-Time Maximum	FCCH Part -Time Average
Infant/Toddler	\$181		\$142	
Preschool	\$165		\$123	
School-Age	\$153		\$109	

Section 14 Source: CA Dept of Education

# CHILDREN ENROLLED IN STATE AND FEDERAL CHILD CARE AND DEVELOPMENT SUBSIDY PROGRAMS

Section 15: Children served in Subsidized Child Care and Development Subsidy Programs (point in time)			
Funding /Program Type	Infant Toddlers (0-2)	Preschool (3 & 4 yr olds)	School-Age (5-12)
Full-Day Center (CCTR)	14	10	43
CA State Preschool (CSPP) Full-day			
CA State Preschool (CSPP) Part-day		643	
FCCH Networks	4	6	11
Migrant			
Handicap Program			
Alternative Payment (voucher)	21	31	31
CalWORKS Stage 1	36	25	102
CalWORKS Stage 2	10	11	21
CalWORKS Stage 3	3	8	24
Head Start		163	
Early Head Start	108		
Other			1375

Section 15 Sources: CA Dept of Education on AIR Databrowser and, for Stage 1, County Social Service Agency

UNMET NEED

Section 16: County Unmet Need By Type of Care and Age Group

Type of care needed	Infant Toddler (0-2)		Preschool (3 & 4)		School-Age 5-12	
	Number	%	Number	%	Number	%
16a. Full-time care for working parents	1,514	78%	-54	-4%	3,585	68%
16b. Full-time care for working families eligible for State subsidy	1,760	90%	151	14%	3,471	68%
16c. Part time Preschool for enrichment / school readiness (all incomes)			-18	-2%		
16d. Part time Preschool for enrichment/ school readiness and eligible for state subsidy			-441	-114%		



## SUTTER-YUBA BEHAVIORAL HEALTH

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



**Tony Hobson, Ph.D.**

*Assistant Director of Health and Human Services*

*Director of Behavioral Health*

**Administration Services**

**(530) 822-7200**

**FAX (530) 822-7627**

### STAFF REPORT

DATE: August 8, 2017

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director of Health and Human Services for Behavioral Health

SUBJECT: Adopt Resolution Authorizing Use of Unencumbered Mental Health Services Act Funds to Support a Regional Housing Project in Partnership with the Regional Housing Authority and Yuba County

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**Recommendation:** It is recommended that the Board of Supervisors adopt a Resolution Authorizing Use of Unencumbered Mental Health Services Act Funds to support a Regional Housing Project in partnership with the Regional Housing Authority and Yuba County.

**Background & Discussion:** The Mental Health Services Act (MHSA) was a voter initiative passed in November of 2004. Under this initiative, individuals with incomes in excess of one million dollars per year are levied an additional 1% income tax to pay for expanded mental health services statewide. Sutter-Yuba Behavioral Health (SYBH) oversees a special revenue fund with a restricted fund balance of \$1,547,676.75 in MHSA Funds dedicated to supportive housing and housing assistance to target populations identified in the Welfare and Institutions Code (W&I), Section 5600.3, including the following:

- Seriously emotionally disturbed children or adolescents.
- Adults and older adults who have a serious mental disorder.
- Adults or older adults who require or are at risk of requiring acute psychiatric inpatient care, residential treatment, or outpatient crisis intervention because of a mental disorder with symptoms of psychosis, suicidality, or violence.

The County of Sutter, the County of Yuba and the Regional Housing Authority have worked collaboratively to plan for a regional supported housing development at Lot 1, APN: 53-443-008 & 53-470-053 located at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991 (Regional Housing Project). Sutter Yuba Behavioral Health (SYBH) requests approval to use Mental Health Services Act (MHSA) housing funds toward the completion of this project with regional impact.

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**\*SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969\***

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Adult Outpatient Services: 822-7200  
Wellness & Recovery: 822-7200  
Forensic Services: 822-7200

**TTY-CRS 800-735-2929**

Psychiatric Emergency Services: 673-8255  
Psychiatric Health Facility: 822-7209  
Substance Use Disorder Services: 822-7200

Youth Services: 822-7513  
Children's System of Care: 822-7478  
Prevention Services: 674-1885



The proposed Resolution is necessary for the Regional Housing Authority to move forward with further pre-planning efforts.

**Past Consideration of the Board:** This item has not been considered by the Board previously.

**Alternatives:** The Board could decide not to adopt the Resolution and not use the MHSA Funds for the Regional Housing Project and dedicate the monies to an alternative project. This alternative is not recommended.

**Other Department or Agency Involvement:** The Regional Housing Authority and Sutter County Health and Human Services have worked collaboratively to identify a draft housing plan for the Project planned at Lot 1, APN: 53-443-008 & 53-470-053, at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991.

**Action Following Approval:** Sutter-Yuba Behavioral Health will continue to work with the Regional Housing Authority, Yuba County and Sutter County on finalizing a housing plan and properly allocate and use the MHSA Funds.

**Fiscal Impact:** This Resolution has no impact on the County General Fund.

**Attachments or Document Enclosures:**

Resolution

<P:\MH Contracts\2017 CONTRACTS\Resolution-MHSA Housing Fund Commitment YUBA .doc>

BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF YUBA, STATE OF CALIFORNIA

RESOLUTION OF THE BOARD OF  
SUPERVISORS DEDICATING  
UNENCUMBERED MENTAL HEALTH  
SERVICES ACT FUNDS FOR SUPPORTED  
HOUSING FOR THE SERIOUSLY MENTALLY  
TO A REGIONAL HOUSING PROJECT IN  
PARTNERSHIP WITH THE REGIONAL  
HOUSING AUTHORITY AND THE COUNTY  
OF YUBA

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

WHEREAS, Sutter-Yuba Behavioral Health (SYBH) oversees a special revenue fund with a balance of \$1,547,676.75 in Mental Health Services Act (MHSA) Funds dedicated to supportive housing assistance to the target populations identified in the Welfare and Institutions Code (W&I), Section 5600.3.

WHEREAS, the County of Sutter, the County of Yuba and the Regional Housing Authority have worked collaboratively to plan for a regional supported housing development at Lot 1, APN: 53-443-008 & 53-470-053 located at the Richland Housing Complex at 448 Garden Highway, Yuba City, California 95991 (Regional Housing Project).

WHEREAS, SYBH has followed the community planning process identified in W&I, Section 5848 to determine the use of the funds and will include the use of funds in the next MHSA Annual Update, identified in W&I, Section 5847 and will account for the expenditure of those MHSA Funds in the Annual Revenue and Expenditure Report, identified in W&I, Section 5899.

WHEREAS, the County of Sutter and the County of Yuba shall both approve RESOLUTION NO. \_\_\_\_\_ to finalize the community planning process and dedicate the MHSA Funds to the Regional Housing Project.

NOW, THEREFORE, BE IT RESOLVED that the County of Yuba supports the encumbrment of the MHSA Funds by the County of Sutter for the Regional Housing Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, this 8th day of August 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM

COURTNEY C. ABRIL

COUNTY COUNSEL

BY: Courtney C. Abril

# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Services, Scott Bryan

**SUBJECT:** Adopt resolution to proclaim local emergency due to Flood Waters.

**DATE:** August 22, 2017

**NUMBER:** 311/2017

*Recommendation:*

The Board of Supervisors adopt a resolution proclaiming an ongoing local emergency in the County of Yuba due to the inundation of floodwaters.

*Background*

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

*Discussion:*

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclaim a local emergency until the end of the incident period per *Govt. Code Section 8630(c)*. This proclamation of emergency will be presented to the Board for review and renewal no less than once every thirty days. Per *Govt. Code Section 8630(d)* this proclamation of emergency shall be terminated as soon as reasonably possible.

*Committee:*

There was no committee action due to this being an on-going Board of Supervisors item.

*Fiscal Impact:*

Fiscal impacts have yet to be fully determined.

*Attachments:* 311/2017: Flood Waters Resolution



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

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO FLOOD WATERS IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS,** County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS,** extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

**WHEREAS,** Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

**WHEREAS**, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

**WHEREAS**, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

**WHEREAS**, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  


# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Services, Scott Bryan

**SUBJECT:** Adopt Resolution to proclaim local emergency due to Historic Rainfall.

**DATE:** August 22, 2017

**NUMBER:** 312/2017

*Recommendation:*

The Board of Supervisors adopts a resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Historic Rainfall.

*Background:*

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

*Discussion:*

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing floodwater inundation, the damages cannot yet be calculated. Therefore, it is recommended that your Board proclaim a local emergency until the end of the incident period per *Govt. Code Section 8630(c)*. This proclamation of emergency will be presented to the Board for review and renewal no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

*Committee:*

There was no committee action due to this being an on-going Board of Supervisors item.

*Fiscal Impact:* The total fiscal impact has yet to be determined.

*Attachments:* 312/2017: Historic Rainfall Resolution

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

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO HISTORIC RAINFALL IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS,** County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS,** conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

**WHEREAS,** The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

**WHEREAS,** local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

**WHEREAS,** on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

**WHEREAS,** on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; and

**WHEREAS,** the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

**WHEREAS,** this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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**NOW, THEREFORE, IT IS HEREBY PROCLAIMED,** that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:       DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
APPROVE AS TO FORM:  
COUNTY COUNSEL

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

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO HISTORIC RAINFALL IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS**, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS**, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

**WHEREAS**, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and



**WHEREAS**, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

**WHEREAS**, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

**WHEREAS**, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

**WHEREAS**, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_



# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Services, Scott Bryan

**SUBJECT:** Adopt resolution to proclaim local emergency due to tree mortality.

**DATE:** August 22, 2017

**NUMBER:** 313/2017

*Recommendation:*

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

*Background:*

On January 17, 2014, Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

*Discussion:*

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

*Committee:* Item had no committee action due it being an on-going item before the Board of Supervisors.

*Fiscal Impact:* Costs to alleviate this issue are unknown.

*Attachments:* 313/2017: Tree Mortality Resolution

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

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO TREE MORTALITY IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS**, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS**, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

**WHEREAS**, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

**WHEREAS**, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

**WHEREAS**, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

**WHEREAS**, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

**WHEREAS**, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

**WHEREAS**, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of An ongoing local emergency due to tree mortality; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED,** that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  


# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Services, Scott Bryan

**SUBJECT:** Office of Emergency Services: Adopt resolution proclaiming the existence of an ongoing local emergency due to Oroville Dam Spillway Event.

**DATE:** August 22, 2017

**NUMBER:** 228/2017

*Recommendation:*

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Spillway Event.

*Background:*

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in mandatory evacuations for the majority of the residents in Yuba County.

*Discussion:*

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

*Committee:*

This item was not brought to committee because it is an ongoing item proclaimed during a local emergency, previously approved by the board.

*Fiscal Impact:*

Damage to private and public property cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

*Attachments:* 228/2017: Oroville Dam Event Resolution



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

**RESOLUTION:**

**THE BOARD OF SUPERVISORS  
ADOPT A RESOLUTION  
PROCLAIMING THE EXISTENCE OF  
AN ONGOING LOCAL EMERGENCY  
DUE TO THE OROVILLE DAM EVENT**

)  
)  
)  
)  
)  
)

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

**WHEREAS**, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

**WHEREAS**, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

**WHEREAS**, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

**WHEREAS**, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and



**WHEREAS**, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

**WHEREAS**, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

**WHEREAS**, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

**WHEREAS**, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

**WHEREAS**, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

**WHEREAS**, on February 14, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

**WHEREAS**, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

**NOW, THEREFORE IT BE SOLVED**, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

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**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

Countney C. Harris

# *The County of Yuba*

## **Administrative Services**

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**TO:** Board of Supervisors

**FROM:** Administrative Services, Doug McCoy

**SUBJECT:** Administrative Services - Authorize the chair to execute an assignment of lease agreement between the County of Yuba, BC Air, LLC, and John Ferguson

**DATE:** August 22, 2017

**NUMBER:** 370/2017

### *Recommendation*

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject "Assignment of Lease Agreement and Consent Thereto."

### *Background*

The principle owner of BC Air, LLC, has transferred the ownership of the private hangar located at the Yuba County Airport to John Ferguson.

### *Discussion*

This is a ground lease site that accommodates a privately-owned 1,760 sf aircraft hangar.

### *Committee Action:*

This item was not presented to the Public Facilities Committee as it is a ground lease assignment and considered routine.

### *Fiscal Impact:*

There are no costs associated with this agenda item that would impact the General Fund. The lease agreement provides the airport with \$844 annual revenue.

*Attachments*

370-2017 Assignment of airport hangar lease from BC Air to John Ferguson

## ASSIGNMENT OF LEASE AGREEMENT AND CONSENT THERETO

**ASSIGNMENT OF LEASE AGREEMENT AND CONSENT THERETO**, dated \_\_\_\_ day of August, 2017, by and between BILL SCHMIDT, doing business as BC AIR, LLC, ("Assignor"), and JOHN FERGUSON, ("Assignee"), and the COUNTY OF YUBA ("County").

### WITNESSETH

**WHEREAS**, on October 8, 2013, a Lease Agreement was executed by and between the County and B.C. Schmidt Construction with respect to real property owned by the County, situated at the Yuba County Airport; and

**WHEREAS**, B.C. Schmidt Construction, assigned all rights, title, and interest in and under the lease to BC Air, LLC, (Assignor) in assignment dated August 11, 2015; and

**WHEREAS**, Assignor desires to assign all rights, title, and interest in and under the Lease Agreement to Assignee due to the results of legal proceedings that transferred ownership of the aircraft hangar building located on the real property to Assignee; and

**WHEREAS**, pursuant to the terms of the Lease Agreement, any such assignment can be made only with the prior consent of the County;

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the following facts and circumstances and the mutual covenants hereinafter set forth, the parties hereto covenant as follows:

1. Assignor does hereby grant, convey, sell, sign, and set over to Assignee the following lease, to wit: a Lease Agreement dated October 8, 2013, between the County of Yuba and B. C. Schmidt Construction, and assigned to BC Air, LLC, in assignment dated August 11, 2015, the said real property situated at the Yuba County Airport, more particularly described as: Yuba County Airport Terminal Area, Master Lease Map, Site Number 11, Hangar #5,

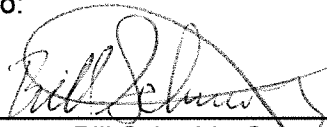
approximately 1,760 square feet, as shown on the map herein marked Exhibit A and by this reference incorporated herein and made a part hereof.

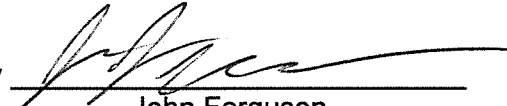
2. Assignee and its successors and assigns shall have and hold said Lease Agreement for and during all the rest, residue, and remainder of the term of the lease and any extension thereof.

3. Assignee shall be bound by and hereby agree to perform each and all the terms, covenants, and conditions of said Lease Agreement.

4. Upon execution of this Assignment of Lease Agreement and Consent Thereto by the parties hereto, the Assignor shall be released from the terms, covenants, and conditions of the Lease Agreement, dated October 8, 2013.

The foregoing is consented and agreed to:

By   
Bill Schmidt, Owner  
BC Air, LLC  
"Assignor"


By   
John Ferguson  
"Assignee"

COUNTY OF YUBA

By \_\_\_\_\_  
Chairman

ATTEST: DONNA A. STOTTLEMEYER  
Clerk of the Board of  
Supervisors

Approved as to form:

  
County Counsel

## ASSIGNMENT OF LEASE AGREEMENT AND CONSENT THERETO

**ASSIGNMENT OF LEASE AGREEMENT AND CONSENT THERETO**, dated \_\_\_\_ day of May, 2015, by and between B.C. SCHMIDT CONSTRUCTION, ("Assignor"), and BILL SCHMIDT, doing business as "BC AIR, LLC, ("Assignee"), and the COUNTY OF YUBA ("County").

### WITNESSETH

**WHEREAS**, on October 8, 2013, a Lease Agreement was executed by and between the County and Assignor with respect to real property owned by the County, situated at the Yuba County Airport; and

**WHEREAS**, Assignor desires to assign all rights, title, and interest in and under the Lease Agreement to Assignee due to the results of legal proceedings that transferred ownership of the aircraft hangar building located on the real property to Assignee; and

**WHEREAS**, pursuant to the terms of the Lease Agreement, any such assignment can be made only with the prior consent of the County;

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the following facts and circumstances and the mutual covenants hereinafter set forth, the parties hereto covenant as follows:

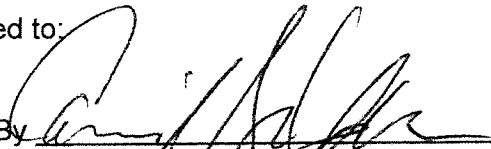
1. Assignor does hereby grant, convey, sell, sign, and set over to Assignee the following lease, to wit: a Lease Agreement dated October 8, 2013, between the County of Yuba and B. C. Schmidt Construction, the said real property situated at the Yuba County Airport, more particularly described as: Yuba County Airport Terminal Area, Master Lease Map, Site Number 11, Hangar #5, approximately 1,760 square feet, as shown on the map herein marked Exhibit A and by this reference incorporated herein and made a part hereof.

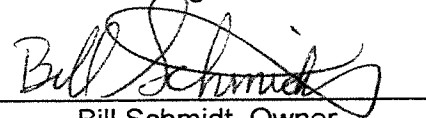
2. Assignee and its successors and assigns shall have and hold said Lease Agreement for and during all the rest, residue, and remainder of the term of the lease and any extension thereof.

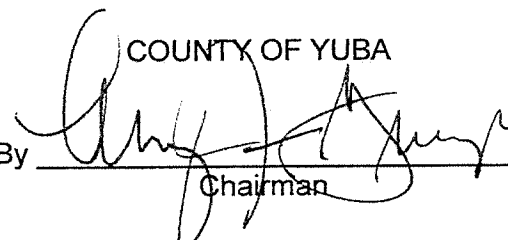
3. Assignee shall be bound by and hereby agree to perform each and all the terms, covenants, and conditions of said Lease Agreement.

4. Upon execution of this Assignment of Lease Agreement and Consent Thereto by the parties hereto, the Assignor shall be released from the terms, covenants, and conditions of the Lease Agreement, dated October 8, 2013.

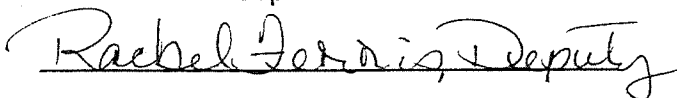
The foregoing is consented and agreed to:

By   
Carrie Schmidt, Owner  
B.C. Schmidt Construction  
"Assignor"

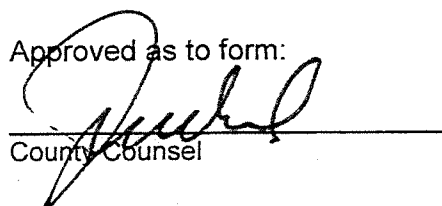
By   
Bill Schmidt, Owner  
BC Air, LLC  
"Assignee"

COUNTY OF YUBA  
By   
Chairman

ATTEST: DONNA A. STOTTLEMEYER  
Clerk of the Board of  
Supervisors

  
Rachel Ferris, Deputy

Approved as to form:

  
County Counsel



## AIRPORT LEASE AGREEMENT

**THIS LEASE** made and entered into this 23 day of August, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and B.C. SCHMIDT CONSTRUCTION, hereinafter called "Lessee."

### WITNESSETH

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

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

**WHEREAS**, pursuant to the provisions of Section 50478, Government Code, Lessor is authorized to lease all or any portion of said property for the construction and maintenance of hangars, service shops, structures, and other conveniences for airport purposes; and

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

### **NOW, THEREFORE, IT IS HEREBY AGREED:**

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

Yuba County Airport Terminal Area  
Master Lease Map  
Site Number 11 Hangar #5  
(1,760 square feet)

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of July, 2013. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.04 cents per square foot of building area per month or Seventy Dollars and 40/100 (\$70.40), payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

B. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or One Hundred Forty and 80/100 Dollars (\$140.80).

4. OTHER CHARGES AND FEES:

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

5. PENALTIES: Payments not made by the 10<sup>th</sup> of the month are subject to a late fee as established by the Board of Supervisors. In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 44 ft x 40 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

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

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

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

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

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

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

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

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of

rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

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

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

8. OPERATIONS: Lessee's approved operation at Airport is pursuant to the provisions of Part 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. The hangar is not to be used as a commercial repair/maintenance shop. No maintenance on the aircraft shall be performed in the hangar without the prior written approval of airport except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Painting is strictly prohibited. Lessee shall at all times and at its own cost and expense have all its owned or operated aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have

final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this lease and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

9. USE OF COMMON AREAS:

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

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

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall

promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 10 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason of Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

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

12. INSURANCE: Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability

insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

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

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

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

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

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

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

14. MAINTENANCE AND REPAIR:

Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the



same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

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

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

17. ASSIGNMENT OR SUBLEASE:

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

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

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

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

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

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

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

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

attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation.

23. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

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

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

To County At:

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

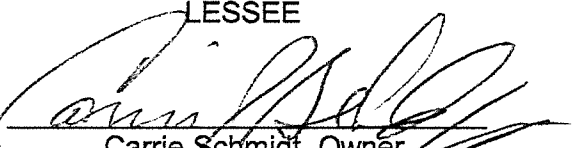
To Lessee At:

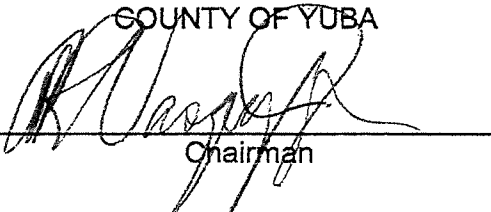
P. O. Box 1557  
Williams, CA 95987

Copy to:

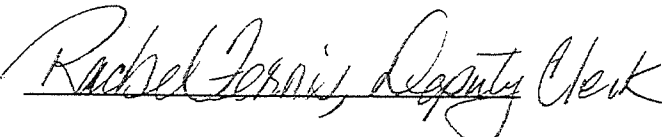
Yuba County  
County Counsel  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

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

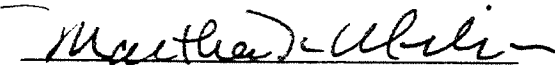
LESSEE  
By:   
Carrie Schmidt, Owner

COUNTY OF YUBA  
By:   
Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
Of Supervisors

  
Rachel Fournier, Deputy Clerk

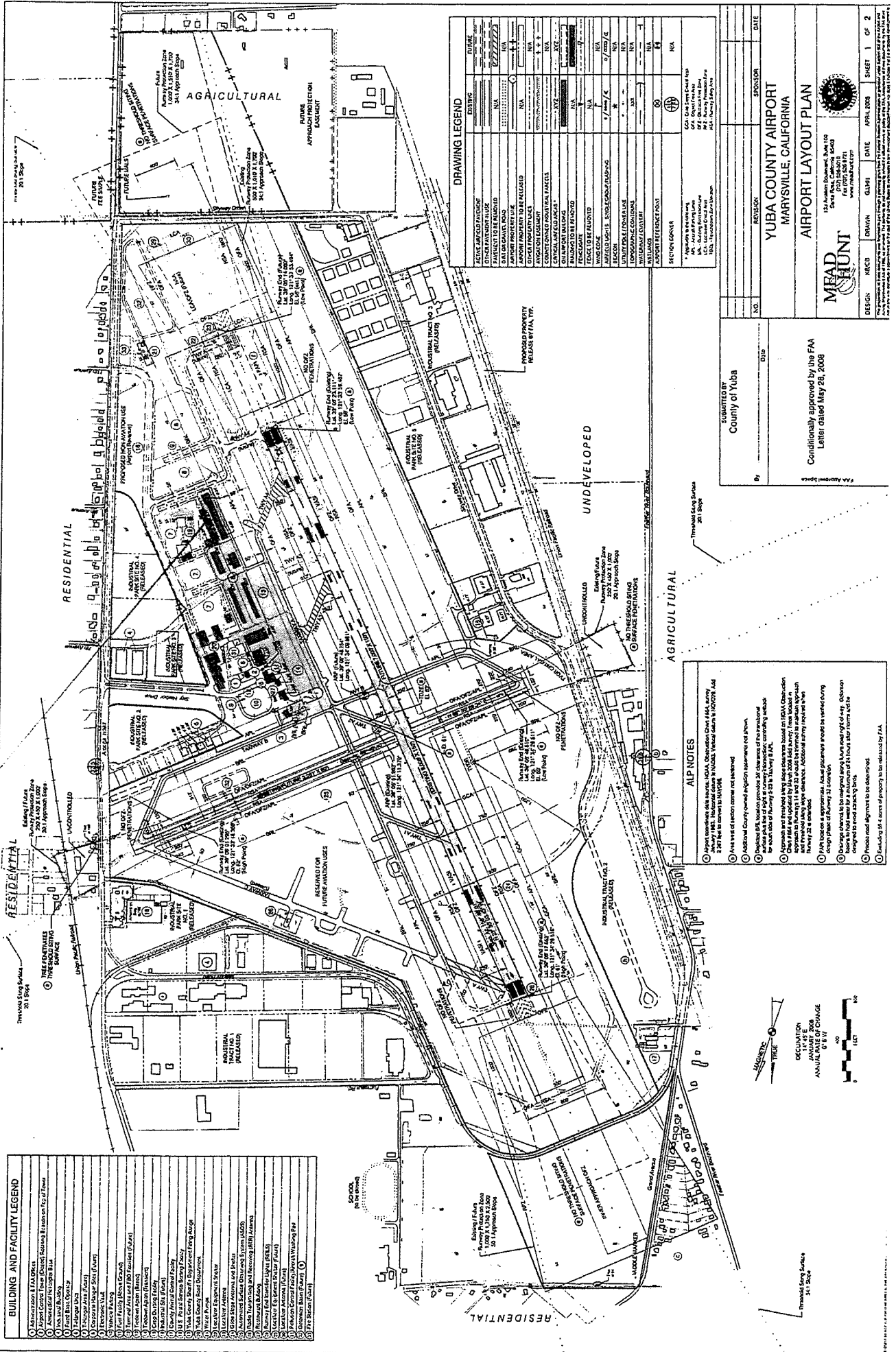
REVIEW OF INSURANCE:

  
Risk Manager

APPROVED AS TO FORM:

  
County Counsel

Lot 11, Flanagan #5



## **EXHIBIT B**

### **FEDERAL AVIATION ADMINISTRATION ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **Attachment C – Insurance Provisions**

LESEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESEE, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
*(Not required if LESEE provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to LESEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### **Other Insurance Provisions**

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

***Additional Insured Status***

**COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, **LESEE's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of LESEE's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

***Waiver of Subrogation***

LESEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESEE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

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

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LESEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

LESEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

LESEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**Special Risks or Circumstances**

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

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

By Rachel Dennis, Deputy  
Date: October 8, 2013

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

By Rachel Dennis  
Date: Aug 12, 2015

# *The County of Yuba*

## **Clerk of the Board of Supervisors**

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**TO:** Board of Supervisors

**FROM:** Clerk of the Board of Supervisors, Donna Stottlemeyer

**SUBJECT:** Clerk of the Board of Supervisors: Reappoint Martha Waltz to the Wheatland Cemetery District as a Director with a term ending August 13, 2021.

**DATE:** August 22, 2017

**NUMBER:** 368/2017

### ***Recommendation***

Reappoint Martha Waltz to the Wheatland Cemetery District with a term ending August 13, 2021.

### **Background**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

### **Discussion**

This is a scheduled vacancy due to the expiration of Ms. Waltz term. Ms. Waltz has served the Wheatland Cemetery District since April 2015 and would like to continue in this capacity.

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

**Committee Action:** None required.

**Fiscal Impact:** None due to appointment.

# *The County of Yuba*

## **Clerk of the Board of Supervisors**

---



**TO:** Board of Supervisors

**FROM:** Clerk of the Board of Supervisors, Donna Stottlemeyer

**SUBJECT:** Appoint Mimi Mathews as Assessment Appeals Board No. II Alternate; and appoint Kuldip Atwal as Board Member with terms ending September 7, 2020.

**DATE:** August 22, 2017

**NUMBER:** 369-2017

### **Recommendation**

Fill vacancies to the Assessment Appeals Board No. II by moving Mimi Mathews to the Alternate position with a term ending September 7, 2020; and appoint Kuldip Atwal to the Board position with a term ending September 7, 2020.

### **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. Board Member Mrs. Mimi Mathews has indicated that she would not seek reappointment as a Board member when her term expires in September 2017. However, Mrs. Mathews is interesting in filling the Alternate position that has been vacant since January 2016.

Mr. Kuldip Atwal meets all the required qualifications; has been a licensed real estate broker since 2012, and has been serving as an Alternate since May 2012. In light of the expressed interest, it would be appropriate to make the appointment at this time.

As a matter of information, the Board of Supervisors has the authority to discontinue the assessment appeals board effective on the first Monday of September in any year and serve as the Board of Equalization.

### **Committee Action**

This was brought directly to the Board for consideration.

### **Fiscal Impact**

Board members are compensated \$75 per hour with a daily minimum of \$150 and no maximum pursuant to Section 4.60.030 of the Ordinance Code.

# *The County of Yuba*

## **Health and Human Services Department**

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**TO:** Board of Supervisors

**FROM:** Health and Human Services Department  
Jennifer Vasquez, Director  
Erich Runge, Program Manager

**SUBJECT:** Resolution authorizing the Health and Human Services Department to enter into Agreement with the California Department of Social Services for the Resources Family Approval Program

**DATE:** August 22, 2017

**NUMBER:** 372/2017

### *Recommendation*

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to enter into Agreement with the California Department of Social Services (CDSS) for the Resource Family Approval (RFA) program for the period of January 1, 2017 through June 30, 2019, and further authorizing the Chair to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, agreements, amendments and subsequent documents related to the RFA program.

### *Background*

Pursuant to California Welfare and Institutions Codes, section 16519.5 et seq., the Resource Family Approval (RFA) program was created to provide a unified family friendly, and child-centered resource family approval process to replace the existing multiple processes for licensing foster family homes, certifying foster homes by licensed foster family agencies, approving relatives and nonrelative extended family members as foster care providers, and approving guardians and adoptive families.

### *Discussion*

The County and CDSS have identified services and activities to be provided by CDSS in order to expedite the delivery of services to children and non-minor dependents who reside in an approved resource family home.

*Committee Action:*

The Human Services Committee was by-passed as this is a routine item and there is no impact to any other Department or the General Fund.

*Fiscal Impact:*

General Fund –	None
Non-General Fund –	None
Source of Funds –	N/A

*Attachments*

372/2017 Resolution Resource Family Approval Program

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

**RESOLUTION AUTHORIZING THE HEALTH  
AND HUMAN SERVICES DEPARTMENT  
(HHSD) TO ENTER INTO AGREEMENT  
WITH THE CALIFORNIA DEPARTMENT OF  
SOCIAL SERVICES FOR THE RESOURCE  
FAMILY APPROVAL (RFA) PROGRAM FOR  
THE PERIOD OF JANUARY 1, 2017  
THROUGH JUNE 30, 2019, AND FURTHER  
AUTHORIZING THE CHAIR TO EXECUTE  
ANY DOCUMENTS OR AMENDMENTS  
RELATED TO THIS PROGRAM**

---

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

**WHEREAS**, pursuant to California Welfare and Institutions Codes, section 16519.5 et seq., the Resource Family Approval (RFA) program was created to provide a unified family friendly, and child-centered resource family approval process to replace the existing multiple processes for licensing foster family homes, certifying foster homes by licensed foster family agencies, approving relatives and nonrelative extended family members as foster care providers, and approving guardians and adoptive families; and

**WHEREAS**, pursuant to Government Code section 30029.7, subdivision (a), the County and California Department of Social Services (CDSS) may enter into an agreement for CDSS to provide services or activities related to RFA; and

**WHEREAS**, the County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and non-minor dependents who reside in an approved resource family home.

**NOW, THEREFORE, BE IT RESOLVED**, the Yuba County Board of Supervisors hereby authorizes the Health and Human Services Department to enter into agreement with the California Department of Social Services for the Resource Family Approval program for the period of January 1, 2017 through June 30, 2019.

**BE IT FURTHER RESOLVED** that the Yuba County Board of Supervisors hereby authorizes the Chair to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, agreements, subsequent documents as related



to the RFA program and amendments to the agreement. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS  
  
\_\_\_\_\_

APPROVED AS TO FORM:  
COURTNEY C. ABRIL  
COUNTY COUNSEL

BY: \_\_\_\_\_

 (F012)

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Tim Young

**SUBJECT:** Approve plans, specifications and estimate and authorization for advertisement of bids for Feather River Blvd. Curve Correction project, and authorize Chair to execute.

**DATE:** August 22, 2017

**NUMBER:** 373/2017

### RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans and County Counsel approval, with a tentative bid opening date of September 12, 2017. The Specifications are available for review at Public Works.

### BACKGROUND:

This project will realign and reconstruct three curves on Feather River Blvd to improve safety for drivers. The curves are located along the southern portion of Feather River Blvd. The first curve improvement is located adjacent to the Shoei Foods processing facility approximately 1700' south of the Feather River Blvd and Algodon Road intersection. The second curve is located at the "S" curves approximately 5900' further south. The third curve is located an additional 3000' to the south. This project is funded through the federal Highway Safety Improvement Program (HSIP) funds with a local match provided by the County of Yuba.

### DISCUSSION:

This project consists of improving the alignment of three curves and reconstructing the roadway. The work in general will remove the existing roadway and place a new road section which includes 16" of aggregate base rock, 4" of hot mix asphalt. The project also includes placing shoulder backing, striping and culverts. The project is expected to be completed by December 2017. The Engineers Estimate for the construction and construction engineering is \$1,024,500.

COMMITTEE ACTION:

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

FISCAL IMPACT:

General Fund - None

Non-General Fund - 10% Local Match (\$102,450) from Gas Tax Exchange Dollars

Source of Funds - 90% (\$992,050) of Federal-aid money through the Highway Safety Improvement Program (HSIP)

*Attachments*

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	Yub	C.R.		1	47

# COUNTY OF YUBA DEPARTMENT OF PUBLIC WORKS

## PROJECT PLANS FOR CONSTRUCTION ON

### ALLEGHANY ROAD OVER OREGON CREEK

### BRIDGE REHABILITATION

#### INDEX OF PLANS

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL CROSS SECTIONS
3	LAYOUT
4	PROFILE AND SUPERELEVATION DIAGRAM
5	CONSTRUCTION DETAILS
6	CONTOUR GRADING AND ROCK SLOPE PROTECTION
7	DRAINAGE PROFILE
8-9	DRAINAGE DETAILS
10	DRAINAGE QUANTITIES
11	CONSTRUCTION AREA SIGNS
12	SIGN PLAN
13	SIGN QUANTITIES
14	EROSION CONTROL PLAN
15	EROSION CONTROL QUANTITIES
16	SUMMARY OF QUANTITIES

### FEDERAL HIGHWAY BRIDGE PROGRAM PROJECT

### FEDERAL AID PROJECT BLRO-5916(074)

### BRIDGE NO. 16C-0017

### CONTRACT NO. 2017-6010

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
STANDARD PLANS AND STANDARD SPECIFICATIONS DATED 2015  
AND YUBA COUNTY STANDARD PLANS DATED AUGUST 8, 2006



County of Yuba Department of Public Works  
915 Eighth Street Suite 125  
Marysville, CA 95901

**QUINCY ENGINEERING**  
QUINCY ENGINEERING INC  
11017 COBBLESTONE DRIVE,  
SUITE 100  
RANCHO CORDOVA, CA 95670

#### BENCHMARK

AS DETERMINED BY NGS  
THROUGH OPUS SOLUTIONS  
UTILIZING INDEPENDENT GPS  
OBSERVATIONS

#### DATUM INFORMATION

HORIZONTAL DATUM: CALIFORNIA STATE PLANE  
COORDINATE SYSTEM, ZONE 2  
VERTICAL DATUM: NAVD88

Approved:

DATE  
YUBA COUNTY BOARD OF SUPERVISORS, CHAIRMAN

*Michael Lee* 2/9/17  
MICHAEL LEE, P.E.  
YUBA COUNTY DIRECTOR OF PUBLIC WORKS  
RCE 55795 EXP 12/31/16

*D. J. Mossman* 1/31/17  
PROJECT ENGINEER  
REGISTERED CIVIL ENGINEER



PLANS APPROVAL DATE  
THE COUNTY OF YUBA OR ITS  
OFFICERS OR AGENTS SHALL NOT BE  
RESPONSIBLE FOR THE ACCURACY OR  
COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

County Project No. **6010**

#### STRUCTURE PLANS

17	GENERAL PLAN
18	NOMENCLATURE
19	GENERAL NOTES NO.1
20	GENERAL NOTES NO.2
21	GENERAL NOTES NO.3
22	FOUNDATION PLAN
23	ABUTMENT 1 LAYOUT NO.1
24	ABUTMENT 1 LAYOUT NO.2
25	ABUTMENT 2 LAYOUT NO.1
26	ABUTMENT 2 LAYOUT NO.2
27	ABUTMENT DETAILS NO.1
28	ABUTMENT DETAILS NO.2
29	ABUTMENT DETAILS NO.3
30	TRUSS REHABILITATION PLAN
31	TRUSS DETAILS NO.1
32	TRUSS DETAILS NO.2
33	TRUSS DETAILS NO.3
34	FLOOR BEAM/CROSS BRACING DETAILS NO.1
35	FLOOR BEAM/CROSS BRACING DETAILS NO.2
36	ROOF TRUSS REHABILITATION
37	ROOF REHABILITATION
38	SIDING/SHED REHABILITATION DETAILS
39	BARRIER AESTHETIC TEXTURE DETAILS
40	ABUTMENT AESTHETIC TEXTURE DETAILS
41	RETAINING WALL LAYOUT NO.1
42	RETAINING WALL LAYOUT NO.2
43	CANTILEVER SOLDIER PILE WALL DETAILS
44	SOLDIER PILE WALL LAGGING DETAILS
45	LOG OF TEST BORINGS NO.1
46	LOG OF TEST BORINGS NO.2
47	USBR ENGINEERING GEOLOGY FIELD DESCRIPTORS

#### LOCATION OF CONSTRUCTION

#### ALLEGHANY ROAD BRIDGE

#### BR. NO. 16C-0017

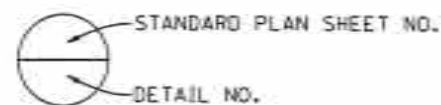


#### VICINITY MAP

NTS

THE STANDARD PLANS LIST APPLICABLE TO THIS  
CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS  
AND SPECIAL PROVISIONS BOOK.

#### CALTRANS STANDARD PLANS DATED 2015



THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)  
OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS,"  
ON PAGE 1 OF THE SPECIAL PROVISIONS

PROJECT ENGINEER DATE DESIGN ENGINEER DATE  
V. DOCTOLERO 8-16 K. PANAYOTOV 8-16

**T-1**

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Tim Young

**SUBJECT:** Approval of plans, specifications and estimate and authorization for advertisement of bids for Mathews Lane and Ramirez Road Farm to Market pavement resurfacing

**DATE:** August 22, 2017

**NUMBER:** 380/2017

### RECOMMENDATION:

Approval of Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans and County Counsel approval, with a tentative bid opening date of September 19, 2017. The Specifications are available for review at Public Works.

### BACKGROUND

Mathews Lane and Ramirez Road is the primary transportation route serving several thousand acres of prime farmland east of State Route 70 and north of State Route 20. The route also provides access to major processing/packaging facilities located along State Route 70 and Mathews Lane. Both Mathews Lane and Ramirez Road have weight restrictions of 22 tons. This project will entail rehabilitating approximately 3.6 miles of pavement on Mathews Lane and 2.6 miles of Ramirez Road from Mathews Lane to Fruitland Road. The work will consist of removing failed sections of roadway and placing full depth asphalt concrete (digouts), placing pavement reinforcing fabric, overlaying the roadway, placing shoulder backing material and thermoplastic traffic markings and striping.

### DISCUSSION

Poor roadway conditions inhibit truck movements between neighboring farms, local processing/packaging facilities, and regional markets. Trucks transporting agricultural goods lose produce off trailers due to rough road conditions and incur higher vehicle maintenance costs due to the poor road conditions. Existing weight limits will be removed after reconstruction. This will enable truck traffic to haul typical legal loads instead of being limited to 22 tons. This will enhance access to major processing/packaging facilities and regional markets. The project is primarily funded through the

Regional Surface Transportation Program (RSTP) under the Farm to Market subcategory. The Engineer's Estimate for construction and construction engineering for this project is \$2,335,400

COMMITTEE ACTION:

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

FISCAL IMPACT

General Fund:	None
11.47% - Local Funding, Road Fund:	\$267,900
88.53% - Federal Funding (RSTP):	\$2,067,500

*Attachments*



# *The County of Yuba*

## **Community Development and Services Agency**

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**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Community Development and Services Agency: Receive notice of Final Map TM 2015-0005, The Orchard Phase Two-2 under review, pending approval.

**DATE:** August 22, 2017

**NUMBER:** 386/2017

### *Recommendation*

Receive notice pursuant to Section 66458(d) of the California Government Code that a Final Map for Tract Map No. 2015-0005 is ready for recordation.

### *Discussion / Background*

The attached notice provides pertinent details of the proposed map.

### *Attachments*

# The County of Yuba

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## Community Development & Services Agency

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**Kevin Mallen, Director**

Phone – (530) 749-5436 • Fax – (530) 749-5434  
915 8<sup>th</sup> Street, Suite 125  
Marysville, California 95901  
www.co.yuba.ca.us



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

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

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

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

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

DATE: August 22, 2017

TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: MICHAEL LEE, COUNTY SURVEYOR  
SUBJ: FINAL MAPS UNDER REVIEW PENDING APPROVAL

\*\*\*\*\*

### NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Development Code §11.41.050, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval:

**Tract Map No. 2015-0005, The Orchard Phase Two-2, for John Mourier Construction, portion of APN 019-731-001**

This map, consisting of 5 sheets, encompasses a total of 7.72 acres and is a portion of Phase 2 of the original conditionally approved Tentative Subdivision Tract Map 2003-16, The Orchard. Situated north of the previously filed Phase 1 and Phase 3, it consists of 50 single family residential lots lying north of Riverbank Drive between Goldfields Parkway and Seedling Way.

Offers of dedication to be accepted include interior roads, pedestrian and landscape easements, public service easements, storm drain easements and wall maintenance easements.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2003-16.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

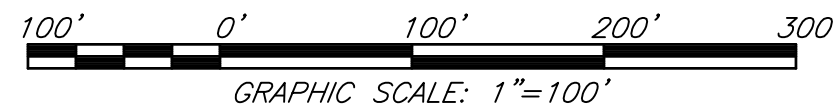
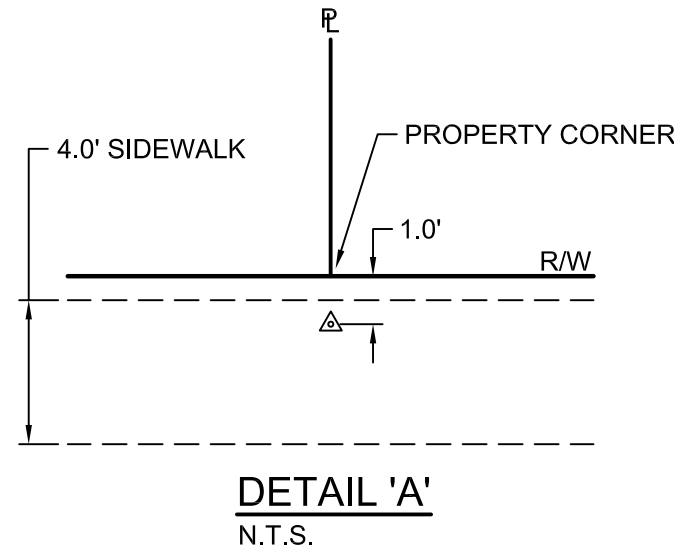
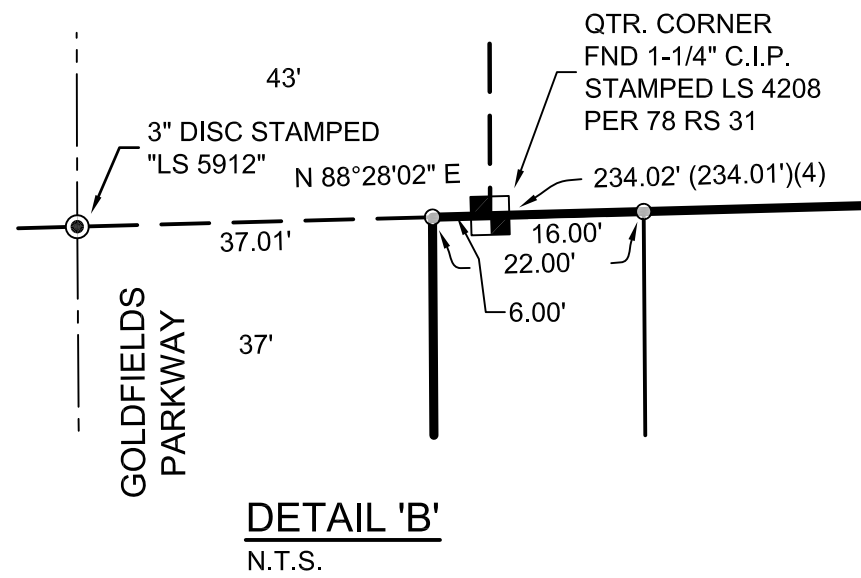
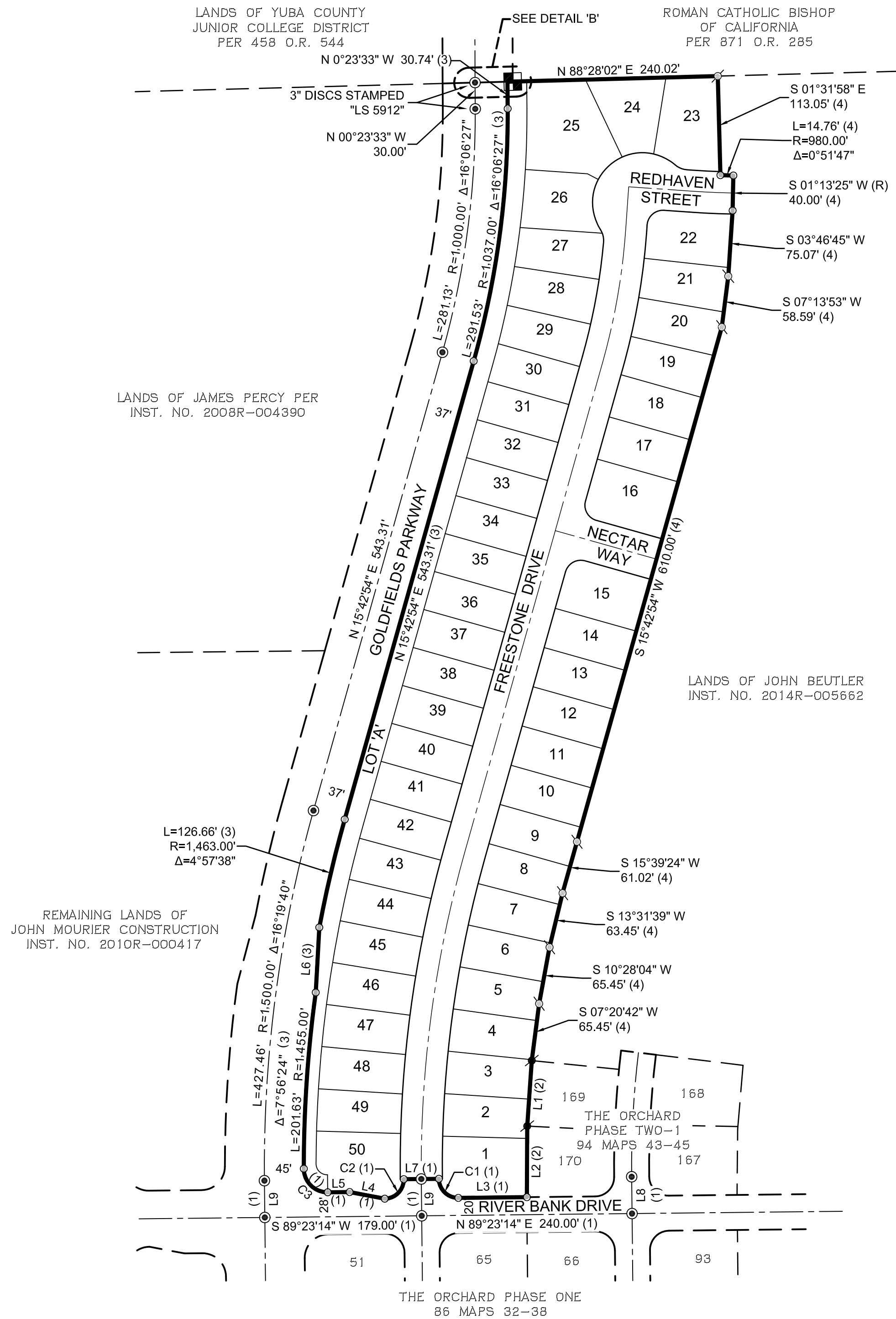
  
\_\_\_\_\_  
Michael Lee, County Surveyor



## A circular professional seal for Michael Glen Lee, a Licensed Land Surveyor in the State of California. The seal features the text "LICENSED LAND SURVEYOR" at the top, "MICHAEL GLEN LEE" in the middle, "No. 7853" below the name, and "STATE OF CALIFORNIA" at the bottom. Two five-pointed stars are positioned on the left and right sides of the seal.

- JOB NO. 09-06-042

S:\BWEG Jobs\2009 Jobs\09-06-042 The Orchard - Phase 2\Final Map\Phase Two-2.dwg SHEET 2, 5/18/2017 3:20:43 PM, David Cobbs



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	74.94'	S 3° 59' 45" W
L2	81.11'	S 0° 16' 22" W
L3	78.20'	S 89° 23' 14" W
L4	40.74'	N 79° 17' 21" W
L5	24.99'	S 89° 23' 14" W
L6	74.41'	N 3° 07' 56" E
L7	40.00'	S 89° 23' 14" W
L8	42.00'	N 0° 36' 46" W
L9	42.00'	N 0° 36' 46" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	34.56'	22.00'	90° 00' 00"	N 45°36'46" W	31.11'
C2	34.56'	22.00'	90° 00' 00"	S 44°23'14" W	31.11'
C3	42.66'	27.00'	90° 31' 18"	N 45°21'07" W	38.36'

# THE ORCHARD PHASE TWO-2 UNIT 1

A PORTION OF THE "REMAINING LANDS OF OWNER JOHN MOURIER CONSTRUCTION" AS SHOWN ON TRACT MAP NO. 2003-16, "THE ORCHARD PHASE ONE" AND FILED IN BOOK 86 OF MAPS, AT PAGES 32-38, BEING A PORTION OF SECTION 28, T. 15 N., R. 4 E., M.D.M.

YUBA COUNTY  
SEPTEMBER, 2017

STATE OF CALIFORNIA

SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 2 of 5

## LEGEND:

- P.S.E. PUBLIC SERVICE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- P.E. PEDESTRIAN EASEMENT
- (R) RADIAL BEARING
- DIMENSION POINT
- ⊘ SET 3/4" REBAR W/ PLASTIC CAP STAMPED "LS 7820"
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- (2) RECORD PER "THE ORCHARD PHASE TWO-1" 94 MAPS 43-45
- (3) RECORD PER GRANT DEED TO YUBA COUNTY FILED AS INST. NO. 2007R-016982
- (4) RECORD PER GRANT DEED TO JOHN MOURIER CONSTRUCTION, INC., FILED AS INST. NO. 2010R-000417

## NOTES:

- THIS PROPERTY CONTAINS 7.724 ACRES WITH 50 SINGLE FAMILY LOTS NUMBERED 1 THROUGH 50, INCLUSIVE AND ONE ROAD AND LANDSCAPE LOT, LOT 'A'.
- THE EXTERIOR BOUNDARY OF THE LANDS ENCOMPASSED BY THIS SUBDIVISION WERE ESTABLISHED BY A LOT LINE ADJUSTMENT APPROVED BY THE COUNTY OF YUBA ON MAY 25, 2004 AS LLA2004-0014, AND FILED FOR RECORD IN YUBA COUNTY OFFICIAL RECORDS AT INSTRUMENT NO. 2004R-016621 AND CONVEYED TO THE OWNER BY DEED RECORDED AT INSTRUMENT NO. 2010R-000417.
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## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTER LINE OF RIVERBANK DRIVE AS SHOWN ON "THE ORCHARD PHASE ONE", 86 MAPS 32-38, Y.C.R., ESTABLISHED FROM MONUMENTS SHOWN AS FOUND HEREON AND TAKEN AS NORTH 89°23'14" EAST.

S:\BWEG Jobs\2009 Jobs\09-06-042 The Orchard - Phase 2\Final Map\Phase Two-2\0606042-PHASE TWO-2.dwg, SHEET 3, 5/18/2017 3:20:47 PM, David Cobbs

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C2	34.56'	22.00'	90° 00' 00"	S 44° 23' 14" W	31.11'

SEE SHEET 4

YUBA COUNTY TRACT NO. 2015-0005

# THE ORCHARD PHASE TWO-2

## UNIT I

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YUBA COUNTY  
SEPTEMBER, 2017

STATE OF CALIFORNIA  
SCALE: 1" = 40'

BAKER-WILLIAMS ENGINEERING GROUP  
Sheet 3 of 5

### LEGEND:

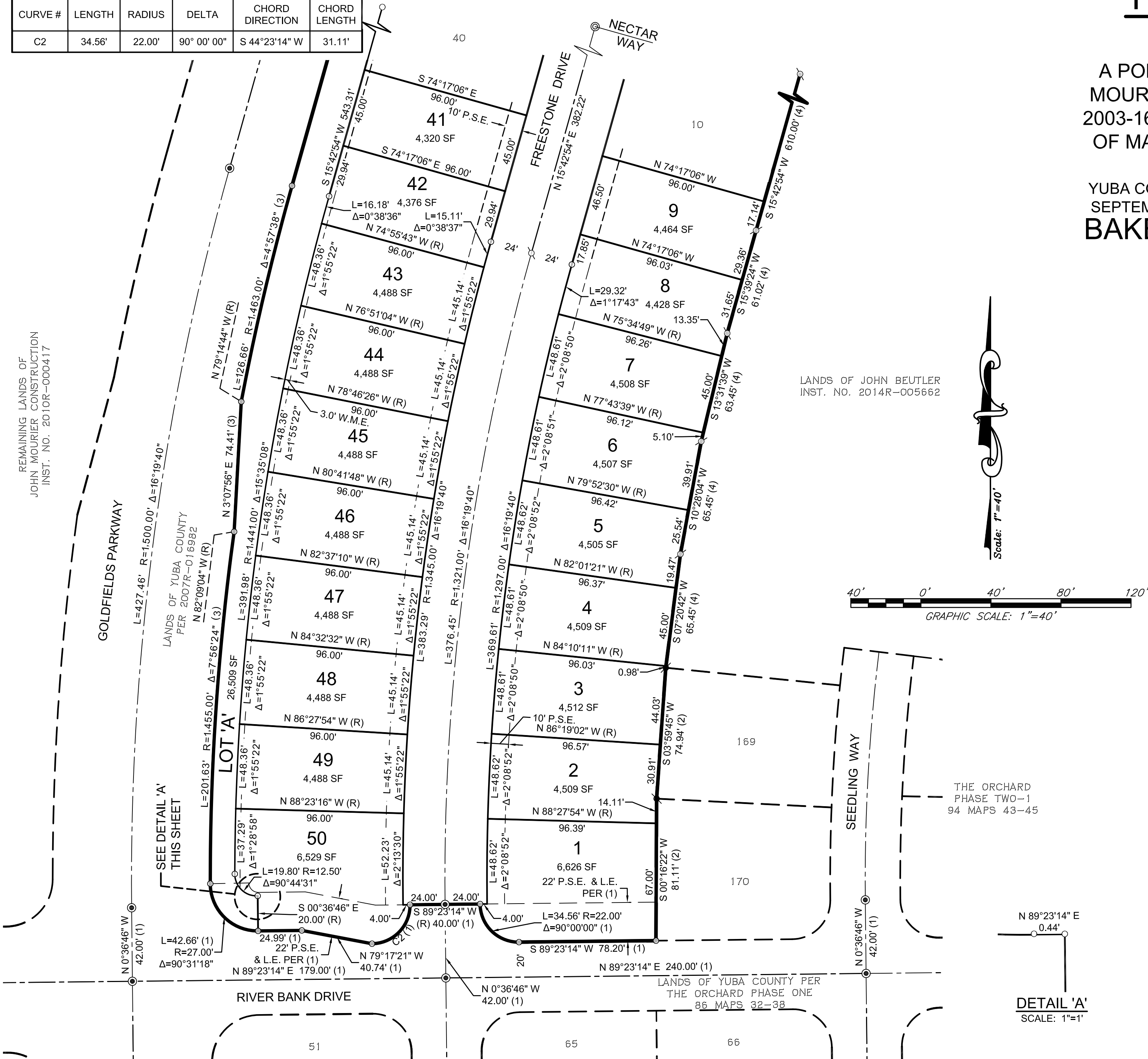
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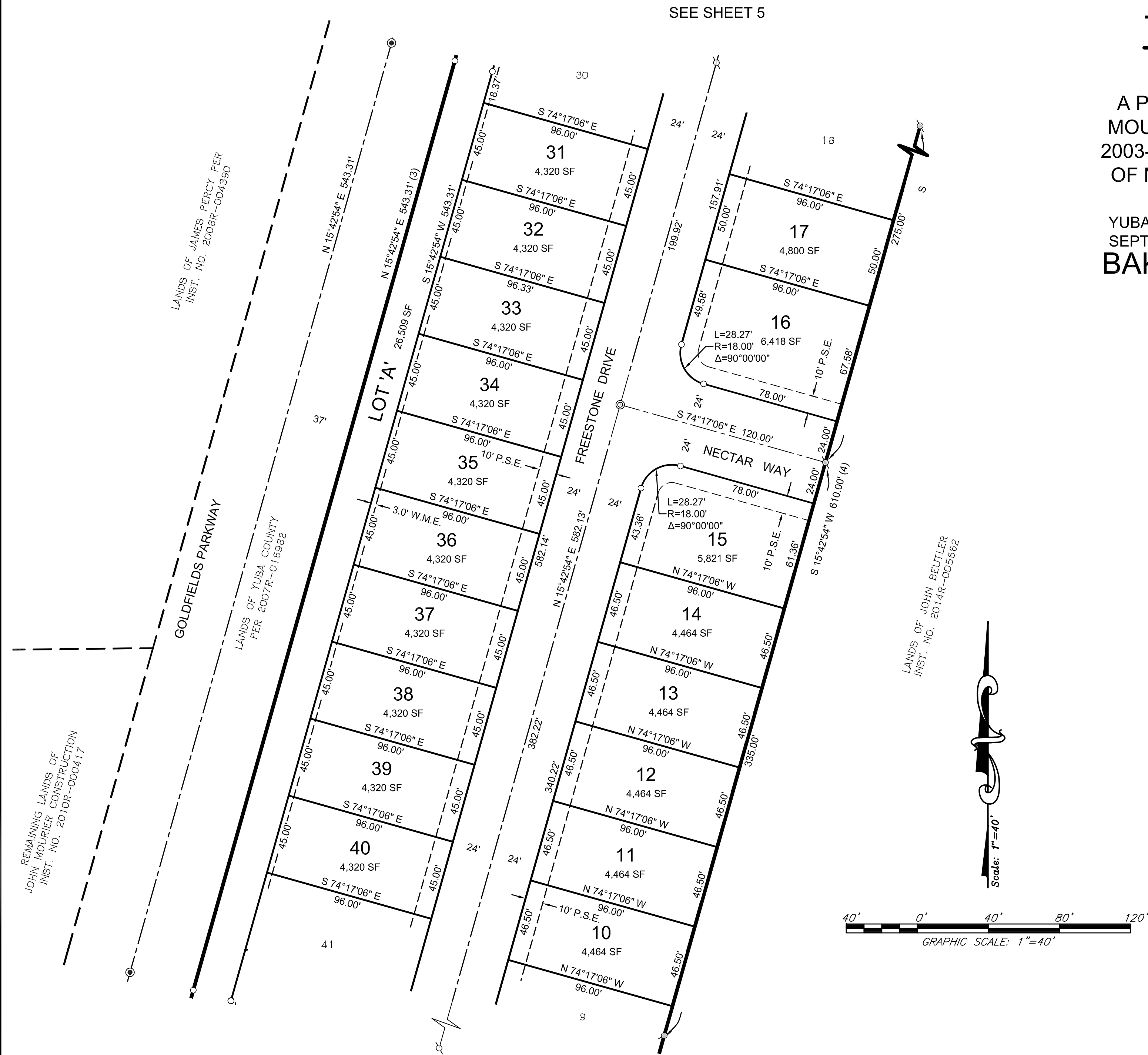
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DETAIL 'A'  
SCALE: 1"=1'

S:\BWEG Jobs\2009 Jobs\09-06-042 The Orchard - Phase 2\Final Map\Phase Two-2\0906042-PHASE TWO-2.dwg SHEET 4, 5/18/2017 3:20:52 PM, David Cobbs



YUBA COUNTY TRACT NO. 2015-0005

# THE ORCHARD PHASE TWO-2

## UNIT I

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YUBA COUNTY  
SEPTEMBER, 2017  
**BAKER-WILLIAMS ENGINEERING GROUP**  
Sheet 4 of 5

STATE OF CALIFORNIA  
SCALE: 1" = 40'

### LEGEND:

- |        |   |
|--------|---|
| P.S.E. | PUBLIC SERVICE EASEMENT   |
| L.S.E. | LANDSCAPE EASEMENT  |
| P.E.   | PEDESTRIAN EASEMENT   |
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THE ORCHARD PHASE TWO-2  
UNIT I

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YUBA COUNTY  
SEPTEMBER, 2017  
BAKER-WILLIAMS ENGINEERING GROUP

STATE OF CALIFORNIA  
SCALE: 1" = 40'

Sheet 5 of 5

LEGEND:

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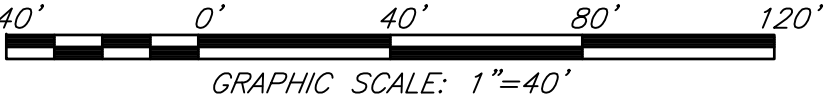
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LANDS OF YUBA COUNTY  
JUNIOR COLLEGE DISTRICT  
PER 458 O.R. 544

ROMAN CATHOLIC BISHOP  
OF CALIFORNIA  
PER 871 O.R. 285

LANDS OF JAMES PERCY PER  
INST. NO. 2008R-004390

LANDS OF JOHN BEUTLER  
INST. NO. 2014R-005662



Scale: 1"=40'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C4	28.27'	18.00'	90° 00' 00"	S 48°59'33" W	25.46'
C5	49.30'	1,024.00'	2° 45' 32"	S 87°23'13" E	49.30'
C6	48.32'	1,000.00'	2° 46' 07"	S 87°23'31" E	48.32'
C7	32.21'	976.00'	1° 53' 27"	S 86°57'11" E	32.21'
C8	14.80'	23.00'	36° 52' 12"	S 67°34'21" E	14.55'
C9	36.75'	57.00'	36° 56' 36"	S 84°25'14" W	36.12'
C10	4.61'	23.00'	11° 29' 27"	N 26°55'26" W	4.61'
C11	10.62'	23.00'	26° 26' 43"	N 7°57'21" W	10.52'
C12	15.23'	23.00'	37° 56' 10"	N 13°42'05" W	14.95'
C13	60.07'	57.00'	60° 22' 41"	S 2°28'49" E	57.33'

DETAIL 'A'  
SCALE: 1" = 20'

# *The County of Yuba*

## **Health and Human Services Department**

---



**TO:** Board of Supervisors

**FROM:** Health and Human Services Department  
Jennifer Vasquez, Director  
Tracy Bryan, Program Manager

**SUBJECT:** Authorize the transfer of funds from Account Number 101-4720-441.28-03 (County Medical Services Program County Participation Fee) to account number 233-5410-453.18-00 (Maintenance Building Improvement) for completion of the modular unit at 14Forward

**DATE:** August 22, 2017

**NUMBER:** 363/2017

### *Recommendation*

It is recommended that the Board of Supervisors authorize the transfer of funds in an amount not to exceed \$45,000 from account number 101-4720-441.28-03 (County Medical Services Program (CMSP) County Participation Fee) to account number 233-5410-453.18-00 (Maintenance Building Improvement) for completion of the modular unit at 14Forward.

### *Background*

Ampla Health donated a doublewide modular building to the Health and Human Services Department for use at 14Forward. Expenses associated with the refurbishment of the modular, including installation of American's with Disabilities Act (ADA) compliant stairs and an ADA compliant parking pad, were approximately \$45,000.

### *Discussion*

The action is necessary to complete the refurbishment to the donated modular. The Health & Human Services Department contacted the County Purchasing Agent to ensure compliance with county regulations in the selection process of the contractor(s). The Recommended Budget for fiscal year 2017-18 included a general fund appropriation for the CMSP County Participation Fee. After the

Recommended Budget was approved by your Board, the County was notified by the state that the County CMSP participation fee for FY2017-2018 would be waived. Since 14Forward provides services to CMSP clients, staff is recommending that a portion of the general fund appropriation previously approved for CMSP be re-directed towards the 14Forward modular rehab project.

*Committee Action:*

The Human Services Committee was by-passed and the item is being presented directly to the board

*Fiscal Impact:*

General Fund:	Redirect \$45,000 from CMPS County Participation fees
Non-General Fund:	None
Source of Funds:	Board Approved FY2017-18 general fund appropriation for CMSP County Participation fees

*Attachments*

363/2017 – 14Forward Budget Adjustment Request Form

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 2017-18

PREPARED BY/PHONE Pheng Lee 749-6833

[illegible]

Contributions/Donations: From CMSP County Participation Fee

BUDGET TRANSFER # \_\_\_\_\_  
(assigned by ACO)


MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING  
MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER:

SIGNATURE

DATE \_\_\_\_\_

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATA

#### 4) BOARD OF SUPERVISORS:

(If necessary)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY: \_\_\_\_\_

SIGNATURE DATE



# *The County of Yuba*

## **Administrative Services**

---



**TO:** Board of Supervisors

**FROM:** Administrative Services, Doug McCoy

**SUBJECT:** Approve budget transfer in the amount of \$18,384 for airport taxiway lighting regulator from airport capital improvement fund 131

**DATE:** August 22, 2017

**NUMBER:** 367/2017

### *Recommendation*

It is recommended that the Board approve a budget transfer in the amount of \$18,384 from the Airport Capital Improvement Fund 131 to the Airport Enterprise Fund 130 for the replacement of the Airport taxiway lighting regulator

### *Background*

The taxiway lighting regulator has a typical useful life of 40-50 years. It is estimated that the current regulator is 45 years old and can no longer be repaired. The taxiway lights provide guidance to aircraft operating at night for both departing and arriving aircraft. A Notice to Airman related to the outage is currently in place with the Federal Aviation Administration until the equipment is repaired.

### *Discussion*

The cost of the repair is estimated to be \$18,834 including installation, from Collins Electrical Company, Inc. of Sacramento. This is an unexpected and unbudgeted cost to the airport.

### *Committee Action:*

This item was not presented by the Public Facilities Committee in order to expedite the repair of the equipment. The airport cannot safely handle night landings without this equipment being operational.

*Fiscal Impact:*

General Fund Impact           None

Non-General Fund Impact    \$18,384

The Airport Capital Improvement Fund 131 has sufficient funds for the request. Fund 131 was established by the Board to fund airport capital improvements.

*Attachments*

367-2017 transfer from fund 131 to fund 130 for replacement of taxiway lighting regulator

**AUDITOR-CONTROLLER'S OFFICE**  
**JOURNAL ENTRY REQUEST FORM**

# *The County of Yuba*

## **Human Resources and Organizational Services**

---



**TO:** Board of Supervisors

**FROM:** Human Resources and Organizational Services, Cinthia Clark

**SUBJECT:** Adopt resolution amending Resolution No. 2017-83 related to the Extra Help Classification System Hourly Schedule.

**DATE:** August 22, 2017

**NUMBER:** 378/2017

### *Recommendation:*

Adopt the attached resolution amending Resolution No. 2017-83, the Extra Help Classification System Hourly Schedule, effective September 1, 2017.

### *Discussion:*

To administer the Student Intern & Volunteer Program Policy recently approved by your Board, it is proposed that the County establish an Intern extra help classification to provide an appropriate avenue for the limited exception provision. The basic hourly rate for the Intern classification will be equal to minimum wage.

### *Fiscal Impact:*

There is no fiscal impact at the time of adoption of this resolution. There will be a fiscal impact when a County department selects a paid intern, but that impact is unknown at this time.

### *Attachments*

378/2017 Amend Extra Help Hourly Schedule effective 9/1/17

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

RESOLUTION AMENDING RESOLUTION )  
No. 2017-83, THE EXTRA HELP )  
CLASSIFICATION SYSTEM )  
HOURLY SCHEDULE )  
\_\_\_\_\_ )

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

NOW, THEREFORE, BE IT RESOLVED that the Classification System – Basic Salary Schedule – Extra-Help is amended as follows effective September 1, 2017.

**DELETE:**

Classification	A	B	C	D	E	OT Code	WC Code	Range
Youth Worker			10.50			N	8810.1	1050

**ADD:**

Classification	A	B	C	D	E	OT Code	WC Code	Range
Intern	10.50	11.03	11.58	12.16	12.77	N	8810.1	1050

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following votes:

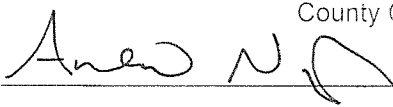
AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Courtney Abril  
County Counsel

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

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

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Van Boeck

**SUBJECT:** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization to advertise bids for Road Repairs to Briarwood Lane, Hokan Lane, Intanko Lane and Kapaka Lane pending approval from FEMA

**DATE:** August 22, 2017

**NUMBER:** 382/2017

### *Recommendation*

Approval of Specifications and Estimate and authorize the advertisement of bids, pending the Federal Emergency Management Agency (FEMA) approval, with a tentative bid opening date of September 20, 2017. The Specifications are available for review at the Public Works Department.

### *Background*

During the winter storms of January and February 2017, many roadways in the County were damaged due to the heavy rainfall. The County was included in the Disaster Declarations from the Governor for the early January and February storm events (4301-DR and 4308-DR), which were in turn declared federal disasters by the POTUS.

Briarwood Lane, Hokan Lane, Intanko Lane, and Kapaka Lane were damaged during these storm events by gravel being washed off the roadway.

The County submitted requests to FEMA and Cal OES for the repairs to these roads. The Public Works Department has been working with FEMA and Cal OES on the damage descriptions, scopes of work, and environmental reviews.

### *Discussion*

The road repairs consist of bringing in new aggregate base material to mix with the existing aggregate material and then regrading and shaping the roadways.

It is likely that FEMA and Cal OES will reimburse the County the bulk of the cost for the work when the project is finished and complete. However, staff has been unable to obtain formal approval/authorization for the work from FEMA due to the lengthy bureaucratic process. In a perfect world, we would wait to perform the work until formal approval from FEMA so that the County is guaranteed reimbursement. Unfortunately, if we wait any longer for this approval, we will run out of time to perform the work before the next winter is upon us. The residents have been waiting a long time for the repairs and have been vocal about the dire need for them. Staff is requesting Board approval to proceed with advertising the work. Staff will return to the Board with the bid results and at that time a decision will need to be made whether to award the contract at-risk. There is a potential that staff will have FEMA approval of project scope prior to returning to the Board for award of the contract.

*Committee Action:*

The Land Use and Public Works Committee was bypassed due to the time constraints to complete the road repairs before next winter.

*Fiscal Impact:*

The estimated repair cost is \$265,000.

75%	- FEMA Reimbursement	\$198,750
18.75%	- State Reimbursement	\$49,687.50
6.25%	- Trust Fund 661	\$16,562.50

*Attachments*

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization to advertise bids for Road Repairs to Camp Far West Rd, Long Ravine Rd, Spenceville Rd, and Waldo Rd pending approval from FEMA with a bid opening date of September 20, 2017.

**DATE:** August 22, 2017

**NUMBER:** 383/2017

### *Recommendation*

Approval of Plans, Specifications and Estimate and authorize the advertisement of bids, pending the Federal Emergency Management Agency (FEMA) approval, with a tentative bid opening date of September 20, 2017. The Specifications are available for review at the Public Works Department.

### *Background*

During the winter storms of January and February 2017, many roadways in the County were damaged due to the heavy rainfall. The County was included in the Disaster Declarations from the Governor for the early January and February storm events (4301-DR and 4308-DR), which were in turn declared federal disasters by the POTUS.

Camp Far West Rd, Long Ravine Rd, Spenceville Rd and Waldo Rd were damaged during these storm events by gravel being washed off the roadway.

The County submitted requests to FEMA and Cal OES for the repairs to these roads. The Public Works Department has been working with FEMA and Cal OES on the damage descriptions, scopes of work, and environmental reviews.

### *Discussion*



The road repairs consist of bringing in new aggregate base material to mix with the existing aggregate material and then regrading and shaping the roadways.

It is likely that FEMA and Cal OES will reimburse the County the bulk of the cost for the work when the project is finished and complete. However, staff has been unable to obtain formal approval/authorization for the work from FEMA due to the lengthy bureaucratic process. In a perfect world, we would wait to perform the work until formal approval from FEMA so that the County is guaranteed reimbursement. Unfortunately, if we wait any longer for this approval, we will run out of time to perform the work before the next winter is upon us. The residents have been waiting a long time for the repairs and have been vocal about the dire need for them. Staff is requesting Board approval to proceed with advertising the work. Staff will return to the Board with the bid results and at that time a decision will need to be made whether to award the contract at-risk. There is a potential that staff will have FEMA approval of project scope prior to returning to the Board for award of the contract.

*Committee Action:*

The Land Use and Public Works Committee was bypassed due to the time constraints to complete the road repairs before next winter.

*Fiscal Impact:*

The estimated repair cost is \$645,500.

75% -	FEMA reimbursement	\$484,125.00
18.75% -	State Reimbursement	\$121,031.25
6.25% -	County Road Fund	\$40,343.75

*Attachments*

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization to advertise bids for Road Repairs to Dry Creek Levee Rd, Ellis Rd, Hale Rd, Tanabe Rd, and Morrison Rd pending approval from FEMA with a bid opening date of September 20, 2017.

**DATE:** August 22, 2017

**NUMBER:** 384/2017

### *Recommendation*

Approval of Plans, Specifications and Estimate and authorize the advertisement of bids, pending the Federal Emergency Management Agency (FEMA) approval, with a tentative bid opening date of September 20, 2017. The Specifications are available for review at the Public Works Department.

### *Background*

During the winter storms of January and February 2017, many roadways in the County were damaged due to the heavy rainfall. The County was included in the Disaster Declarations from the Governor for the early January and February storm events (4301-DR and 4308-DR), which were in turn declared federal disasters by the POTUS.

Dry Creek Levee Rd, Ellis Rd, Hale Rd, Tanabe Rd and Morrison Rd were damaged during these storm events by gravel being washed off the roadway.

The County submitted requests to FEMA and Cal OES for the repairs to these roads. The Public Works Department has been working with FEMA and Cal OES on the damage descriptions, scopes of work, and environmental reviews

### *Discussion*

The road repairs consist of bringing in new aggregate base material to mix with the existing aggregate material and then regrading and shaping the roadways.

It is likely that FEMA and Cal OES will reimburse the County the bulk of the cost for the work when the project is finished and complete. However, staff has been unable to obtain formal approval/authorization for the work from FEMA due to the lengthy bureaucratic process. In a perfect world, we would wait to perform the work until formal approval from FEMA so that the County is guaranteed reimbursement. Unfortunately, if we wait any longer for this approval, we will run out of time to perform the work before the next winter is upon us. The residents have been waiting a long time for the repairs and have been vocal about the dire need for them. Staff is requesting Board approval to proceed with advertising the work. Staff will return to the Board with the bid results and at that time a decision will need to be made whether to award the contract at-risk. There is a potential that staff will have FEMA approval of project scope prior to returning to the Board for award of the contract.

*Committee Action:*

The Land Use and Public Works Committee was bypassed due to the time constraints to complete the road repairs before next winter.

*Fiscal Impact:*

The estimated repair cost is \$280,200.

75% -	FEMA Reimbursement	\$210,150.00
18.75% -	State Reimbursement	\$52,537.50
6.25% -	Road Fund	\$17,512.50

*Attachments*

# *The County of Yuba*

## **Community Development and Services Agency**

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**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization to advertise bids for Road Repairs to Pendola Extension Road, Weeds Point Road and Youngs Hill Road pending approval from FEMA with a bid opening date of September 20, 2017.

**DATE:** August 22, 2017

**NUMBER:** 385/2017

### *Recommendation*

Approval of Plans, Specifications and Estimate and authorize the advertisement of bids, pending the Federal Emergency Management Agency (FEMA) approval, with a tentative bid opening date of September 20, 2017. The Specifications are available for review at the Public Works Department.

### *Background*

During the winter storms of January and February 2017, many roadways in the County were damaged due to the heavy rainfall. The County was included in the Disaster Declarations from the Governor for the early January and February storm events (4301-DR and 4308-DR), which were in turn declared federal disasters by the POTUS.

Pendola Extension Road, Weeds Point Road, and Youngs Hill Road were damaged during these storm events by gravel being washed off the roadway.

The County submitted requests to FEMA and Cal OES for the repairs to these roads. The Public Works Department has been working with FEMA and Cal OES on the damage descriptions, scopes of work, and environmental reviews.

### *Discussion*

The road repairs consist of bringing in new aggregate base material to mix with the existing aggregate material and then regrading and shaping the roadways.

It is likely that FEMA and Cal OES will reimburse the County the bulk of the cost for the work when the project is finished and complete. However, staff has been unable to obtain formal approval/authorization for the work from FEMA due to the lengthy bureaucratic process. In a perfect world, we would wait to perform the work until formal approval from FEMA so that the County is guaranteed reimbursement. Unfortunately, if we wait any longer for this approval, we will run out of time to perform the work before the next winter is upon us. The residents have been waiting a long time for the repairs and have been vocal about the dire need for them. Staff is requesting Board approval to proceed with advertising the work. Staff will return to the Board with the bid results and at that time a decision will need to be made whether to award the contract at-risk. There is a potential that staff will have FEMA approval of project scope prior to returning to the Board for award of the contract.

*Committee Action:*

The Land Use and Public Works Committee was bypassed due to the time constraints to complete the road repairs before next winter.

*Fiscal Impact:*

The estimated repair cost is \$309,600.

75%	- FEMA Reimbursement	\$232,200
18.75%	- State Reimbursement	\$58,050
6.25%	- County Road Fund	\$19,350

*Attachments*

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Community Development and Services Agency: Approval of plans, specifications and estimate and authorization to advertise bids for Road Repairs to Indiana Ranch Rd, Clark Ranch Rd, Wild Acre Way, Westwood Trail, Sandy Way, Skyview Way, Sunnyside Way, Golden Arrow Ln, Silva Path, Vierra Rd, Abies Ln, Mourning Dove, Jessica Way, Potts Trail, Leanne Way and Begonia Way pending approval from FEMA with a bid opening date of September 20, 2017.

**DATE:** August 22, 2017

**NUMBER:** 387/2017

### *Recommendation*

Approval of Plans, Specifications and Estimate and authorize the advertisement of bids, pending the Federal Emergency Management Agency (FEMA) approval, with a tentative bid opening date of September 20, 2017. The Specifications are available for review at the Public Works Department.

### *Background*

During the winter storms of January and February 2017, many roadways in the County were damaged due to the heavy rainfall. The County was included in the Disaster Declarations from the Governor for the early January and February storm events (4301-DR and 4308-DR), which were in turn declared federal disasters by the POTUS.

Indiana Ranch Rd, Clark Ranch Rd, Wild Acre Way, Westwood Trail, Sandy Way, Skyview Way, Sunnyside Way, Golden Arrow Ln, Silva Path, Vierra Rd, Abies Ln, Mourning Dove, Jessica Way, Potts Trail, Leanne Way and Begonia Way were damaged during these storm events by gravel being washed off the roadway.

The County submitted requests to FEMA and Cal OES for the repairs to these roads. The Public Works Department has been working with FEMA and Cal OES on the damage descriptions, scopes of work, and environmental reviews.

#### *Discussion*

The road repairs consist of bringing in new aggregate base material to mix with the existing aggregate material and then regrading and shaping the roadways.

It is likely that FEMA and Cal OES will reimburse the County the bulk of the cost for the work when the project is finished and complete. However, staff has been unable to obtain formal approval/authorization for the work from FEMA due to the lengthy bureaucratic process. In a perfect world, we would wait to perform the work until formal approval from FEMA so that the County is guaranteed reimbursement. Unfortunately, if we wait any longer for this approval, we will run out of time to perform the work before the next winter is upon us. The residents have been waiting a long time for the repairs and have been vocal about the dire need for them. Staff is requesting Board approval to proceed with advertising the work. Staff will return to the Board with the bid results and at that time a decision will need to be made whether to award the contract at-risk. There is a potential that staff will have FEMA approval of project scope prior to returning to the Board for award of the contract.

#### *Committee Action:*

The Land Use and Public Works Committee was bypassed due to the time constraints to complete the road repairs before next winter.

#### *Fiscal Impact:*

The estimated repair cost is \$536,500.

75%	- FEMA Reimbursement	\$402,375
18.75%	- State Reimbursement	\$100,594
2.58%	- Road Fund	\$13,829
0.15%	- Trust Fund 652	\$781
0.11%	- Trust Fund 654	\$603
1.58%	- Trust Fund 655	\$8,453
0.81%	- Trust Fund 656	\$4,363
0.30%	- Trust Fund 662	\$1,588
0.01%	- Trust Fund 672	\$49
0.72%	- Trust Fund 686	\$3,865

# *The County of Yuba*

## **Human Resources and Organizational Services**

---



**TO:** Board of Supervisors

**FROM:** Human Resources and Organizational Services, Jill Abel

**SUBJECT:** Recommend that the Board of Supervisors adopt a resolution declaring persons who perform voluntary service for the County as employees for the purpose of workers compensation benefits as provided for under Labor Code Section 3363.5. - Human Resources (Ten minute estimate)

**DATE:** August 22, 2017

**NUMBER:** 376/2017

### **RECOMMENDATION:**

The Human Resources Department recommends that the Board of Supervisors adopt the resolution declaring persons who perform voluntary service for the County as employees for the purpose of workers compensation benefits as provided for under Labor Code Section 3363.5.

### **DISCUSSION**

The Board of Supervisors was asked to adopt the Student Intern & Volunteer Policy at the August 22, 2017, Board of Supervisors meeting. This recommendation follows the adoption of that policy as it related to the eligibility of volunteers under the County's Workers' Compensation program.

Labor Code Section 3363.5 provides that "a person who performs voluntary service without pay for a public agency, as designated and authorized by the governing body of the agency or its designee, shall, upon adoption of a resolution by the governing body of the agency so declaring, be deemed to be an employee of the agency for purposes of this division while performing such work".

During the development process of the Student Intern & Volunteer Policy, many California counties were surveyed to determine whether or not their governing body had adopted a resolution to cover volunteers under workers compensation. The majority of counties surveyed have elected to cover their volunteers under their workers compensation program.



The County, and subsequently County departments, are charged workers' compensation premiums using a formula that includes two components: salary exposure, and experience (claims/losses). Since volunteers are, by definition, unpaid there would be no workers' compensation premium charged to the County nor the departments unless there was a workers' compensation claim. The other counties surveyed indicated that they rarely, if ever, experience workers' compensation claims from their volunteers.

By covering volunteers under the County's Workers' Compensation policy, workers' compensation and the benefits associated with it would be the exclusive remedy for any injury sustained while performing volunteer duties.

**FISCAL IMPACT**

General Fund: \$0

Non General Fund: \$0

Source of Funds            There will be no fiscal impact at this time since volunteers are unpaid.

*Attachments*

Resolution declaring volunteers covered by workers compensation

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

**A RESOLUTION DECLARING )  
PERSONS WHO PERFORM )  
VOLUNTARY SERVICE FOR )  
THE COUNTY AS EMPLOYEES )  
FOR THE PUPOSE OF )  
WORKERS COMPENSATION )  
BENEFITS )**

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

**WHEREAS**, numerous persons perform voluntary service without pay for the County;  
and

**WHEREAS**, said volunteers are excluded from the classification and compensation  
provisions of the County payroll system; and

**WHEREAS**, said volunteers are not entitled to receive any salary, holiday, sick leave,  
vacation or other employee benefits; and

**WHEREAS**, said volunteers often perform important duties in various County  
departments and risk injury to themselves for which it is hereby recognized that they  
should be entitled to worker's compensation benefits; and

**WHEREAS**; California Labor Code Section 3363.5 provides that persons providing  
voluntary service without pay may be deemed employees for purposes of worker's  
compensation benefits.

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**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors of the County of Yuba does hereby resolve that all persons who perform voluntary service without pay for the County, as designated and authorized by the Board of Supervisors or any Department Head, are hereby deemed to be employees of the County for purposes of worker's compensation benefits while performing said voluntary service.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the Board of Supervisors of the County of Yuba by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Randy Fletcher, Chair

ATTEST:

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

APPROVED AS TO FORM  
COURTNEY ABRIL  
COUNTY COUNSEL

By: Courtney Abril

# *The County of Yuba*

## **Human Resources and Organizational Services**

---



**TO:** Board of Supervisors

**FROM:** Human Resources and Organizational Services, Jill Abel

**SUBJECT:** Human Resources & Organizational Services: Consider Countywide Student Intern and Volunteer Program and Policy (Ten minute estimate)

**DATE:** August 22, 2017

**NUMBER:** 356/2017

### **RECOMMENDATION**

The Human Resources & Organizational Services Department recommends that the Board approve the Student Intern and Volunteer program and authorize the Human Resources Director to administer the program.

### **DISCUSSION**

In 2016, the Human Resources & Organizational Services Department worked with Municipal Resource Group (MRG) to conduct an Organizational Assessment. The results of that assessment were presented to your Board on August 23, 2016, and your board endorsed the vision and action plan outlined in the assessment. One of the action plan items was to "Expand opportunities to highlight the County by developing an Intern and Volunteer Program". Another action plan item was to "Build on regional relationships with colleges, high schools and trades". Over the last year, the Human Resources & Organizational Services Department has intently focused on these action plan items.

The purpose of the Student Intern and Volunteer Program is to build a future workforce through generating interest in public service careers, establishing or enhancing relationships with local education institutions, and marketing Yuba County as a leading employer in the region. A centralized program provides guidance and consistency to those departments already utilizing student interns and volunteers, and extends availability to all County departments. Work

assignments of student interns and volunteers augment the work of current employees and will not supplant or replace the current workforce.

All departments are encouraged to partner with local and regional schools and volunteer organizations to provide opportunities for students and volunteers to give back to the community through the support of County activities and services. Internship opportunities through this Program are unpaid. Limited exceptions to the unpaid status may be made in the case of college interns who are assigned professional work to be done under supervision. These exceptions shall be considered extra help employees. Student interns may participate in work study programs to receive academic units or to satisfy other educational requirements.

College intern assignments are intended to offer the students meaningful work experience that integrates their classroom learning with the practical realities of work. High school placements are designed to provide general job experience and exposure to County services and programs with an emphasis in those areas of future academic or career interest.

Volunteer assignments provide an avenue for individuals to contribute to their community and to participate in local government through supporting County activities and services. Volunteers gain greater understanding of County operations, meet new people, and can learn new skills.

Human Resources & Organizational Services proposes to pilot this program in the Fall 2017 with a couple of departments who have identified intern opportunities. The pilot will allow us to identify any processes or procedures that need to be revised before more wide use of the program.

## **COMMITTEE**


This item bypassed committee because this program was part of the organizational assessment action plan that was presented to and endorsed by the Board of Supervisors at the August 23, 2016, Board meeting.

## **FISCAL IMPACT**

General Fund:	\$1,000
Non General Fund:	\$2,000
Source of Funds	Board Approved FY 17-18 Budget Appropriations

## *Attachments*

Student Intern & Volunteer Program Policy

	<p>COUNTY OF YUBA POLICY MANUAL</p>	<p>POLICY NO.: PRM-4.10      PAGE 1 OF 7</p> <p>REVISION DATE:</p> <p>ORIGINATION DATE: AUGUST 22, 2017</p>
<p>Title:</p> <p>Student Intern &amp; Volunteer Program Policy</p>	<p>Approved By:</p> <p>Board of Supervisors on AUGUST 22, 2017</p>	

Purpose:

The purpose of the Student Intern and Volunteer Program is to build a future workforce through generating interest in public service careers, establishing or enhancing relationships with local education institutions, and marketing Yuba County as a leading employer in the region. A centralized program provides guidance and consistency to those departments already utilizing student interns and volunteers, and extends availability to all County departments. Work assignments of student interns and volunteers augment the work of current employees and will not supplant or replace the current workforce.

Policy:

All departments are encouraged to partner with local and regional schools and volunteer organizations to provide opportunities for students and volunteers to give back to the community through the support of County activities and services. Internship opportunities through this Program are unpaid. Limited exceptions to the unpaid status may be made in the case of college interns who are assigned professional work to be done under supervision. These exceptions shall be considered extra help employees. Student interns may participate in work study programs to receive academic units or to satisfy other educational requirements.

College intern assignments are intended to offer the students meaningful work experience that integrates their classroom learning with the practical realities of work. High school placements are designed to provide general job experience and exposure to County services and programs with an emphasis in those areas of future academic or career interest.

Volunteer assignments provide an avenue for individuals to contribute to their community and to participate in local government through supporting County activities and services. Volunteers gain greater understanding of County operations, meet new people, and can learn new skills. While Yuba County employees are encouraged to contribute to the communities through volunteerism, Yuba County employees may not volunteer under this program while employed by the County.

Program Benefits:

The benefits of an intern and volunteer program are many:

TITLE: Student Intern & Volunteer Program Policy	POLICY NO.: PRM-4.10	PAGE 2 OF 7
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- Promotes greater understanding of Yuba County services and programs;
- Encourages positive community values;
- Increases involvement of citizens in their local government;
- Generates new ideas and fresh perspectives;
- Enhances positive relationships with community and educational institutions; and
- Provides mentoring and training of future workforce.

Interns/volunteers receive the benefit of:

- Connecting academic learning to real world practices;
- Gaining valuable job experience;
- Developing job-related skills and abilities;
- Learning how the County and local government serve the community;
- Receiving mentoring and guidance;
- Experiencing the satisfaction of making a difference by giving back to their community; and
- Fulfilling academic requirements.

#### Program Participant Definitions

- A college intern is defined as a student currently or very recently enrolled in a degree program at a two-year college, four-year university or post graduate program. College interns may participate in an internship for either academic credit or for work experience.
- A high school intern or youth volunteer is defined as a high school student either fulfilling a community service requirement, participating in a school program for career and/or academic preparation, and/or seeking general work experience in a formal work setting.
- A volunteer is defined as an individual or member of an organization who freely contributes service in a County department for civic, humanitarian, recreational, health, public safety or general welfare reasons without promise, expectation or receipt of compensation for services rendered. Short-term volunteers may provide voluntary services for a limited duration of less than a week, or on an occasional basis such as once or twice a year, or for one-time projects/events. Longer-term volunteers provide voluntary services on a more regular, ongoing basis.

TITLE: Student Intern & Volunteer Program Policy	POLICY NO.: PRM-4.10	PAGE 3 OF 7
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## Program Responsibilities

### ▪ Department Responsibilities

**It is the Department's responsibility to identify** meaningful work assignments for interns and volunteers that align with the education and interest of the individual and do not replace the work assigned to County employees. Assignments may include job-shadow opportunities that highlight the work of career fields within the County.

The Department is responsible to provide:

- ♦ Proper training and instruction for work assignments, including safe work practices;
- ♦ Orientation to the Department and County procedures and policies;
- ♦ Frequent communication, diligent supervision, clear performance feedback and, if required for completion of the internship, written evaluation; and
- ♦ A work environment that respects the skills and contributions of the intern/volunteer and encourages the communication of ideas and suggestions.

A thoughtful orientation session is important to the success of the program and the individual. For some, this assignment may be the first opportunity to gain experience in working within an organization. As such, discussing appropriate work behaviors and delineating clear expectations is an essential component of the program. A seasoned supervisor will be able to provide guidance, clear expectations and provide ongoing performance feedback. The supervisor will meet with the intern/volunteer on a regular basis to encourage questions, support the learning process, and provide assignment-related instruction. If the intern/volunteer is assigned to use County equipment, he/she must demonstrate sufficient proficiency and knowledge to use the equipment safely and properly.

In addition to specific information regarding job assignments, topics to cover in orientation include:

- ♦ Department organizational structure and reporting relationships;
- ♦ Department tour and introduction to staff;
- ♦ Department policies and procedures; and
- ♦ County policies:
  - Americans with Disabilities Act & Fair Employment and Housing Act;
  - Employment Opportunity and Harassment Prevention;



TITLE: Student Intern & Volunteer Program Policy	POLICY NO.: PRM-4.10	PAGE 4 OF 7
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- 
- Workplace Violence Prevention;
- Health Insurance Portability and Accountability Act (HIPAA);
- Email and Internet Usage;
- Drug and Alcohol Policy;
- Automobile Usage;
- Confidentiality;
- Smoking Policy; and
- ♦ Customer service standards;
- ♦ Schedule and attendance requirements/procedures; and
- ♦ Timekeeping, if applicable.

It is highly recommended that the Department conduct an exit interview at the end of the internship or long-term volunteer assignment.

#### Human Resources and Organizational Services Responsibilities

The Human Resources and Organizational Services Department (HROS) has primary responsibility for administration of the program. The Human Resources and Organizational Services Department will partner with departments to:

- Identify appropriate work assignments;
- Identify and resolve risk management and policy compliance issues;
- Conduct outreach, including advertising and working with schools and colleges, to identify intern candidates;
- Conduct recruitment activities, such as identifying qualifications, preparing job announcements and collecting applications; and
- Support managers by providing guidance, sample materials, and answering questions related to the orientation and supervision of interns/volunteers.

#### Student Intern/Volunteer Responsibilities

Student Interns/volunteers are expected to provide quality customer service to the public and to other County departments and staff. Interns/volunteers will conduct themselves in a professional, courteous and efficient way and represent the County in a positive manner. To get the most out of the internship/volunteer experience, the intern/volunteer is expected to:

- Bring an open mind and a willingness to learn;

TITLE: Student Intern & Volunteer Program Policy	POLICY NO.: PRM-4.10	PAGE 5 OF 7
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- Perform assigned duties to the best of his/her ability, and to inform the County if changes in his/her situation would interfere with the safe and timely performance of the assignment;
- Adhere to County and Department rules, policies and procedures;
- Communicate with his/her supervisor any problems or concerns regarding the work environment, assignments, safety practices or any aspect of his/her relationship with the County;
- Meet agreed-upon time and attendance commitments and provide adequate notice of absence;
- Keep confidential matters confidential and not use confidential information or contacts for personal gain; and
- Maintain communication and coordination with school advisors and program coordinators.

#### Procedure:

##### Student Interns

The following guidelines are intended to provide a general description of the process to be used by departments to plan for and implement a student internship program. Departments are encouraged to contact the HROS Department to discuss potential internship opportunities.

- Department identifies potential intern/volunteer assignment and completes written request for review by HROS Department;
- Department identifies intern supervisor and prepares orientation materials;
- HROS consults with department to develop recruitment plan, including timeline, announcement, screening requirements, advertising, and application materials;
- HROS consults with department to determine department selection process, which may include selecting only the most qualified applicants for interview;
- For departments requiring assistance, HROS may conduct recruitment and forward intern applications to department;
- Department conducts selection process, which may include any combination of steps, such as review of written application material and writing samples to select most qualified applicants for interview;
- Some assignments may require successful completion of Department of Justice (DOJ) fingerprinting and/or criminal background check;

TITLE: Student Intern & Volunteer Program Policy	POLICY NO.: PRM-0.00	PAGE 6 OF 7
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- 
- Department submits to HROS completed forms, including school agreement, policy acknowledgements and risk management forms; and
- Students interested in a Yuba County internship must complete an application and submit any required supplemental materials. The student is responsible for working with their academic advisor to ensure the internship qualifies for academic credit or meets other academic requirements. Upon selection, the intern will attend a brief orientation in Human Resources where they will complete County internship paperwork, including school agreement, policy acknowledgements, and documents related to specific assignment, if applicable. This will include enrollment in the DMV pull notice program if intern is required to drive on County business. The intern may also attend a department specific orientation.

## Volunteers

The nature of volunteer work is such that many volunteers directly contact the program staff of departments responsible for activities and events of interest. As noted in the prior definitions, volunteers can work on single events or short-term activities, or commit to a more ongoing assignment. Except for law enforcement volunteer programs, most volunteer relationships are not a result of a formal recruitment process. As such, departments are expected to maintain records as follows:

### Short-term or One-time volunteer assignments:

- Name/address of volunteer;
- Number of hours each one-time-only or occasional volunteer work (may be estimated for events involving many volunteers);
- Total number of volunteers engaged in the event or project;
- **Signed copy of the Volunteer Program Acknowledgement of Workers' Compensation form;** and
- If County equipment is to be used - The volunteer must demonstrate proficiency and knowledge of any County equipment to be used. If training is required on the equipment, the County will document the date, content and person conducting the training.

### Longer-term or on-going volunteer assignments:

- Volunteer Program Application;
- **Volunteer Acknowledgement of Workers' Compensation form;**
- Volunteer Agreement;
- Volunteer Program Time Sheet;

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- 
- If County equipment is to be used - The volunteer must demonstrate proficiency and knowledge of any County equipment to be used. If training is required on the equipment, the County will document the date, content and person conducting the training; and
- DOJ fingerprinting and criminal background forms may be required for some assignments, and
- DMV Pull Notice Program

# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Robert Bendorf, County Administrator

**SUBJECT:** Adopt Resolution Approving Rate Year 2018 Collection Rate Adjustment as an Amendment to the Recology Yuba-Sutter Collection Service Agreement

**DATE:** August 22, 2017

**NUMBER:** 318/2017

## Recommendation

It is recommended that the Board of Supervisors:

1. Receive the independent consultant's (Aurora Environmental, Inc.) report of the review and evaluation of the rate adjustment for the rate year beginning October 1, 2017 (Rate Year 2018).
2. Adopt a resolution approving an amendment to the Recology Yuba-Sutter Collection Service Agreement for Yuba County and associated rate adjustment recommendations for Yuba County customers, effective October 1, 2017 as provided in the attached rate sheets and detailed in this staff report.

## Background

Recology Yuba-Sutter provided their indexed rate application on April 30, 2017 to the Regional Waste Management Authority (RWMA) and its member jurisdictions for Rate Year 2018.

Per the adopted Collection Service Agreements between Recology Yuba-Sutter and the RWMA jurisdictions, collection service rates are to be adjusted using a Refuse Rate Index (RRI) for three years and a detailed rate application in the fourth year. Rate Year 2016 began a new cycle, beginning with an RRI adjustment and subsequently an RRI adjustment for Rate Year 2017. Rate Year 2018 (October 1, 2017- September 30, 2018) is the third year of the second four year rate cycle under the new franchise agreements.

## Discussion

Included as a separate document is an Evaluation Report prepared by Aurora Environmental, Inc. for the RWMA on the review and evaluation of the rate adjustment application that was submitted by Recology

Yuba-Sutter for Rate Year 2018. Rate Year 2018 (October 1, 2017 – September 30, 2018) is the third year of the current four year rate cycle and a Refuse Rate Index Application was submitted pursuant to the Collection Service Agreements.

The Evaluation Report and associated adjustment recommendations are now being considered by the member jurisdictions. The Maximum Service Rate Adjustment Guidelines for the Collection Service Agreements allow for the RWMA to conduct the review of rate applications.

The Evaluation Report states that the RRI Rate Application by Recology Yuba-Sutter is confirmed to be complete and prepared in accordance with the relevant provisions of the RWMA jurisdictions' Collection Service Agreements.

Due to the presence of member agency specific programs in Marysville and Yuba County, the rate adjustments for these jurisdictions are slightly different. For Yuba County, an increase in the franchise fee from 8 to 9 percent is being recommended (Marysville is and has been at 10% for the last few years). The net rate adjustment for the Rate Year 2018 was calculated to be 1.42%.

Attached is a draft Collection Service Agreement amendment that addresses the adoption of Yuba County residential, commercial and debris box collection rates for Rate Year 2018, effective October 1, 2017, and to reflect the following:

- Refuse Rate Indexed Adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement;
- Modification of the franchise fee to nine (9) percent [from the current eight (8) percent fee];

#### Historical Rate Adjustments – Yuba County

The following are Rate Year adjustments since Rate Year 2008:

2008	0.00 % (Actual decrease of 1.68% remitted to RSCF*)
2009	6.75 % (Largely due to 2008 fuel price increases)
2010	0.00 % (Actual decrease of 4.22% remitted to RSCF*)
2011	1.00 %
2012	0.00 % (Actual decrease of 2.35% remitted to RSCF*)
2013	3.75 %
2014	4.52 %
2015	0.00 % (Actual decrease of 4.37% including a franchise fee increase of 1 percentage point and the balance remitted to RSCF*)
2016	2.00 % (Included adjustment to RSCF* and a franchise fee increase of 1 percentage point)
2017	1.18 % (Includes a franchise fee increase of 1

2018                      percentage point)  
2.42 % (Includes a franchise fee increase of 1  
Percentage point)

**1.97 % (Average Annual Rate Increase)**

\*RSCF = Rate Stabilization and Capitalization Fund

Committee Action: (Omit if to Committee)

This item was not taken to committee as it was previously presented to the RWMA Board of Directors.

Fiscal Impact

For Rate Year 2018, the adjusted rates are reflected in the attached rate sheets. The one (1) percentage point increase to Franchise Fees is estimated to result in an increase of approximately \$80,000 to Yuba County.

Attachments

318/2017 Attachment "A"- Consultant's Report/Aurora Environmental, Inc.  
318/2017 Attachment "B"- Rate Year 2018 Residential and Commercial Rate Sheet  
318/2017 Attachment "C"- Resolution for Amendment to the Collection Service Agreement  
318/2017 Attachment "D"- Amendment to the Collection Service Agreement

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING AN AMENDMENT	)	Resolution No. _____
TO THE RECOLOGY YUBA SUTTER COLLECTION	)	
SERVICE AGREEMENT AND APPROVING A 1.42%	)	
RATE INCREASE FOR RATE YEAR 2018,	)	
EFFECTIVE OCTOBER 1, 2017 AND APPROVING	)	
A 1% FRANCHISE FEE INCREASE	)	
_____	)	

WHEREAS, the Board of Supervisors annually adjusts solid waste service rates in conjunction with the Collection Service Agreement and with appropriate justification from Recology Yuba-Sutter; and

WHEREAS, on August 15, 2000, the Board of Supervisors adopted formal Rate Adjustment Guidelines which provide a standard framework for Recology Yuba Sutter to report the actual financial results of future operations; and

WHEREAS, on December 13, 2011, the Board of Supervisors amended, by way of a new Collection Service Agreement between Yuba County and Recology Yuba Sutter, the formal Rate Adjustment Guidelines, which continues to provide a standard framework for financial results and future operations using a combination of a Rate Refuse Index (RRI) and detailed rate adjustment applications to determine rate year adjustments; and

WHEREAS, the Regional Waste Management Authority (RWMA), of which Yuba County is a member, and Aurora Environmental, Inc., under the direction of the RWMA, reviewed the 2018 Rate Year application from Recology Yuba-Sutter in accordance with the Rate Adjustment Guidelines; and

WHEREAS, in May 2017, the County of Yuba received the Final Evaluation Report prepared by Aurora Environmental, Inc. for the RWMA, wherein the rate adjustment application submitted by Recology Yuba-Sutter was found to be complete and prepared in accordance with the Rate Adjustment Guidelines; and

WHEREAS, at the Regional Waste Management Authority meeting on June 16, 2017, the Board of Directors accepted the collection rate adjustment application evaluation report relative to the Rate Year 2018 rate adjustment and directed staff to forward the final report and draft model collection service agreement amendment language to the member jurisdictions for their adaptation and use; and



WHEREAS, the RWMA Board of Directors has made a recommendation that each of the member agencies approve the proposed rate adjustment as shown in the attached Evaluation Report and Rate Schedule; and

WHEREAS, the County desires to adopt a 1% increase in the Franchise Fee rate which is currently set at 8%; and

WHEREAS, based on the foregoing, good cause has been shown to justify the new increased rate structure.

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Collection Service Agreement between the County of Yuba and Recology Yuba-Sutter, which is attached hereto marked as Attachment "D" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the collection of the increased rates set forth in this amendment to the Collection Service Agreement is to be effective October 1, 2017.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 22nd day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Randy Fletcher, Chairman

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

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

By:   \_\_\_\_\_  
Courtney Abril, County Counsel

**ATTACHMENT D**

**MODEL AMENDMENT TO COLLECTION SERVICE AGREEMENT**

This Amendment to the Collection Service Agreement for solid waste collection, disposal, and recycling services is made this 22<sup>nd</sup> day of August 2017, by and between the County of Yuba, California (COUNTY) and Recology Yuba-Sutter.

**RECITALS**

A. On December 13, 2011, COUNTY entered into a Collection Service Agreement (Agreement) with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the corporate limits of COUNTY. The Agreement expires on September 30, 2019.

B. COUNTY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this amendment (Amendment) to adjust Maximum Service Rates for residential, commercial and debris box collection rates effective October 1, 2017 to reflect the Refuse Rate Index Adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, including a modification of franchise fees.

C. COUNTY stipulates that this Amendment to the Collection Service Agreement is conditioned upon the mutual commitment of all of the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments.

**NOW, THEREFORE THE PARTIES TO THE COLLECTION SERVICE AGREEMENT  
AND THIS AMENDMENT AGREE AS FOLLOWS**

**1. MAXIMUM SERVICE RATES**

The Maximum Service Rates that may be charged by Recology Yuba-Sutter for the services provided in Rate Year 2018 pursuant to the Agreement are specified in Exhibit 1 to this Amendment. The COUNTY hereby adjusts the franchise fee percentage to be nine (9) percent. Recology Yuba-Sutter and the COUNTY agree that the Maximum Service Rates include ongoing remittances to the RWMA of \$34,611.32 per month in Rate Year 2018 for the Rate Stabilization and Capitalization Fund (five jurisdiction) is included in the Maximum Service Rates.

**2. CONDITIONS FOR EFFECTIVENESS OF THIS AGREEMENT AMENDMENT**

The effectiveness of this Agreement Amendment is expressly conditioned on the mutual written commitment of all the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments and the other referenced adjustments to remittances to the Rate Stabilization and Capitalization Funds pursuant to Section 1 above.

**EVALUATION REPORT  
RECOLOGY YUBA-SUTTER  
2018 RATE APPLICATION**

**FINAL REPORT**

**Presented to**

**Regional Waste Management Authority**

**June 16, 2017**

**Prepared by**

**Aurora Environmental, Inc.**

## 1.0 INTRODUCTION

Per the Collection Service Agreements and the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreements (Exhibit 2 of the franchise agreements) adopted by each of the Regional Waste Management Authority (RWMA) jurisdictions, rates for Recology Yuba-Sutter's collection services are to be adjusted using a Refuse Rate Index (RRI) for the first, second and third Rate Years of each four year rate cycle of the Collection Service Agreement. In the fourth year of each four year rate cycle, rates are to be adjusted by the detailed rate adjustment methodology in Exhibit 2 of the Collection Service Agreements. Rate Year 2018 (October 1, 2017 to September 30, 2018) is the third rate year of the second four year rate cycle under the new franchise agreements.

Per the Collection Service Agreements, Recology Yuba-Sutter is required to submit an RRI Rate Application by May 1<sup>st</sup> of each calendar year in which an RRI rate adjustment is to occur. The RRI rate adjustment methodology requires that Recology Yuba-Sutter provide financial expense information for the following cost categories:

- Labor
- Fuel
- Vehicle and Equipment Replacement
- Vehicle and Equipment Maintenance
- Disposal
- All Other

The weighted percentage of each cost category is determined based on the proportionate share of the expenses in each cost category compared to the total cost. The weighted percentage of each cost category is then multiplied by the percent change in the annual average of each associated index between the 12-month period ending March 31 of the calendar year in which the RRI adjustment is to occur and the preceding 12-month period. The RRI adjustment is the sum of these products.

Contract Administrators for each jurisdiction (or the RWMA and/or a consultant engaged by a jurisdiction(s) or the RWMA) are required to check the calculations in the application and promptly notify Recology Yuba-Sutter of any errors. Recology Yuba-Sutter then has the opportunity to submit a corrected application. The Contract Administrator is required to notify Recology Yuba-Sutter by July 15<sup>th</sup> that the RRI adjustment to the Maximum Service Rates set forth in the application (as so corrected) is correct. Recology Yuba-Sutter will then provide adjusted rate sheets by July 31<sup>st</sup> for consideration and action by the member jurisdictions, or their delegated authority, by August 31<sup>st</sup> to become effective on the subsequent October 1<sup>st</sup>.

## 2.0 REFUSE RATE INDEX (RRI) RATE ADJUSTMENT EVALUATION

On May 1, 2017, Recology Yuba-Sutter submitted a rate application to the RWMA and member jurisdictions for an adjustment of the service rates that would be effective for Rate Year 2018 (October 1, 2017 to September 30, 2018). The RRI rate adjustment requested in this application was for a 1.42% increase in the base service rates.

The following describes the different components of the rate adjustment request:

1. Cost Category Detail – The financial expense statement by cost category was reviewed and the non-allowable expenses adjusted out per the rate adjustment guidelines include such items as donations; company promotions; road maintenance fees; late fees/penalties; HHW Facility expenses; street sweeping services; Ponderosa Transfer Station expenses; Marysville Landfill post closure expenses; processing of recyclables and green waste from Colusa and Butte counties; and, expenses for the temporary processing of recyclable materials from Marin and Sonoma counties. Expenses to address state storm water management requirements and Waste Discharge Requirements that are anticipated to be funded by Rate Stabilization and Capitalization Funds are also adjusted out of the financial expense statement. The non-allowable expenses related to the non-RWMA activities of collection service to Beale Air Force Base and the foothill areas of Butte and Placer counties are still included in the expenses based on the assumption that this activity has roughly the same percentage mix of expenses as the RWMA activities.

Other excluded items are the landfill trust fund interest and franchise fees from the All Other cost category. The landfill trust fund interest is excluded from the calculation because it is not a true expense. The franchise fees are excluded from the All Other cost category because the RRI adjustment is applied to the base service rates. Franchise fees are then charged on the resulting adjusted base service rates.

A copy of the expense statement is included in **Attachment 1**.

2. Cost Category (Expense) Weight Percentage Calculations – The cost category weight percentage calculations based on the expense statement in **Attachment 1** were reviewed and found to be correctly calculated and rounded as presented on the Refuse Rate Index Calculation sheet in **Attachment 2**. The following presents the cost category (expense) weight percentages:

39.37%	Labor
3.93%	Fuel

5.62%	Vehicle and Equipment Replacement
5.00%	Vehicle and Equipment Maintenance
19.09%	Disposal
26.99%	All Other
100.00%	TOTAL

3. RRI Indices and Calculations of the Percentage Change in the Annual Average of each Index – Each of the monthly, quarterly or annual indices on the Refuse Rate Index Calculation sheet in **Attachment 3** was verified with the source documentation. The calculations of the annual average and the percent change in the annual averages and rounding for each index was confirmed to be calculated correctly.

It was noted that as of the application submittal due date, only preliminary indices were available for Vehicle and Equipment Replacement and Vehicle and Equipment Maintenance for the months of December 2016 through March 2017. The following presents the percent change for each index:

1.62%	Labor
-1.39%	Fuel
0.71%	Vehicle and Equipment Replacement
1.39%	Vehicle and Equipment Maintenance
2.06%	Disposal
1.27%	All Other

There were no significant changes in the indices from the April 2015 – March 2016 time frame to the April 2016 – March 2017 time frame.

4. Weighted Percentage and Refuse Rate Index (RRI) Calculations – The results of multiplying each cost category (expense) weight percentage by the percent change in the associated index and rounding and the sum total (**Attachment 2**) were confirmed. The following presents the resulting weighted percent change for each index and the sum total RRI:

0.64%	Labor
-0.06%	Fuel
0.04%	Vehicle and Equipment Replacement
0.07%	Vehicle and Equipment Maintenance
0.39%	Disposal
0.34%	All Other
1.42%	TOTAL = Refuse Rate Index (RRI)

From the weighted percentage calculations above, the RRI figure for Rate Year 2018 was verified to be 1.42%.

### **3.0 REVIEW SUMMARY AND NET RATE YEAR 2018 RATE ADJUSTMENT**

The RRI rate application submitted by Recology Yuba-Sutter (**Attachments 1-3**) is confirmed to be complete and prepared in accordance with the relevant provisions of the RWMA jurisdictions' Collection Service Agreements. The net rate adjustment for Rate Year 2018 was calculated to be 1.42%.

### **4.0 2018 RATE YEAR RATE ADJUSTMENT EVALUATION REPORT REVIEW**

A draft of this evaluation report was reviewed by Recology Yuba-Sutter and the RWMA Administrators and no comments or revisions were provided. This evaluation report was also reviewed by the RWMA Board at the June 15<sup>th</sup> meeting. This final report is being submitted to the RWMA jurisdictions along with the final rate adjustment figure and rate sheets. Rate adoption hearings, as necessary, will be held by the RWMA jurisdictions in July and August and the adjusted rates will be effective October 1, 2017.

## Attachment 1: Expense Statment

Recology Yuba-Sutter  
Expense Statement Excluding  
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2016 Actual	4th Qtr 2016 Actual	1st Qtr 2017 Actual	2nd Qtr 2017 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Stormwater & WDR	Adjust Recology Butte/Colusa	Adjust Temp Recycle Processing	Adjust Member Agency Specific Maint	Apr 2015 - Mar 2016 Actual	
<b>Labor Expenses</b>													
Regular Hours	1,104,978.49	1,106,130.88	1,091,041.65	1,131,001.52								4,433,152.54	
Overtime Hours	307,880.27	362,197.88	372,322.31	350,886.05								1,393,286.51	
Sickpay	23,752.80	26,552.80	27,001.20	29,175.40								106,482.20	
Holiday Worked	43,241.41	87,318.02	85,819.06	94,976.74								311,355.23	
Holiday Not-Worked	6,725.02	9,500.48	28,613.19	12,010.53								56,849.22	
Vacation/PTO	57,518.24	58,090.53	60,031.86	68,121.66								243,762.29	
PTO	34,235.76	34,219.41	34,592.57	31,510.86								134,558.60	
Other (payroll)	13,192.90	10,264.74	29,839.50	32,238.50					(487,283.00)	(282,458.67)		(684,206.03)	
Labor Billing	0.00	0.00	0.00	0.00								0.00	
Labor Billing	0.00	0.00	0.00	0.00								0.00	
Saturday	0.00	0.00	0.00	0.00								0.00	
Sunday	0.00	0.00	0.00	0.00								0.00	
Accrued Bonus	0.00	0.00	0.00	0.00								0.00	
Labor Transfer	130,462.40	132,428.61	157,468.86	154,786.88								575,146.75	
Payroll	1,721,987.29	1,826,703.35	1,886,730.20	1,904,708.14	0.00	0.00	0.00	0.00	(487,283.00)	(282,458.67)	0.00	6,570,387.31	
Payroll Taxes	121,213.25	131,552.26	143,661.60	165,291.04								561,718.15	
Payroll Taxes	121,213.25	131,552.26	143,661.60	165,291.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	561,718.15	
O/S Pension	309,854.37	314,979.41	293,817.21	289,921.29								1,208,572.28	
Other Pension	0.00	0.00	0.00	0.00								0.00	
401K Employer Portion	938.95	(202.51)	1,142.22	531.80								2,410.46	
I/C Pension	42,485.25	40,039.30	59,027.52	51,440.84								192,992.91	
Pension	353,278.57	354,816.20	353,986.95	341,893.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,403,975.65	
O/S Health Insurance	416,912.00	415,444.00	423,080.00	431,477.00								1,686,913.00	
I/C Health CA/NV	101,332.45	90,350.54	91,216.18	99,874.94								382,774.11	
I/C Health OR	0.00	0.00	0.00	0.00								0.00	
WOW Self Insurance	0.00	0.00	0.00	0.00								0.00	
I/C Premium OR	0.00	0.00	0.00	0.00								0.00	
I/C Premium WOW	0.00	0.00	0.00	0.00								0.00	
Health Benefits Payments	0.00	0.00	0.00	0.00								0.00	
Health Benefits Payments WOW	0.00	0.00	0.00	0.00								0.00	
Health Benefits Payments OR	0.00	0.00	0.00	0.00								0.00	
Health Insurance	518,244.45	505,794.54	514,296.18	531,351.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,069,687.11	
I/C Workers Compensation OR	0.00	0.00	0.00	0.00								0.00	
I/C Workers Compensation	158,275.02	122,641.72	139,137.21	125,125.74								545,179.69	
I/C Workers Compensation OR	0.00	0.00	0.00	0.00								0.00	
Insurance Comp Premiums	0.00	0.00	0.00	0.00								0.00	
W/C Insurance Premiums OR	0.00	0.00	0.00	0.00								0.00	
Workers Comp	158,275.02	122,641.72	139,137.21	125,125.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	545,179.69	
Other Benefits	0.00	0.00	0.00	0.00								0.00	
Other Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Labor	2,872,998.58	2,941,508.07	3,037,812.14	3,068,370.79	0.00	0.00	0.00	0.00	(487,283.00)	(282,458.67)	0.00	11,150,947.91	39.4%
Fuel	275,393.22	287,993.29	295,651.88	282,667.98					(5,417.00)	(4,911.53)		1,131,377.84	
Fuel Allocation	0.00	0.00	0.00	0.00							(19,499.59)	(19,499.59)	
Fuel	275,393.22	287,993.29	295,651.88	282,667.98	0.00	0.00	0.00	0.00	(5,417.00)	(4,911.53)	(19,499.59)	1,111,878.25	3.9%
O/S Equipment Rental	188,884.04	186,311.69	193,324.56	125,044.87				(639,560.47)				54,004.69	
Depreciation	89,029.10	88,991.66	88,795.46	139,049.45	(262,282.32)							143,583.35	
Amortization	11,678.67	11,678.67	11,678.67	11,678.67	(46,714.68)							0.00	
Equipment Rental	357,848.06	366,773.93	382,306.54	387,036.43	14,625.59				(110,880.00)	(3,829.76)		1,393,880.79	
Vehicle and Equipment Replacement	647,439.87	653,755.95	676,105.23	662,809.42	(294,371.41)	0.00	0.00	(639,560.47)	(110,880.00)	(3,829.76)	0.00	1,591,468.83	5.6%
O/S Repairs	91,594.28	112,014.18	88,850.47	130,242.11					(73,264.00)	(56,107.60)		293,329.44	
I/C Repairs	0.00	0.00	0.00	0.00								0.00	
Equipment Maint Contract	19,306.82	21,330.79	20,719.62	20,839.94								82,197.17	
Tires	72,966.21	105,246.82	34,165.21	69,011.65								281,389.89	
Parts	158,666.28	187,458.16	209,580.41	223,742.65								779,447.50	
T&G Maintenance Allocation	0.00	0.00	0.00	0.00							(78,300.75)	(78,300.75)	
T&G Overhead Allocation	0.00	0.00	0.00	0.00							(20,964.35)	(20,964.35)	



## Attachment 1: Expense Statment

Recology Yuba-Sutter  
Expense Statement Excluding  
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2016 Actual	4th Qtr 2016 Actual	1st Qtr 2017 Actual	2nd Qtr 2017 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Stormwater & WDR	Adjust Recology Butte/Colusa	Adjust Temp Recycle Processing	Adjust Member Agency Specific Maint	Apr 2015 - Mar 2016 Actual	
Oil	27,269.00	23,104.12	10,843.50	17,784.15								79,000.77	
Vehicle and Equipment Maintenance	369,802.59	449,154.07	364,159.21	461,620.50	0.00	0.00	0.00	0.00	(73,264.00)	(56,107.60)	(99,265.10)	1,416,099.67	5.0%
O/S Disposal	34,808.41	27,531.35	32,184.58	28,442.16				0.00				122,966.50	
I/C Disposal	1,366,622.51	1,372,448.37	1,367,907.97	1,464,907.11					(142,867.10)	(32,855.62)		5,396,163.24	
I/D Disposal	1,472,053.91	1,441,946.56	1,388,592.35	1,976,333.14								6,278,925.96	
I/D Disposal Compost	0.00	0.00	0.00	0.00								0.00	
I/D Disposal	(1,491,885.41)	(1,457,459.46)	(1,412,084.00)	(2,030,513.24)								(6,391,942.11)	
I/D Disposal Compost	0.00	0.00	0.00	0.00								0.00	
I/C Commercial Refuse Collection	0.00	0.00	0.00	0.00								0.00	
Disposal	1,381,599.42	1,384,466.82	1,376,600.90	1,439,169.17	0.00	0.00	0.00	0.00	(142,867.10)	(32,855.62)	0.00	5,406,113.59	19.1%
Temporary Labor	51,768.99	68,069.38	51,566.54	223,631.55						(161,606.10)		233,430.37	
Subcontractors	(13,450.46)	5,165.37	0.00	18,299.77				14,432.46				24,447.14	
Insurance Claim Payments	0.00	0.00	0.00	0.00								0.00	
Insurance Premium Cost	5,707.99	100.00	0.00	0.00								5,807.99	
Insurance Premium Cost OR	0.00	0.00	0.00	0.00								0.00	
I/C Insurance	40,101.55	20,207.64	54,550.71	54,550.71								169,410.61	
Insurance Department Fee	70,250.23	69,739.46	73,634.49	73,634.49								287,258.67	
O/S Property Rental	0.00	0.00	0.00	0.00								0.00	
Operational Supplies	0.00	0.00	0.00	0.00								0.00	
Expendables	18,144.89	14,039.73	13,862.08	17,486.26								63,532.96	
Maintenance	82,373.99	85,952.87	75,320.27	67,846.77								311,493.90	
Office	12,353.89	17,829.24	8,705.37	8,140.40								47,028.90	
Other Supplies	0.00	0.00	0.00	0.00								0.00	
Project	0.00	0.00	0.00	0.00								0.00	
Safety	8,122.14	17,566.32	22,400.27	26,793.78								74,882.51	
Small Tools and Equipment	5,603.59	19,198.71	23,707.69	33,405.17								81,915.16	
Shoes and Uniforms	5,310.90	3,422.75	5,451.25	26,051.70								40,236.60	
Metal Supplies	0.00	0.00	0.00	0.00								0.00	
Franchise Fees	511,319.80	516,610.11	580,611.53	574,431.72			(2,182,973.16)					0.00	
Surcharge	69,847.81	70,595.59	70,335.42	69,775.33			(280,554.15)					0.00	
Building and Facility	29,100.75	215,675.17	150,422.67	79,393.52				1,000.00				475,592.11	
I/C Bldg & Facility Repairs	0.00	0.00	1,985.20	0.00								1,985.20	
Security	34,316.87	31,245.58	33,256.40	31,422.58								130,241.43	
Janitorial	10,329.54	9,287.87	9,293.42	8,112.46								37,023.29	
Licenses and permits	40,069.21	43,965.04	43,267.91	50,764.66								178,066.82	
Electricity	46,457.02	57,357.35	45,895.59	41,831.21								191,541.17	
Water	5,516.96	2,467.25	7,744.11	6,141.50								21,869.82	
Gas	795.01	0.00	7,904.33	6,063.72								14,763.06	
O/S Freight	173,798.10	186,732.24	251,863.90	572,687.91				(22,064.96)				1,163,017.19	
Equipment Transportation	0.00	7,300.00	0.00	0.00				(7,300.00)				0.00	
I/C Freight	0.00	0.00	0.00	1,250.87								1,250.87	
I/D Freight	125.00	0.00	0.00	0.00								125.00	
I/D Freight	(125.00)	0.00	0.00	0.00								(125.00)	
Deferred Landfill	0.00	0.00	0.00	0.00								0.00	
Landfill Trust Interest	0.00	0.00	0.00	0.00								0.00	
Landfill Covers	0.00	0.00	0.00	0.00								0.00	
AB1220 Surcharge	0.00	0.00	0.00	0.00								0.00	
County Landfill Fees	0.00	0.00	0.00	0.00								0.00	
Landfill Permits	136,460.10	132,381.43	127,699.39	132,801.19								529,342.11	
Operator Liability	0.00	0.00	0.00	0.00								0.00	
Article 5	0.00	0.00	0.00	0.00								0.00	
Landfill Regulatory	0.00	0.00	0.00	0.00								0.00	
Processing Fees	0.00	4,454.02	70.40	12,372.81								16,897.23	
I/C Processing Fees	0.00	0.00	0.00	0.00								0.00	
I/C Purchases-Glass	0.00	0.00	0.00	0.00								0.00	
I/C Purchases-Junk	0.00	0.00	0.00	0.00								0.00	
I/C Purchases-Wood	0.00	0.00	0.00	0.00								0.00	
I/C Purchases-E-Waste	0.00	0.00	0.00	0.00								0.00	
Purchases-Aluminum	33,338.26	33,316.22	28,896.66	30,907.44								126,458.58	
Purchases-Cardboard	11,259.08	15,143.45	11,238.50	19,686.43								57,327.46	
Purchases-Glass	4,886.46	5,057.15	4,115.17	3,713.39								17,772.17	
Purchases-Junk	16.00	4.00	17.20	12.60								49.80	
Purchases-Metal	0.00	0.00	0.00	0.00								0.00	
Purchases-Newspaper	2,310.13	5,318.60	2,373.18	3,930.87								13,932.78	

## Attachment 1: Expense Statment

Recology Yuba-Sutter  
Expense Statement Excluding  
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2016 Actual	4th Qtr 2016 Actual	1st Qtr 2017 Actual	2nd Qtr 2017 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Stormwater & WDR	Adjust Recology Butte/Colusa	Adjust Temp Recycle Processing	Adjust Member Agency Specific Maint	Apr 2015 - Mar 2016 Actual	
Purchases-Paper	400.00	300.00	200.00	300.00								1,200.00	
Purchases-Plastic	26,724.54	26,439.75	20,868.19	20,265.41								94,297.89	
Purchases-Wood	0.00	0.00	0.00	0.00								0.00	
Purchases-Contra	0.00	0.00	0.00	0.00								0.00	
Cost of Goods Sold	61,497.27	12,350.42	(2,927.69)	12,165.36								83,085.36	
I/C Cost of Goods Sold	1,252.80	0.00	0.00	0.00								1,252.80	
Professional Services-Other	7,675.01	4,939.23	2,501.94	3,939.60								19,055.78	
Professional Services-Accounting	12,103.83	13,411.02	12,264.99	13,626.24								51,406.08	
Professional Services-Legal	(115.00)	3,054.36	0.00	7,500.00								10,439.36	
Professional Services-Engineering	18,755.00	28,054.14	5,158.75	9,172.37								61,140.26	
Lab Analysis	1,423.96	703.30	349.00	2,601.00								5,077.26	
Bad Debts	14,070.58	5,587.06	7,512.48	8,019.96								35,190.08	
Business Meals	5,049.42	4,003.59	4,127.30	3,689.04								16,869.35	
Travel	2,557.80	1,553.88	1,738.11	989.75								6,839.54	
Entertainment	0.00	0.00	0.00	0.00								0.00	
Telephone	20,348.44	22,685.05	24,270.36	24,037.51								91,341.36	
Advertising	34,932.01	5,691.67	21,395.43	35,077.31								97,096.42	
Promotion and Special Events	78,835.40	45,538.41	43,234.16	41,454.81		(200,312.87)						8,749.91	
Donations	465.00	3,427.90	4,766.31	38,712.49		(47,371.70)						0.00	
Dues and Subscriptions	3,186.51	683.50	2,967.98	250.00								7,087.99	
Employee Recognition	2,394.13	8,106.08	3,815.55	5,297.87								19,613.63	
Employee Training	978.43	3,281.39	1,617.97	269.41								6,147.20	
Office Expense	1.12	614.85	240.46	240.14								1,096.57	
Postage	8,324.19	7,010.29	6,945.99	7,557.43								29,837.90	
Project Costs	0.00	0.00	0.00	0.00								0.00	
Taxes-Business and Other	1,630.03	2,255.35	1,875.08	3,075.96								8,836.42	
Taxes-Secured Property	42,177.09	38,996.01	45,711.11	42,194.36								169,078.57	
Taxes-Unsecured Property	27,174.57	32,247.72	32,247.72	32,247.72								123,917.73	
I/C Management Fees	0.00	0.00	0.00	0.00								0.00	
Regional Accounting	0.00	0.00	0.00	0.00								0.00	
Regional Management	202,786.32	207,452.42	203,177.59	229,925.94								843,342.27	
General Admin Allocation	0.00	0.00	0.00	0.00								0.00	
Miscellaneous	8,994.83	(6.02)	53.38	(422.53)					(114,590.00)	(46,728.98)		(152,699.32)	
Misc Expense A/R Interface	0.00	0.00	0.00	0.00								0.00	
Refunds	0.00	0.00	0.00	0.00								0.10	
Bridge Toll	11.00	0.00	0.00	0.00								11.00	
Propane Fuel	2,774.42	3,066.27	4,134.07	7,462.65								17,437.41	
Transfer to CIP (Contra)	0.00	0.00	0.00	0.00								0.00	
Environmental Remediation	0.00	0.00	0.00	0.00								0.00	
Late fees /penalties	484.68	181.68	0.22	(17.97)		(648.61)						0.00	
Earned Income Credit	0.00	0.00	0.00	0.00								0.00	
Customer Training	1,156.86	4,403.38	0.00	0.00								5,560.24	
Settlement Fees	0.00	0.00	0.00	1,749.60								1,749.60	
Safety Meetings	0.00	0.00	0.00	0.00								0.00	
Medical Expenses	2,850.65	2,146.60	1,443.60	1,813.70								8,254.55	
Union Dues	0.00	0.00	0.00	0.00								0.00	
Citations	0.00	0.00	0.00	0.00		0.00						0.00	
Tax Penalties	0.00	0.00	0.00	0.00								0.00	
Bank Service Charges	18,056.27	18,317.75	16,432.51	16,526.51								69,333.04	
O/S Billing Service	33,608.92	33,602.30	33,864.93	33,118.61								134,194.76	
Relocation	0.00	0.00	0.00	0.00								0.00	
Returned Checks	2,886.87	(2,339.47)	175.23	221.79								944.42	
Sales Commission	0.00	0.00	0.00	0.00								0.00	
Community Outreach	0.00	0.00	0.00	0.00								0.00	
Corporate Accounting	37,982.04	66,981.03	53,647.40	64,013.00								222,623.47	
IT Fee	192,745.62	224,637.28	188,458.28	211,345.57								817,186.75	
Environmental Compliance	12,667.19	15,778.01	11,776.14	12,958.92								53,180.26	
Legislative Compliance	7,240.56	8,723.12	9,833.87	8,446.02								34,243.57	
Human Resources	38,298.11	16,494.26	37,589.12	36,011.42								128,392.91	
Legal	0.00	0.00	14,966.66	14,778.83								29,745.49	
Corporate Management	43,974.90	62,428.41	26,120.05	33,707.84								166,231.20	
All Other	2,374,470.17	2,591,004.53	2,548,743.89	3,179,464.55	0.00	(248,333.18)	(2,463,527.31)	(13,932.50)	(114,590.00)	(208,335.08)	0.00	7,644,965.07	27.0%
Total Operating Expenses	7,921,703.85	8,307,882.73	8,299,073.25	9,094,102.41	(294,371.41)	(248,333.18)	(2,463,527.31)	(653,492.97)	(934,301.10)	(588,498.26)	(118,764.69)	28,321,473.32	100.0%

## Attachment 2: Refuse Rate Index Calculation

Recology Yuba-Sutter  
Refuse Rate Index Calculation  
For Rate Year 2018 (October 1, 2017 to September 30, 2018)

	Index Percentage Change	Expense Weight	Weighted Percentage
Labor	1.62%	39.37%	0.64%
Fuel	-1.39%	3.93%	-0.06%
Vehicle and Equipment Replacement	0.71%	5.62%	0.04%
Vehicle and Equipment Maintenance	1.39%	5.00%	0.07%
Disposal	2.06%	19.09%	0.39%
All Other	1.27%	26.99%	0.34%
Total Weighted Percentage			<u>1.42%</u>

### Attachment 3

## RRI Indices and Calculations of the Percentage Change in the Annual Average of Each Index

Recology Yuba-Sutter  
Refuse Rate Index Calculation  
For Rate Year 2018 (October 1, 2017 to September 30, 2018)

<b>Labor Index</b> Series ID CIU2015000000510I (B,H) Employment Cost Index not seasonally adjusted, total compensation, private industry, union, service providing industries (Bureau of Labor Statistics)													
Average 2016	2nd Qtr 2015	3rd Qtr 2015	4th Qtr 2015	1st Qtr 2016									
131.3250	130.4	130.8	131.4	132.7									
Average 2017	2nd Qtr 2016	3rd Qtr 2016	4th Qtr 2016	1st Qtr 2017									
133.4500	132.7	133.2	133.1	134.8									
Percentage change	1.62%		Weight	39.37%	Weighted percentage		0.64%						
<b>Fuel</b> Energy Information Administration (U.S. Department of Energy) California #2 Diesel Fuel, Retail sales by all sellers. (DDR007)													
Average 2016	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	
2.8265	3.098	3.254	3.192	3.115	2.935	2.850	2.814	2.768	2.644	2.526	2.335	2.387	
Average 2017	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	
2.7871	2.459	2.636	2.782	2.785	2.722	2.749	2.817	2.820	2.851	2.932	2.957	2.935	
Percentage change	-1.39%		Weight	3.93%	Weighted percentage		-0.06%						
<b>Vehicle and Equipment Replacement</b> Series ID: wpu141301 Truck and Bus Bodies sold separately (Bureau of Labor Statistics)													
Average 2016	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	
233.3833	232.9	233.3	233.3	233.4	233.4	233.4	233.5	233.4	233.3 P	233.7 P	233.5 P	233.5 P	
Average 2017	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	
235.0500	234.1	234.3	234.4	234.7	235.0	234.9	235.0	235.1	235.2 P	235.8 P	235.7 P	236.4 P	
Percentage change	0.71%		Weight	5.62%	Weighted percentage		0.04%						
<b>Vehicle and Equipment Maintenance</b> Series ID: pcu333924333924 Parts & attachment of Industrial work trucks & tractors (Bureau of Labor Statistics)													
Average 2016	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	
235.4333	234.9	235.1	235.0	235.0	235.0	235.0	235.4	235.4	235.8 P	235.7 P	236.4 P	236.5 P	
Average 2017	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	
238.7083	236.9	237.3	237.3	237.4	238.4	238.5	238.5	238.6	238.6 P	240.8 P	241.1 P	241.1 P	
Percentage change	1.39%		Weight	5.00%	Weighted percentage		0.07%						
<b>Disposal</b>													
April 2016													
\$39.85 Disposal rate													
April 2017													
\$40.67 Disposal rate													
Percentage change	2.06%		Weight	19.09%	Weighted percentage		0.39%						
<b>All Other</b> Series ID: cuurx400sa0 Consumer Price Index, All Urban Consumers, All Items, West-Size Class B/C (U.S. Department of Labor, Bureau of Labor Statistics)													
Average 2016	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	
144.4035	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	143.932	144.128	144.264	
Average 2017	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	
146.2329	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	146.469	147.451	147.880	
Percentage change	1.27%		Weight	26.99%	Weighted percentage		0.34%						
Total Weighted Percentage Increase									1.42%				

## Exhibit 1

Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

### Residential Rates

#### Program Areas \*\*

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
Standard 32 - Gallon Refuse Cart*	\$24.48	\$2.13	\$26.61	\$0.19	\$0.75	\$27.55	\$24.83	\$2.46	\$27.29	\$0.19	\$0.75	\$28.23
Low-Income Senior Citizen 32-Gallon Refuse Cart*	\$18.37	\$1.60	\$19.97	\$0.14	\$0.75	\$20.86	\$18.63	\$1.84	\$20.47	\$0.14	\$0.75	\$21.36
64 - Gallon Refuse Cart*	\$36.72	\$3.19	\$39.91	\$0.30	\$0.75	\$40.96	\$37.24	\$3.68	\$40.92	\$0.31	\$0.75	\$41.98
96 - Gallon Refuse Cart*	\$48.95	\$4.26	\$53.21	\$0.39	\$0.75	\$54.35	\$49.65	\$4.91	\$54.56	\$0.40	\$0.75	\$55.71
Extra 32 - Gallon Refuse Cart	\$12.24	\$1.06	\$13.30	\$0.10		\$13.40	\$12.41	\$1.23	\$13.64	\$0.10		\$13.74
Extra 64 - Gallon Refuse Cart	\$24.48	\$2.13	\$26.61	\$0.19		\$26.80	\$24.83	\$2.46	\$27.29	\$0.19		\$27.48
Extra 96 - Gallon Refuse Cart	\$36.72	\$3.19	\$39.91	\$0.30		\$40.21	\$37.24	\$3.68	\$40.92	\$0.31		\$41.23
Extra Bag of Refuse (Per Pickup Rate)	\$4.08	\$0.35	\$4.43	\$0.03		\$4.46	\$4.14	\$0.41	\$4.55	\$0.03		\$4.58

\* Customers will be supplied 1 blue 64 - gallon cart for recycling and 1 green 96 - gallon cart for green yard waste.  
The cost of these services is included in the price for refuse service.

\*\* Program areas are within the mandatory collection area and include the communities of Linda, Olivehurst, and the Plumas Lake Specific Plan area. Areas outside Linda, Olivehurst, and the Plumas Lake Specific Plan area are in the non-program area.

\*\*\* Includes franchise fee impact on the Ponderosa Transfer Station fee.

#### Non-Program Areas \*\*

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
32 - Gallon Refuse Cart (Limited)	\$20.83	\$1.81	22.64	\$0.16	\$0.75	\$23.55	\$21.13	\$2.09	23.22	\$0.16	\$0.75	\$24.13
Low-Income Senior Citizen 32 - Gallon Refuse Cart	\$15.63	\$1.36	16.99	\$0.12	\$0.75	\$17.86	\$15.85	\$1.57	17.42	\$0.12	\$0.75	\$18.29
96 - Gallon Refuse Cart	\$27.51	\$2.39	29.9	\$0.23	\$0.75	\$30.88	\$27.90	\$2.76	30.66	\$0.24	\$0.75	\$31.65
Low-Income Senior Citizen 96 - Gallon Refuse Cart	\$20.62	\$1.79	22.41	\$0.16	\$0.75	\$23.32	\$20.91	\$2.07	22.98	\$0.16	\$0.75	\$23.89
Additional 96 - Gallon Refuse Cart	\$12.50	\$1.09	13.59	\$0.10		\$13.69	\$12.68	\$1.25	13.93	\$0.10		\$14.03

# Exhibit 1

Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

## Commercial Container Rates

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
<b>1 Yard</b>												
1 Time per Week	\$106.40	\$9.25	\$115.65	\$0.87	\$3.15	\$119.67	\$107.91	\$10.67	\$118.58	\$0.89	\$3.15	\$122.62
2 Times per Week	\$179.82	\$15.64	\$195.46	\$1.47	\$5.40	\$202.33	\$182.37	\$18.04	\$200.41	\$1.51	\$5.40	\$207.32
3 Times per Week	\$265.27	\$23.07	\$288.34	\$2.17	\$7.95	\$298.46	\$269.04	\$26.61	\$295.65	\$2.22	\$7.95	\$305.82
4 Times per Week	\$326.68	\$28.41	\$355.09	\$2.67	\$9.75	\$367.51	\$331.32	\$32.77	\$364.09	\$2.74	\$9.75	\$376.58
5 Times per Week	\$404.59	\$35.18	\$439.77	\$3.30	\$12.15	\$455.22	\$410.34	\$40.58	\$450.92	\$3.38	\$12.15	\$466.45
6 Times per Week	\$518.45	\$45.08	\$563.53	\$4.23	\$15.60	\$583.36	\$525.81	\$52.00	\$577.81	\$4.34	\$15.60	\$597.75
<b>1.5 Yard</b>												
1 Time per Week	\$142.36	\$12.38	\$154.74	\$1.16	\$4.35	\$160.25	\$144.38	\$14.28	\$158.66	\$1.19	\$4.35	\$164.20
2 Times per Week	\$245.80	\$21.37	\$267.17	\$2.00	\$7.35	\$276.52	\$249.29	\$24.66	\$273.95	\$2.05	\$7.35	\$283.35
3 Times per Week	\$337.23	\$29.32	\$366.55	\$2.75	\$10.20	\$379.50	\$342.02	\$33.83	\$375.85	\$2.82	\$10.20	\$388.87
4 Times per Week	\$437.45	\$38.04	\$475.49	\$3.57	\$13.20	\$492.26	\$443.66	\$43.88	\$487.54	\$3.66	\$13.20	\$504.40
5 Times per Week	\$537.94	\$46.78	\$584.72	\$4.39	\$16.20	\$605.31	\$545.58	\$53.96	\$599.54	\$4.50	\$16.20	\$620.24
6 Times per Week	\$690.85	\$60.07	\$750.92	\$5.64	\$20.70	\$777.26	\$700.66	\$69.30	\$769.96	\$5.78	\$20.70	\$796.44
<b>2 Yard</b>												
1 Time per Week	\$170.92	\$14.86	\$185.78	\$1.39	\$5.10	\$192.27	\$173.35	\$17.14	\$190.49	\$1.43	\$5.10	\$197.02
2 Times per Week	\$272.62	\$23.71	\$296.33	\$2.22	\$8.25	\$306.80	\$276.49	\$27.35	\$303.84	\$2.28	\$8.25	\$314.37
3 Times per Week	\$374.60	\$32.57	\$407.17	\$3.06	\$11.25	\$421.48	\$379.92	\$37.57	\$417.49	\$3.14	\$11.25	\$431.88
4 Times per Week	\$479.50	\$41.70	\$521.20	\$3.92	\$14.40	\$539.52	\$486.31	\$48.10	\$534.41	\$4.02	\$14.40	\$552.83
5 Times per Week	\$585.89	\$50.95	\$636.84	\$4.79	\$17.55	\$659.18	\$594.21	\$58.77	\$652.98	\$4.91	\$17.55	\$675.44
6 Times per Week	\$744.79	\$64.76	\$809.55	\$6.08	\$22.35	\$837.98	\$755.37	\$74.71	\$830.08	\$6.23	\$22.35	\$858.66
<b>3 Yard</b>												
1 Time per Week	\$206.87	\$17.99	\$224.86	\$1.69	\$6.15	\$232.70	\$209.81	\$20.75	\$230.56	\$1.73	\$6.15	\$238.44
2 Times per Week	\$343.28	\$29.85	\$373.13	\$2.80	\$10.35	\$386.28	\$348.15	\$34.43	\$382.58	\$2.87	\$10.35	\$395.80
3 Times per Week	\$500.49	\$43.52	\$544.01	\$4.08	\$15.00	\$563.09	\$507.60	\$50.20	\$557.80	\$4.18	\$15.00	\$576.98
4 Times per Week	\$620.38	\$53.95	\$674.33	\$5.06	\$18.60	\$697.99	\$629.19	\$62.23	\$691.42	\$5.19	\$18.60	\$715.21
5 Times per Week	\$761.27	\$66.20	\$827.47	\$6.21	\$22.80	\$856.48	\$772.08	\$76.36	\$848.44	\$6.37	\$22.80	\$877.61
6 Times per Week	\$973.99	\$84.69	\$1,058.68	\$7.95	\$29.25	\$1,095.88	\$987.82	\$97.70	\$1,085.52	\$8.15	\$29.25	\$1,122.92
<b>4 Yard</b>												
1 Time per Week	\$248.71	\$21.63	\$270.34	\$2.03	\$7.50	\$279.87	\$252.24	\$24.95	\$277.19	\$2.08	\$7.50	\$286.77
2 Times per Week	\$418.02	\$36.35	\$454.37	\$3.41	\$12.60	\$470.38	\$423.96	\$41.93	\$465.89	\$3.50	\$12.60	\$481.99
3 Times per Week	\$590.40	\$51.34	\$641.74	\$4.82	\$17.70	\$664.26	\$598.78	\$59.22	\$658.00	\$4.94	\$17.70	\$680.64
4 Times per Week	\$764.17	\$66.45	\$830.62	\$6.24	\$22.95	\$859.81	\$775.02	\$76.65	\$851.67	\$6.40	\$22.95	\$881.02
5 Times per Week	\$941.10	\$81.83	\$1,022.93	\$7.68	\$28.20	\$1,058.81	\$954.46	\$94.40	\$1,048.86	\$7.87	\$28.20	\$1,084.93
6 Times per Week	\$1,210.79	\$105.29	\$1,316.08	\$9.88	\$36.30	\$1,362.26	\$1,227.98	\$121.45	\$1,349.43	\$10.13	\$36.30	\$1,395.86

\* Includes franchise fee impact on the Ponderosa Transfer Station fee.

# Exhibit 1

Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

## Commercial Container Rates

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
<b>5 Yard</b>												
1 Time per Week	\$257.63	\$22.40	\$280.03	\$2.11	\$7.80	\$289.94	\$261.29	\$25.84	\$287.13	\$2.16	\$7.80	\$297.09
2 Times per Week	\$456.94	\$39.73	\$496.67	\$3.72	\$13.80	\$514.19	\$463.43	\$45.83	\$509.26	\$3.81	\$13.80	\$526.87
3 Times per Week	\$659.34	\$57.33	\$716.67	\$5.37	\$19.80	\$741.84	\$668.70	\$66.14	\$734.84	\$5.51	\$19.80	\$760.15
4 Times per Week	\$866.19	\$75.32	\$941.51	\$7.07	\$25.95	\$974.53	\$878.49	\$86.88	\$965.37	\$7.25	\$25.95	\$998.57
5 Times per Week	\$1,071.50	\$93.17	\$1,164.67	\$8.74	\$32.25	\$1,205.66	\$1,086.72	\$107.48	\$1,194.20	\$8.96	\$32.25	\$1,235.41
6 Times per Week	\$1,387.53	\$120.65	\$1,508.18	\$11.33	\$41.70	\$1,561.21	\$1,407.23	\$139.18	\$1,546.41	\$11.62	\$41.70	\$1,599.73
<b>6 Yard</b>												
1 Time per Week	\$265.27	\$23.07	\$288.34	\$2.17	\$7.95	\$298.46	\$269.04	\$26.61	\$295.65	\$2.22	\$7.95	\$305.82
2 Times per Week	\$494.50	\$43.00	\$537.50	\$4.04	\$14.85	\$556.39	\$501.52	\$49.60	\$551.12	\$4.14	\$14.85	\$570.11
3 Times per Week	\$728.19	\$63.32	\$791.51	\$5.95	\$21.90	\$819.36	\$738.53	\$73.04	\$811.57	\$6.10	\$21.90	\$839.57
4 Times per Week	\$965.07	\$83.92	\$1,048.99	\$7.87	\$28.95	\$1,085.81	\$978.77	\$96.80	\$1,075.57	\$8.07	\$28.95	\$1,112.59
5 Times per Week	\$1,204.83	\$104.77	\$1,309.60	\$9.83	\$36.15	\$1,355.58	\$1,221.94	\$120.85	\$1,342.79	\$10.08	\$36.15	\$1,389.02
6 Times per Week	\$1,561.32	\$135.77	\$1,697.09	\$12.74	\$46.95	\$1,756.78	\$1,583.49	\$156.61	\$1,740.10	\$13.06	\$46.95	\$1,800.11
<b>7 Yard</b>												
1 Time per Week	\$296.77	\$25.81	\$322.58	\$2.42	\$8.85	\$333.85	\$300.98	\$29.77	\$330.75	\$2.48	\$8.85	\$342.08
2 Times per Week	\$551.42	\$47.95	\$599.37	\$4.50	\$16.50	\$620.37	\$559.25	\$55.31	\$614.56	\$4.61	\$16.50	\$635.67
3 Times per Week	\$809.17	\$70.36	\$879.53	\$6.60	\$24.30	\$910.43	\$820.66	\$81.16	\$901.82	\$6.77	\$24.30	\$932.89
4 Times per Week	\$1,071.50	\$93.17	\$1,164.67	\$8.74	\$32.25	\$1,205.66	\$1,086.72	\$107.48	\$1,194.20	\$8.96	\$32.25	\$1,235.41
5 Times per Week	\$1,333.60	\$115.97	\$1,449.57	\$10.88	\$40.05	\$1,500.50	\$1,352.54	\$133.77	\$1,486.31	\$11.15	\$40.05	\$1,537.51
6 Times per Week	\$1,732.24	\$150.63	\$1,882.87	\$14.14	\$52.05	\$1,949.06	\$1,756.84	\$173.75	\$1,930.59	\$14.50	\$52.05	\$1,997.14
<b>8 Yard</b>												
1 Time per Week	\$338.59	\$29.44	\$368.03	\$2.76	\$10.20	\$380.99	\$343.40	\$33.96	\$377.36	\$2.83	\$10.20	\$390.39
2 Times per Week	\$605.40	\$52.64	\$658.04	\$4.94	\$18.15	\$681.13	\$614.00	\$60.73	\$674.73	\$5.06	\$18.15	\$697.94
3 Times per Week	\$901.96	\$78.43	\$980.39	\$7.36	\$27.15	\$1,014.90	\$914.77	\$90.47	\$1,005.24	\$7.55	\$27.15	\$1,039.94
4 Times per Week	\$1,198.73	\$104.24	\$1,302.97	\$9.78	\$36.00	\$1,348.75	\$1,215.75	\$120.24	\$1,335.99	\$10.03	\$36.00	\$1,382.02
5 Times per Week	\$1,488.00	\$129.39	\$1,617.39	\$12.15	\$44.70	\$1,674.24	\$1,509.13	\$149.25	\$1,658.38	\$12.46	\$44.70	\$1,715.54
6 Times per Week	\$1,826.64	\$158.84	\$1,985.48	\$14.90	\$54.90	\$2,055.28	\$1,852.58	\$183.22	\$2,035.80	\$15.28	\$54.90	\$2,105.98

\* Includes franchise fee impact on the Ponderosa Transfer Station fee.

# Exhibit 1

Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

## Commercial Container Rates

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard Bin - Extra Service Only	\$28.91	\$2.51	\$31.42	\$0.24		\$31.66	\$29.32	\$2.90	\$32.22	\$0.25		\$32.47
1.5 Yard Bin - Extra Service Only	\$32.05	\$2.79	\$34.84	\$0.26		\$35.10	\$32.51	\$3.22	\$35.73	\$0.27		\$36.00
2 Yard Bin - Extra Service Only	\$38.56	\$3.35	\$41.91	\$0.31		\$42.22	\$39.11	\$3.87	\$42.98	\$0.32		\$43.30
3 Yard Bin - Extra Service Only	\$44.95	\$3.91	\$48.86	\$0.36		\$49.22	\$45.59	\$4.51	\$50.10	\$0.37		\$50.47
4 Yard Bin - Extra Service Only	\$51.33	\$4.46	\$55.79	\$0.41		\$56.20	\$52.06	\$5.15	\$57.21	\$0.42		\$57.63
5 Yard Bin - Extra Service Only	\$54.57	\$4.75	\$59.32	\$0.45		\$59.77	\$55.34	\$5.47	\$60.81	\$0.46		\$61.27
6 Yard Bin - Extra Service Only	\$57.85	\$5.03	\$62.88	\$0.47		\$63.35	\$58.67	\$5.80	\$64.47	\$0.48		\$64.95
7 Yard Bin - Extra Service Only	\$64.22	\$5.58	\$69.80	\$0.52		\$70.32	\$65.13	\$6.44	\$71.57	\$0.53		\$72.10
8 Yard Bin - Extra Service Only	\$70.59	\$6.14	\$76.73	\$0.58		\$77.31	\$71.59	\$7.08	\$78.67	\$0.59		\$79.26
Temporary 7 Yard Bin (available to residences)	\$138.68	\$12.06	\$150.74	\$1.13	\$3.00	\$154.87	\$140.65	\$13.91	\$154.56	\$1.16	\$3.00	\$158.72

\* Includes franchise fee impact on the Ponderosa Transfer Station fee.



# Exhibit 1

Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

## Front Load Compactor Rates

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate *	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge **	Total Rate for Services	Base Rate *	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge **	Total Rate for Services
1.3 Yd Compactor												
1 time per week	\$225.84	\$19.64	\$245.48	\$1.85	\$4.35	\$251.68	\$229.05	\$22.65	\$251.70	\$1.90	\$4.35	\$257.95
2 times per week	\$451.69	\$39.28	\$490.97	\$3.68	\$7.35	\$502.00	\$458.10	\$45.31	\$503.41	\$3.77	\$7.35	\$514.53
3 times per week	\$677.52	\$58.91	\$736.43	\$5.54	\$10.20	\$752.17	\$687.14	\$67.96	\$755.10	\$5.68	\$10.20	\$770.98
4 times per week	\$903.35	\$78.55	\$981.90	\$7.37	\$13.20	\$1,002.47	\$916.18	\$90.61	\$1,006.79	\$7.56	\$13.20	\$1,027.55
5 times per week	\$1,129.19	\$98.19	\$1,227.38	\$9.22	\$16.20	\$1,252.80	\$1,145.22	\$113.26	\$1,258.48	\$9.45	\$16.20	\$1,284.13
6 times per week	\$1,355.05	\$117.83	\$1,472.88	\$11.05	\$20.70	\$1,504.63	\$1,374.29	\$135.92	\$1,510.21	\$11.33	\$20.70	\$1,542.24
2 Yd Compactor												
1 time per week	\$347.45	\$30.21	\$377.66	\$2.83	\$5.10	\$385.59	\$352.38	\$34.85	\$387.23	\$2.90	\$5.10	\$395.23
2 times per week	\$694.87	\$60.42	\$755.29	\$5.67	\$8.25	\$769.21	\$704.74	\$69.70	\$774.44	\$5.81	\$8.25	\$788.50
3 times per week	\$1,042.33	\$90.64	\$1,132.97	\$8.50	\$11.25	\$1,152.72	\$1,057.13	\$104.55	\$1,161.68	\$8.71	\$11.25	\$1,181.64
4 times per week	\$1,389.77	\$120.85	\$1,510.62	\$11.35	\$14.40	\$1,536.37	\$1,409.50	\$139.40	\$1,548.90	\$11.64	\$14.40	\$1,574.94
5 times per week	\$1,737.21	\$151.06	\$1,888.27	\$14.18	\$17.55	\$1,920.00	\$1,761.88	\$174.25	\$1,936.13	\$14.54	\$17.55	\$1,968.22
6 times per week	\$2,084.64	\$181.27	\$2,265.91	\$17.01	\$22.35	\$2,305.27	\$2,114.24	\$209.10	\$2,323.34	\$17.44	\$22.35	\$2,363.13
3 Yd Compactor												
1 time per week	\$521.17	\$45.32	\$566.49	\$4.25	\$6.15	\$576.89	\$528.57	\$52.28	\$580.85	\$4.36	\$6.15	\$591.36
2 times per week	\$1,042.34	\$90.64	\$1,132.98	\$8.50	\$10.35	\$1,151.83	\$1,057.14	\$104.55	\$1,161.69	\$8.71	\$10.35	\$1,180.75
3 times per week	\$1,563.50	\$135.96	\$1,699.46	\$12.75	\$15.00	\$1,727.21	\$1,585.70	\$156.83	\$1,742.53	\$13.07	\$15.00	\$1,770.60
4 times per week	\$2,084.65	\$181.27	\$2,265.92	\$17.01	\$18.60	\$2,301.53	\$2,114.25	\$209.10	\$2,323.35	\$17.44	\$18.60	\$2,359.39
5 times per week	\$2,605.82	\$226.59	\$2,832.41	\$21.27	\$22.80	\$2,876.48	\$2,642.82	\$261.38	\$2,904.20	\$21.81	\$22.80	\$2,948.81
6 times per week	\$3,126.99	\$271.91	\$3,398.90	\$25.51	\$29.25	\$3,453.66	\$3,171.39	\$313.65	\$3,485.04	\$26.15	\$29.25	\$3,540.44
4 Yd Compactor												
1 time per week	\$694.88	\$60.42	\$755.30	\$5.67	\$7.50	\$768.47	\$704.75	\$69.70	\$774.45	\$5.81	\$7.50	\$787.76
2 times per week	\$1,389.78	\$120.85	\$1,510.63	\$11.35	\$12.60	\$1,534.58	\$1,409.51	\$139.40	\$1,548.91	\$11.64	\$12.60	\$1,573.15
3 times per week	\$2,084.65	\$181.27	\$2,265.92	\$17.01	\$17.70	\$2,300.63	\$2,114.25	\$209.10	\$2,323.35	\$17.44	\$17.70	\$2,358.49
4 times per week	\$2,779.54	\$241.70	\$3,021.24	\$22.67	\$22.95	\$3,066.86	\$2,819.01	\$278.80	\$3,097.81	\$23.24	\$22.95	\$3,144.00
5 times per week	\$3,474.42	\$302.12	\$3,776.54	\$28.35	\$28.20	\$3,833.09	\$3,523.76	\$348.50	\$3,872.26	\$29.07	\$28.20	\$3,929.53
6 times per week	\$4,169.32	\$362.55	\$4,531.87	\$34.02	\$36.30	\$4,602.19	\$4,228.52	\$418.21	\$4,646.73	\$34.88	\$36.30	\$4,717.91
5 Yd Compactor												
1 time per week	\$868.60	\$75.53	\$944.13	\$7.09	\$7.80	\$959.02	\$880.93	\$87.12	\$968.05	\$7.27	\$7.80	\$983.12
2 times per week	\$1,737.23	\$151.06	\$1,888.29	\$14.18	\$13.80	\$1,916.27	\$1,761.90	\$174.25	\$1,936.15	\$14.54	\$13.80	\$1,964.49
3 times per week	\$2,605.82	\$226.59	\$2,832.41	\$21.27	\$19.80	\$2,873.48	\$2,642.82	\$261.38	\$2,904.20	\$21.81	\$19.80	\$2,945.81
4 times per week	\$3,474.42	\$302.12	\$3,776.54	\$28.35	\$25.95	\$3,830.84	\$3,523.76	\$348.50	\$3,872.26	\$29.07	\$25.95	\$3,927.28
5 times per week	\$4,343.05	\$377.66	\$4,720.71	\$35.45	\$32.25	\$4,788.41	\$4,404.72	\$435.63	\$4,840.35	\$36.34	\$32.25	\$4,908.94
6 times per week	\$5,211.65	\$453.19	\$5,664.84	\$42.52	\$41.70	\$5,749.06	\$5,285.66	\$522.76	\$5,808.42	\$43.59	\$41.70	\$5,893.71
6 Yd Compactor												
1 time per week	\$1,042.34	\$90.64	\$1,132.98	\$8.50	\$7.95	\$1,149.43	\$1,057.14	\$104.55	\$1,161.69	\$8.71	\$7.95	\$1,178.35
2 times per week	\$2,084.65	\$181.27	\$2,265.92	\$17.01	\$14.85	\$2,297.78	\$2,114.25	\$209.10	\$2,323.35	\$17.44	\$14.85	\$2,355.64
3 times per week	\$3,126.99	\$271.91	\$3,398.90	\$25.51	\$21.90	\$3,446.31	\$3,171.39	\$313.65	\$3,485.04	\$26.15	\$21.90	\$3,533.09
4 times per week	\$4,169.32	\$362.55	\$4,531.87	\$34.02	\$28.95	\$4,594.84	\$4,228.52	\$418.21	\$4,646.73	\$34.88	\$28.95	\$4,710.56
5 times per week	\$5,211.65	\$453.19	\$5,664.84	\$42.52	\$36.15	\$5,743.51	\$5,285.66	\$522.76	\$5,808.42	\$43.59	\$36.15	\$5,888.16
6 times per week	\$6,253.97	\$543.82	\$6,797.79	\$51.03	\$46.95	\$6,895.77	\$6,342.78	\$627.31	\$6,970.09	\$52.32	\$46.95	\$7,069.36

\* Base Rate is based on 4.3333 pick-ups per month at \$40.66/cu.yd. or \$176.19 per month times the compactor size and frequency of pick-ups per week.

\*\* Household Hazardous Waste / RWMA Surcharge Rates are based on rates for the same size of commercial containers and service frequency. Rates for the 1.3 Yard Compactor are based on the rates for the 1.5 Yard Commercial Container.

\*\*\* Includes franchise fee impact on the Ponderosa Transfer Station fee.

**Exhibit 1**

Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

**Commercial Can and Cart Rates**

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
Commercial Can	\$23.94	\$2.08	\$26.02	\$0.19	\$0.75	\$26.96	\$24.28	\$2.40	\$26.68	\$0.19	\$0.75	\$27.62
Additional Commercial Can	\$22.16	\$1.93	\$24.09	\$0.17	\$0.75	\$25.01	\$22.47	\$2.22	\$24.69	\$0.17	\$0.75	\$25.61
Commercial Cart	\$48.02	\$4.18	\$52.20	\$0.39	\$1.50	\$54.09	\$48.70	\$4.82	\$53.52	\$0.40	\$1.50	\$55.42
Additional Commercial Cart	\$48.02	\$4.18	\$52.20	\$0.39	\$1.50	\$54.09	\$48.70	\$4.82	\$53.52	\$0.40	\$1.50	\$55.42

\* Includes franchise fee impact on the Ponderosa Transfer Station fee.

**Exhibit 1**  
Recology Yuba - Sutter  
County of Yuba  
Proposed Rates Effective 10/1/17

**Debris Box Rates**

Service Description	Rates Effective 10/1/2016						Rates Effective 10/1/2017					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
09Yd Dirt/Concrete Debris	\$392.95	\$34.17	\$427.12	\$3.21	7.50	\$437.83	\$398.53	\$39.42	\$437.95	\$3.29	7.50	\$448.74
15 Yd Debris Box	\$316.50	\$27.52	\$344.02	\$2.58	6.30	\$352.90	\$320.99	\$31.75	\$352.74	\$2.65	6.30	\$361.69
20 Yd Debris Box	\$365.17	\$31.75	\$396.92	\$2.98	7.50	\$407.40	\$370.36	\$36.63	\$406.99	\$3.06	7.50	\$417.55
25 Yd Debris Box	\$393.03	\$34.18	\$427.21	\$3.21	8.10	\$438.52	\$398.61	\$39.42	\$438.03	\$3.29	8.10	\$449.42
30 Yd Debris Box	\$431.35	\$37.51	\$468.86	\$3.52	9.00	\$481.38	\$437.48	\$43.27	\$480.75	\$3.61	9.00	\$493.36
40 Yd Debris Box	\$507.84	\$44.16	\$552.00	\$4.14	10.80	\$566.94	\$515.05	\$50.94	\$565.99	\$4.24	10.80	\$581.03
Compactor Rate Per Cubic Yard	\$44.47	\$3.87	\$48.34	\$0.36	\$0.90	\$49.60	\$45.10	\$4.46	\$49.56	\$0.37	\$0.90	\$50.83
Wood Debris Box	\$172.16	\$14.97	\$187.13	\$1.40		\$188.53	\$174.60	\$17.27	\$191.87	\$1.44		\$193.31
15 Yard Tires	\$580.37	\$50.47	\$630.84	\$4.74	\$10.20	\$645.78	\$588.61	\$58.21	\$646.82	\$4.86	\$10.20	\$661.88
20 Yard Tires	\$735.17	\$63.93	\$799.10	\$6.00	\$12.90	\$818.00	\$745.61	\$73.74	\$819.35	\$6.15	\$12.90	\$838.40
25 Yard Tires	\$879.62	\$76.49	\$956.11	\$7.19	\$15.45	\$978.75	\$892.11	\$88.23	\$980.34	\$7.37	\$15.45	\$1,003.16
30 Yard Tires	\$1,024.13	\$89.05	\$1,113.18	\$8.35	\$18.00	\$1,139.53	\$1,038.67	\$102.73	\$1,141.40	\$8.56	\$18.00	\$1,167.96
40 Yard Tires	\$1,227.97	\$106.78	\$1,334.75	\$10.02	\$21.45	\$1,366.22	\$1,245.41	\$123.17	\$1,368.58	\$10.27	\$21.45	\$1,400.30
Trip Charge / Same Day Service	\$71.86	\$6.25	\$78.11			\$78.11	\$72.88	\$7.21	\$80.09			\$80.09
Demurrage Charge	\$17.69	\$1.54	\$19.23			\$19.23	\$17.94	\$1.77	\$19.71			\$19.71

\* Includes franchise fee impact on the Ponderosa Transfer Station fee.

## **ATTACHMENT D**

### **MODEL AMENDMENT TO COLLECTION SERVICE AGREEMENT**

This Amendment to the Collection Service Agreement for solid waste collection, disposal, and recycling services is made this 22<sup>nd</sup> day of August 2017, by and between the County of Yuba, California (COUNTY) and Recology Yuba-Sutter.

#### **RECITALS**

A. On December 13, 2011, COUNTY entered into a Collection Service Agreement (Agreement) with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the corporate limits of COUNTY. The Agreement expires on September 30, 2019.

B. COUNTY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this amendment (Amendment) to adjust Maximum Service Rates for residential, commercial and debris box collection rates effective October 1, 2017 to reflect the Refuse Rate Index Adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, including a modification of franchise fees.

C. COUNTY stipulates that this Amendment to the Collection Service Agreement is conditioned upon the mutual commitment of all of the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments.

#### **NOW, THEREFORE THE PARTIES TO THE COLLECTION SERVICE AGREEMENT AND THIS AMENDMENT AGREE AS FOLLOWS**

##### **1. MAXIMUM SERVICE RATES**

The Maximum Service Rates that may be charged by Recology Yuba-Sutter for the services provided in Rate Year 2018 pursuant to the Agreement are specified in Exhibit 1 to this Amendment. The COUNTY hereby adjusts the franchise fee percentage to be nine (9) percent. Recology Yuba-Sutter and the COUNTY agree that the Maximum Service Rates include ongoing remittances to the RWMA of \$34,611.32 per month in Rate Year 2018 for the Rate Stabilization and Capitalization Fund (five jurisdiction) is included in the Maximum Service Rates.

##### **2. CONDITIONS FOR EFFECTIVENESS OF THIS AGREEMENT AMENDMENT**

The effectiveness of this Agreement Amendment is expressly conditioned on the mutual written commitment of all the member agencies of the Regional Waste Management Authority to adopt the same base service rate adjustments and the other referenced adjustments to remittances to the Rate Stabilization and Capitalization Funds pursuant to Section 1 above.

# *The County of Yuba*

## **Community Development and Services Agency**

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**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Tim Young

**SUBJECT:** Adopt resolution establishing 10-ton weight limit for Ellis Road Bridge over Simmerly Slough until repaired or replaced.

**DATE:** August 22, 2017

**NUMBER:** 275/2017

### RECOMMENDATION:

Public Works recommends that the Board of Supervisors evaluate the critical findings presented by Caltrans personnel at the public hearing and if the Board agrees adopt a resolution that establishes a 10-ton weight limit for Ellis Road Bridge over Simmerly Slough until it is repaired or replaced.

### BACKGROUND:

On June 1, 2017, Caltrans Office of Structures Maintenance and Investigations was conducting inspections of Yuba County scour critical structures. When inspecting the Ellis Road Bridge over Simmerly Slough (Bridge No. 16C0075) Caltrans discovered that the high storm water flows this winter undermined and eroded two of the bridge columns. The situation was severe enough that the Caltrans inspector contacted the Public Works Department with a recommendation of setting a 10-ton weight limit for the bridge. Public Works concurred and the Director of Public Works immediately directed staff to provide signage restricting the bridge to a 10-ton maximum loading limit. Signs indicating the 10-ton limit were placed at the bridge on June 5<sup>th</sup>, 2017.

The structure is nearing the end of its useful life so performing remedial repair will only keep the bridge serviceable for the immediate future. The existing bridge is listed as structurally deficient on the National Bridge Inventory list and qualifies for replacement through the Highway Bridge Program (HBP). Public Works staff will pursue replacement of the structure, however, that process typically takes 3 to 5 years to complete.

### DISCUSSION:

The Caltrans Office of Structures Maintenance and Investigations made the following critical findings for the Ellis Road Bridge over Simmerly Slough:

1. Void in the base of Column 1, Bent 2. Approximately 50% section loss with two exposed longitudinal rebar.
2. Undermining of spread footing of Column 2, Bent 2 with estimated 60% loss of bearing support area.

With the aid of a consulting structural engineer, the County will develop plans and then repair the existing substructure or provide an alternate means of support for the bridge. This will be an interim remedial repair until the bridge is replaced through the Highway Bridge Program. Notice of the Public Hearing, to be held on August 22, 2017 at the regularly scheduled Board of Supervisors meeting, will be posted at the bridge site no later than August 17, 2017. Caltrans personnel will present their findings and recommendations to the Board of Supervisors at the public hearing. If the Board of Supervisors agree with the findings to set the weight limit at a 10 ton capacity for the bridge, the attached resolution may be adopted.

COMMITTEE ACTION:

The Land Use & Public Works Committee was by-passed due to the critical nature and timeframe associated with this action.

FISCAL IMPACT:

The cost to repair the structure is unknown at this time. Public Works has submitted this to FEMA as a disaster site caused by the February storms. If it is accepted as an eligible project by FEMA, federal funding will provide for 75% of the project cost. The State will provide approximately 18% of the remaining funding required, with the County Road Fund providing the remaining 7%. If the site is not accepted for repair through FEMA, the funding for remedial repair will come from the Road Fund. No General Funds will be used.

*Attachments*

Resolution for BOS to approve 10 ton weight limit on Ellis Road Bridge Over Simmerly Slough  
Caltrans Critical Findings County of Yuba

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

**RESOLUTION ADOPTING A MAXIMUM LOAD        )  
POSTING FOR THE BRIDGE ON ELLIS ROAD        )  
OVER SIMMERLY SLOUGH, BRIDGE NO. 16C-0075)**

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

**WHEREAS**, Yuba County “may determine the maximum weight of vehicle and load, lower than the maximum weight otherwise permitted under the State of California Vehicle Code 35754 and Yuba County Ordinance 9.25.135, which a bridge or other structure under its jurisdiction with safety to itself will sustain.”

**WHEREAS**, an engineering investigation has been accomplished by the State of California, Department of Transportation (Caltrans), and

**WHEREAS**, bridge number 16C-0075, Ellis Road crossing Simmerly Slough, has been appropriately noticed regarding the proposed maximum load posting and date and time of public hearing to be held, and

**WHEREAS**, by the Yuba County Board of Supervisors that the maximum load posting, for bridge number 16C-0075, Ellis Road crossing Simmerly Slough, is hereby approved and said bridge shall be posted as follows:

**10 TONS PER VEHICLE**

**10 TONS PER SEMI-TRAILER COMBINATION**

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the Yuba County Board of Supervisors is hereby authorized to execute the adoption of the maximum load posting for bridge number 16C-0075 on behalf of the County

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

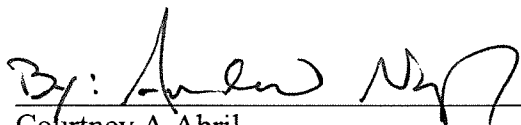
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BOARD OF SUPERVISORS  
CHAIR

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

---

YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Courtney A Abril  
County Counsel





**File: 16C0075-293.jpg**

Looking at the Span 2 side of Bent 2 Column 1. The original support was a 12 in. square column supported on a 36 in. square spread footing. The protective concrete collar at the base of the column is 24 in. square and was added at an unknown date. The spread footing is visible at the water line and is exposed to a depth of 8 in. but is not undermined. The void visible in this photo extends into the original column, and it is estimated that 50% of the original column section has been lost. There are two exposed  $\frac{3}{4}$  in. square reinforcing bars exposed, 3" and 6" in height.



**File: 16C0075-287.jpg**

Span 2 side of Bent 2 looking downstream (south). Column 1 is in foreground. The columns are individually supported by spread footings.



**File: 16C0075-292.jpg**

Looking straight down on the north side of the spread footing of Bent 2 Column 2. The footing is undermined. The footing is 42" wide. A 5-ft. long probe was inserted 52 in. horizontally under the footing with no appreciable resistance. It is estimated that the footing has lost 60% of its bearing area due to scour.



# STRUCTURE MAINTENANCE & INVESTIGATIONS RECORD OF CRITICAL FINDINGS

(REV 11/2014)

Bridge Name: <u>Simmerly Slough</u>		Owner (State/County/City/Other): <u>County of Yuba</u>
Bridge Number: <u>16C0075</u>	Location (Dist-County-Rte-PM): <u>Ellis Rd 1.0 mi east of State Route 70</u>	
Contact Made With (Name): <u>Tim Young</u>		<input type="checkbox"/> DISTRICT <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER _____
Business Phone: <u>main 530-749-5420 mob 530-844-0122</u>		
Email Address: <u>tyoung@co.yuba.ca.us</u>		
Date of Contact: <u>6/2/2017</u>		

**PROBLEM (Be Brief):**

1. Void in the concrete at base of Col 1 Bent 2 w/ approx. 50% section loss and two exposed longitudinal reinforcing bars.
2. Undermined spread footing at Col 2 Bent 2 w/ estimated 60% loss of bearing support area.

**ACTION RECOMMENDED (By SM&I):**

Mitigate aforementioned problems by performing repairs to existing substructure or by providing alternate means of support.

**ACTION TAKEN (By Bridge Owner):**

The county will engage the services of a consulting civil engineer to formulate a plan of action. Until repairs are implemented, The county has agreed to post the bridge for a maximum load of 10 Tons.

☐ Permanent Resolution, No Follow-Up Required
 ☒ Temporary Resolution, Follow-Up Required: every 3 month(s)

**OPERATIONAL RESTRICTIONS:** ☐ NO ☒ YES (Describe)

NAME: <u>Scott Davis</u>	SIGNATURE: <u>[Signature]</u>	DATE: <u>6/5/17</u>
SENIOR ASSIGNED TO FOLLOW UP, if different than above		
NAME: <u>Charles Weiche</u>	SIGNATURE: <u>[Signature]</u>	DATE: <u>6-5-17</u>

☐ Permanent Resolution, Close Action Document

NAME:	SIGNATURE:	DATE:
ROUTING:	SIGNATURE:	FOLLOW-UP SIGNATURE (if required):
1. SUPERVISING SENIOR	<u>[Signature]</u>	
2. OFFICE CHIEF	<u>[Signature]</u> FOR V. Sidorov	
3. DEPUTY DIVISION CHIEF	<u>[Signature]</u> 6/5/17	
4. ADMINISTRATIVE SUPPORT	<u>[Signature]</u> 6/5/17	

CC: FHWA (CA Division Structures Engineer)  
DLAE (for local agency bridges only)  
Local Agency (for local agency bridges only)  
SM&I Information Officer



RECEIVED

AUG 02 2017

Clerk/Board of Supervisors

July 27, 2017

Mr. Randy Fletcher, Chairperson  
Yuba County Board of Supervisors  
915 8th Street, Suite 109  
Marysville, California 95901

Subject: U.S. Small Business Administration Physical Disaster Declaration

Dear Chairperson Fletcher:

On July 27, 2017, the U.S. Small Business Administration declared the primary county of **Butte** and the contiguous counties of **Colusa, Glenn, Plumas, Sutter, Tehama, and Yuba** a disaster area. This declaration is a result of damages caused by the Wall Fire that occurred July 7-17, 2017.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

KARMA HACKNEY  
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services  
File Copy



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
INDIVIDUAL ASSISTANCE DIVISION  
(916) 845-8149 TELEPHONE (916) 845-8395 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

# U.S. Small Business Administration (SBA) Declaration SBA #15216- Wall Fire

## Declaration Information

The following table illustrates the declaration information.

<b>Eligible Primary County/Counties:</b>	<b>Butte</b>
<b>Eligible Contiguous County/Counties:</b>	<b>Colusa, Glenn, Plumas, Sutter, Tehama, Yuba</b>
<b>Event:</b>	Wall Fire that occurred July 7- 17, 2017
<b>Assistance made available by declaration:</b>	SBA Physical and Economic Injury Disaster Loans
<b>Application deadline for property damage:</b>	<b>September 25, 2017</b>
<b>Application deadline for business economic injury:</b>	<b>April 27, 2018</b>
<b>Who may apply:</b>	<ol style="list-style-type: none"> <li>1. Homeowners, renters, businesses of any size and non-profit organizations whose property was damaged or destroyed by the disaster, and</li> <li>2. Small businesses and some private non-profit organizations that suffered economic injury as a result of the disaster</li> </ol>
<b>How to apply:</b>	Contact SBA at <b>1-800-659-2955</b> , or visit SBA's website at: <a href="http://www.sba.gov/disaster">www.sba.gov/disaster</a> , or email <a href="mailto:disastercustomerservice@sba.gov">disastercustomerservice@sba.gov</a> Hearing impaired individuals may call 1-800-877-8339.

For SBA's Disaster Loan Outreach Center location, dates, and hours of operation, see Page 2.

**SBA Disaster  
Office Schedule**

The following table provides address and office hours of the SBA Disaster Office.

<b>Location:</b>	Butte County, Department of Development Services, Fire Assistance Center 7 County Center Drive Oroville, CA 95965
<b>Date(s) of Operation:</b>	July 31, 2017 through August 10, 2017
<b>Hours of Operation:</b>	Mondays-Fridays 8 a.m. – 5 p.m.



Commissioners  
Eric Sklar, President  
Saint Helena  
Jacque Hostler-Carmesin, Vice President  
McKinleyville  
Anthony C. Williams, Member  
Huntington Beach  
Russell E. Burns, Member  
Napa  
Peter S. Silva, Member  
El Cajon

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

Valerie Termini, Executive Director  
1416 Ninth Street, Room 1320  
Sacramento, CA 95814  
(916) 653-4899  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

## Fish and Game Commission



Wildlife Heritage and Conservation  
Since 1870

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AUG 04 2017

Clerk/Board of Supervisors

August 1, 2017

### TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 128, Title 14, California Code of Regulations, relating to the commercial taking of sea cucumber, which will be published in the California Regulatory Notice Register on August 4, 2017.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Sincerely,

Sherrie Fonbuena  
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 Section 8405.3 of the Fish and Game Code and to implement, interpret or make specific Sections 8026, 8405.1, 8405.3 and 8500 of said Code, proposes to add Section 128, Title 14, California Code of Regulations (CCR), relating to commercial taking of sea cucumber.

### **Informative Digest/Policy Statement Overview**

The proposed addition of new regulations in Section 128, Title 14, CCR, will create a seasonal closure that would prohibit all commercial take of warty sea cucumber during a significant portion of the spawning season and prohibit the possession aboard commercial vessels and landings of warty sea cucumbers during the closed season.

Current laws governing commercial harvest of sea cucumber in California are permissive with only permits and permitting provisions for the sea cucumber fishery (Fish and Game Code (FGC) Section 8405, et seq.). There are no seasons, size limits, catch limits or limits on dive gear usage (e.g. SCUBA and surface supplied air) when commercially fishing for sea cucumber by diving or trawling.

Under FGC subsection 8405.3(a), the Commission has the authority to adopt regulations that are reasonably necessary to protect the sea cucumber resource, to assure a sustainable sea cucumber fishery, or to enhance enforcement activities. Consistent with the policy and criteria outlined in FGC subsection 8405.3(a), the Department of Fish and Wildlife (Department) recommends that the Commission add Section 128, Title 14, CCR, to establish a closed season for warty sea cucumber. The proposed regulations would promote a sustainable warty sea cucumber fishery through the protection of the spawning population.

Three seasonal closure options are provided for the Commission's consideration,

- April 1 to June 30; or
- March 1 to June 14; or
- January 1 to June 14.

The proposed regulations would also clarify the existing recordkeeping obligations for commercial sea cucumber dive activities (FGC subsection 8405.1(c)) by referencing Section 120.7, Title 14, CCR, which incorporates the Department's Commercial Dive Fishing Log form (DFG 120.7) by reference. A similar regulation currently exists for recordkeeping of commercial trawling activities for sea cucumber in Section 176, Title 14, CCR.

### **Benefits of the Regulations**

The proposed closed season for the commercial warty sea cucumber fishery would protect warty sea cucumber spawning aggregations from overexploitation and promote the long-term sustainability of the fishery resource. The recordkeeping requirements would provide clarification and improve compliance with and enforcement of the regulations.

### **Consistency and Compatibility with Existing Regulations**

The proposed regulations are consistent with sections 120, 120.7, 123, 189 and 632, Title 14, CCR. Commission staff has searched the CCR and found no other regulations that address the commercial take of sea cucumber and therefore finds that the proposed regulations are neither



inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to adopt regulations necessary to protect the sea cucumber resource and to assure a sustainable sea cucumber fishery (FGC subsection 8405.3(a)). No other State agency has the authority to regulate the commercial take of warty sea cucumber.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Wednesday, August 16, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the SpringHill Suites by Marriott, 900 El Camino Real, Atascadero, California, on Thursday, October 12, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before September 28, 2017, at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). **Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on October 6, 2017.** All comments must be received no later than October 12, 2017, at the hearing in Atascadero, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

#### Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through our website at [www.fgc.ca.gov](http://www.fgc.ca.gov). The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, 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 Valerie Termini or Sherrie Fonbuena at the preceding address or phone number.

**Carlos Mireles, Department of Fish and Wildlife, phone (805) 568-1221, email [Carlos.Mireles@wildlife.ca.gov](mailto:Carlos.Mireles@wildlife.ca.gov), has been designated to respond to questions on the substance of the proposed regulations.**

#### Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

#### Impact of Regulatory Action/Results of the Economic Impact Assessment

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 Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because harvest quantities by California permittees are not anticipated to fall and a commercial warty sea cucumber fishery only exists in the State of California and there are no like products that currently compete as substitutes for warty sea cucumber. While no other state has a commercial fishery that poses competition, Mexico does have a warty sea cucumber fishery. However, Mexico's fishery has been exhibiting similar signs of decline. In light of the fact that other sea cucumber stocks in the world have been overharvested, it is critical to maintain a sustainable sea cucumber fishery in California.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission anticipates limited short-term negative impacts from a curtailed season length on the creation or elimination of jobs within the State, with the potential for the direct, indirect, and induced loss of 17 to 21 jobs that are directly or indirectly linked to the warty sea cucumber fishery statewide.

The proposed action is not anticipated to exert significant impact on the creation of new businesses, the elimination of existing businesses, or the expansion of businesses in California because the proposed action will not constitute a substantial year-round drop in fishery activity.

The Commission anticipates generalized benefits to the health and welfare of California residents through the improved reporting and better monitoring of the fishery.

No impacts to worker safety are anticipated.

The State's environment should benefit by the improved management of the warty sea cucumber resource with the goal of creating a more sustainable sea cucumber dive fishery, which would benefit existing businesses in the long term.

- (c) Cost Impacts on a Representative Private Person or Business:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action. The annual income from sea cucumber harvesting is not likely to change for individuals since the regulation only changes the season dates. The proposal does not impose additional compliance costs such as gear, fees, etc. The individuals comprising the sea cucumber fishery support the changes in order to sustain the fishery for future years.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

#### Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

#### Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: July 25, 2017

Valerie Termini  
Executive Director

Commissioners  
Eric Sklar, President  
Saint Helena  
Jacque Hostler-Carmesin, Vice President  
McKinleyville  
Anthony C. Williams, Member  
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Peter S. Silva, Member  
El Cajon

STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

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1416 Ninth Street, Room 1320  
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## Fish and Game Commission



Wildlife Heritage and Conservation  
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AUG 04 2017

Clerk/Board of Supervisors

August 1, 2017

This is to provide you with a copy of the notice of proposed regulatory action relative to adding Section 42, and subsection (a)(2) of Section 703, and amend subsection (c) of Section 43 and subsection (a) of Section 651, Title 14, California Code of Regulations, relating to commercial use and possession of native rattlesnakes for biomedical and therapeutic purposes, which will be published in the California Regulatory Notice Register on August 4, 2017.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2017/index.aspx>.

**Laura Patterson, Senior Environmental Scientist Specialist, Department of Fish and Wildlife, (916) 445-6456, 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 Section 5061 of the Fish and Game Code, Section 597 of the Penal Code, Sections 11503 and 11506 of the Government Code and to implement, interpret or make specific Sections 5060 and 5061 of the Fish and Game Code, Section 597, of the Penal Code, Sections 11503 and 11506 of the Government Code, proposes to add Section 42 and subsection (a)(2) of Section 703, and amend subsection (c) of Section 43 and subsection (a) of Section 651, relating to Commercial Use and Possession of Native Rattlesnakes for Biomedical and Therapeutic Purposes

### **Informative Digest/Policy Statement Overview**

The Fish and Game Commission (Commission) received a petition in 2015 to amend existing regulations or adopt new regulations that would allow for the commercial use of native rattlesnakes to develop antivenom, vaccines, and other therapeutic agents. The Commission approved the petition request at its February 11, 2016 meeting in Sacramento and forwarded it to the Department of Fish and Wildlife (Department) for evaluation. Department staff met with the petitioners during 2016 to gather additional information. The petitioners had initially proposed using "nuisance" snakes collected by rattlesnake removal businesses for this purpose, as well as raising the possession limit on native rattlesnakes for aversion trainers. However, those proposals would have required additional public outreach and scoping of affected businesses that would have greatly delayed the development of the new regulations. Therefore, with the petitioners' consent, the Department narrowed the scope of the regulatory proposal to address only commercialized use of native rattlesnakes for venom extraction in conjunction with research and development of biomedical and therapeutic agents. In addition, the Department added propagation of native rattlesnakes at the request of the petitioners.

The Commission has the statutory authority to adopt regulations for the commercial use of native reptiles pursuant to Fish and Game Code Section 5061. Currently, there are only two authorized commercial activities in California: captive propagation and sale of three species of snakes, which is allowed under Section 43, and wild collection and sale of native reptiles by Biological Supply Houses, which is allowed under Section 651.

Venom from rattlesnakes differs by species, and in some cases by location within the species. For example, Southern Pacific Rattlesnake (*Crotalus oreganus helleri*) venom has unique properties that differ across its range. Antivenom and vaccines that are derived from different species of rattlesnakes than the species that inflicted the bite are less effective, and sometimes not effective at all, in treatment of the bite. Currently, the only way antivenom, vaccines, and therapeutic agents can be derived from native rattlesnakes in California is through non-commercial research and development through a valid Scientific Collecting Permit pursuant to Section 650. However, Biological Supply Houses can collect native rattlesnakes and sell them to out-of-state scientific and



educational facilities that develop and sell these products.

### **Existing Regulations**

The text of Section 42 was repealed in January 2002, but the title and note are still listed in Title 14, Code of Regulations (CCR). Section 43 contains regulations for the captive propagation of native reptiles and sale of three species of native snakes. Section 651 regulations specify the wild collection and sale of native reptiles by Biological Supply Houses.

### **Proposed Regulations**

The proposed Section 42 regulation will allow California businesses to develop and sell regionally specific antivenom, vaccines, and therapeutic agents derived from native rattlesnake venom that would benefit human, pet, and livestock health. The new permit is structured to allow for:

1. Businesses which seek to maintain live native rattlesnake species for venom extraction and develop and sell therapeutic products from the native rattlesnake venom, or
2. Businesses which only intend to develop and sell therapeutic products from the native rattlesnake venom.

In addition, it is necessary to make minor amendments to Sections 43, 651, and 703 to provide consistency and clarity with the proposed Section 42.

Subsection (a) of Section 42 details the activities that the activities that allowed with a commercial native rattlesnake permit issued by the Department.

Subsection (b) of Section 42 specifies that this regulation does not supersede any other federal, state, or local laws regulating or prohibiting possession of native rattlesnakes or the activities authorized under a commercial native rattlesnake permit.

Subsection (c) of Section 42 lists the species of native rattlesnakes that may be used under this regulation.

Subsection (d) of Section 42 specifies regulations for the permit application, fees, duration of permit, and qualification requirements, such as minimum qualifications, letter of reference, statement of purpose, an emergency action plan, an initial inspection and minimum age. A separate permit is proposed for each facility housing native rattlesnake species or creating products from venom extracted from native rattlesnake species. The proposed regulation establishes a new 2018 Commercial Native Rattlesnake Permit Application (Form DFW 1044 (New 4/2017)), which is incorporated by reference herein.

Subsection (e) of Section 42 describes the general conditions associated with possessing a permit pursuant to this section, including agreeing to random inspections, ability to transfer or exchange rattlesnakes among permittees, prohibition of release into the wild, and conditions under which applications will be denied or permits will be revoked.

Subsection (f) of Section 42 describes the humane care and treatment that permittees must provide to native rattlesnakes possessed under this regulation. It includes requirements on enclosure size, substrate, and cleanliness; appropriate food and water; pest control; and observation and handling.

Subsection (g) of Section 42 describes the requirement for each facility to maintain an Emergency Action Plan and the minimum contents of that plan in the event of a bite, escape, or emergency evacuation.

Subsection (h) of Section 42 describes the records a permittee must maintain while operating under a permit pursuant to this section and the duration the records must be kept and made available to the department. The proposed regulation establishes a new Commercial Native Rattlesnake Permit Record (Form DFW 1044A (New 4/2017)), which is incorporated by reference herein.

Subsection (i) of Section 42 describes the annual reporting requirements under the regulation.

Subsection (j) of Section 42 describes the terms of shipping live native rattlesnakes under the authority of this regulation and clarifies that this regulation does not supersede any federal, state, local, or shipping entity's rules regarding shipment of live rattlesnakes.

Subsection (c) of Section 43 restricts the sale, possession, transportation, importation, exportation, and propagation of native reptiles for commercial purposes except as provided in subsection 40(f) and the species identified within Section 43. To ensure consistency with the new regulation, this amendment adds an exception for entities permitted through Section 42.

Subsection (a) of Section 651 limits the sale of native reptiles and amphibians to scientific or educational institutions to biological supply houses that operate under a permit issued by the Department. This proposed amendment states that persons who hold a valid commercial native rattlesnake permit issued by the department and commercial developers of biomedical or therapeutic agents shall be considered scientific and educational institutions for the purposes of this section.

Subsection (a)(2) of Section 703 specifies the forms and fees associated with the Commercial Native Rattlesnake Permit.

## **FORMS INCORPORATED BY REFERENCE**

2018 Commercial Native Rattlesnake Permit Application  
Form DFW 1044 (New 4.2017)

Commercial Native Rattlesnake Permit Record  
Form DFW 1044A (New 4/2017)

## **BENEFITS OF THE REGULATIONS**

Allowing for limited collection and possession of native rattlesnakes as described in Section 42 is expected to result in more effective and cheaper antivenom and vaccines as well as other therapeutic agents.

## **CONSISTENCY WITH STATE AND FEDERAL REGULATIONS**

Article IV, Section 20 of the State Constitution specifies that the Legislature may delegate to the Fish and Game 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 regulate commercial take of native reptiles (Fish & Game Code, §5061). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to native rattlesnakes. Further, the Commission has determined that the proposed regulations are neither incompatible nor inconsistent with existing federal regulations.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the SpringHill Suites by Marriott, 900 El Camino Real, Atascadero, California, on Wednesday, October 11, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on September 28, 2017 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on October 6, 2017. All comments must be received no later than October 11, 2017, at the hearing. If you would like copies of any modifications to this

## **Availability of Documents**

The Initial Statement of Reasons, text of the regulations, as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, 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 Valerie Termini or Sheri



Tiemann at the preceding address or phone number. **Laura Patterson, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Ms. Patterson can be reached at (916) 341-6981 or [Laura.Patterson@wildlife.ca.gov](mailto:Laura.Patterson@wildlife.ca.gov).** Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our website at <http://www.fgc.ca.gov>.

### **Availability of Modified Text**

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### **Impact of Regulatory Action/Results of the Economic Impact Assessment**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. It establishes the ability for California companies to compete with out-of-state companies in the development and sale of pharmaceutical products derived from native rattlesnakes.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate significant impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California due to the limited number of anticipated permit applications.

The Commission anticipates benefits to the health and welfare of California residents through the development of improved therapeutic agents to treat rattlesnake bites in pets and domestic livestock. The Commission does not anticipate any non-monetary benefits to worker safety.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission estimates that a representative private person or business would necessarily incur \$815 in permitting and inspection costs in the first year and \$113 in annual costs in reasonable compliance with the proposed action.

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

The Commission anticipates revenue to recover the Department's administrative costs from initial inspections and permit fees for the first year from each business and annual renewal fees thereafter. The proposed action will not affect any other State Agency.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

(f) Programs Mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

### **Effect on Small Business**

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

### **Consideration of Alternatives**

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is

proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: July 18, 2017

Valerie Termini  
Executive Director

Commissioners  
Eric Sklar, President  
Saint Helena  
Jacque Hostler-Carmesin, Vice President  
McKinleyville  
Anthony C. Williams, Member  
Huntington Beach  
Russell E. Burns, Member  
Napa  
Peter S. Silva, Member  
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STATE OF CALIFORNIA  
Edmund G. Brown Jr., Governor

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## Fish and Game Commission



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Clerk/Board of Supervisors

August 1, 2017

This is to provide you with a copy of the notice of proposed regulatory action relative to amending subsections (b), (e), (g), (m), and (n) of Section 150; subsections (d) and (j) of Section 150.02; subsections (c), (d) and (h) of Section 150.03; and subsection (b) of Section 705, Title 14, California Code of Regulations, regarding Nearshore Fishery Permit, Nearshore Fishery Permit Gear Endorsements, and Deeper Nearshore Species Fishery Permit Transferability which will be published in the California Regulatory Notice Register on August 4, 2017.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2017/index.aspx>.

**Traci Larinto, Senior Environmental Specialist, Marine Region, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Ms. Larinto can be reached at (562) 355-7061 or [Traci.Larinto@wildlife.ca.gov](mailto:Traci.Larinto@wildlife.ca.gov).**

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 713, 1050, 7071 and 8587.1 of the Fish and Game Code and to implement, interpret or make specific Sections 713, 1050, 7071, 7852.2, 7857, 7858, 8046, 8585.5, 8587.1, 8589.5, 8589.7, 9001 and 9001.5 of said Code, relating to Nearshore Fishery Permit, Nearshore Fishery Permit Gear Endorsements, and Deeper Nearshore Species Fishery Permit Transferability.

### **Informative Digest/Policy Statement Overview**

Under current regulations (Section 150), only persons with a Nearshore Fishery Permit are allowed to take nearshore species (cabezon; California scorpionfish; California sheephead; kelp and rock greenlings; and, black-and-yellow, China, gopher, grass and kelp rockfishes). Transfer of Nearshore Fishery Permits is allowed on a two-for-one basis with the new permittee purchasing two permits, agreeing to retire one permit and fish using the other. The number of permits has declined 35 percent in the past 13 years and it's become very difficult to find two permits for sale in the same regional management area. The proposed regulations would change permit transfers to one-for-one making it easier for new permittees to get into the fishery as well as current permittees to retire. Additionally, the proposed regulations would standardize the transfer paperwork by changing from notarized letters from permit holders to a notarized application provided by the Department. The following is a summary of the changes proposed for Sections 150:

- Clarify that Nearshore Fishery Permit holders can only have one permit, regardless of the management area, at any time (Subsection 150(b))
- Add a requirement that the estate of a non-transferable Nearshore Fishery Permit shall immediately surrender the permit to the Department (Subsection 150(e)(5))
- Revise permit transfers (Subsection 150(g)(1-7)):
  - Allow for permit transfers on a one-for-one basis,
  - Change the paperwork from notarized letters to a notarized application,
  - Allow the estate of a deceased permittee two years to transfer the permit,
  - Require that the estate temporarily relinquish the permit until the transfer can be made, and
- Delay the transfer pending resolution of any criminal, civil and/or administrative action involving the current permittee.



- Change the process for appealing denial of a transfer from a two-step process to a one-step process (Subsection 150(m)(3)) whereby the person denied a transfer can appeal directly to the Commission within 60 calendar days of the Department's denial.

Under current regulations (Section 150.02), only persons who held a valid Deeper Nearshore Species Fishery Permit (for the take of black, blue, brown, calico, copper, olive, quillback and treefish rockfishes) during the immediately preceding permit year are eligible to obtain a permit for the following permit year. This has resulted in a permit moratorium that prohibits any new entrants into the fishery. The proposed regulation would allow new individuals to enter the fishery by obtaining a permit from an existing permit holder. Additionally, the proposed regulations would require completion of a notarized transfer application. The following is a summary of the changes proposed for Section 150.02:

- Establish permit transfer provisions (Subsection 150.02(j)):
  - Establish that all Deeper Nearshore Species Fishery Permits are transferable,
  - Establish a notarized application for the permit transfer,
  - Allow the estate of a deceased permittee two years to transfer the permit,
- Require that the estate temporarily relinquish the permit until the transfer can be made, and
- Delay the transfer pending resolution of any criminal, civil and/or administrative action involving the current permittee.
- Establish a permit transfer fee as specified in Section 705 (Subsection 150.03(d))

Current regulations (Section 150.03) allow persons with a Nearshore Fishery Permit to use trap gear with a Nearshore Fishery Gear Endorsement, which is transferable on a one-for-one basis. The proposed regulations would change the permit transfer requirement from notarized letters from the permit holder to a notarized application provided by the Department. The following is a summary of the changes proposed for Sections 150.0:

- Move the subsection 150.03(c)(5) requirement that a non-transferable Nearshore Fishery Gear Endorsement become null and void upon the death of the individual who holds the permit and propose to add that the estate of a non-transferable Nearshore Fishery Gear Endorsement holder shall immediately surrender the permit to the Department to Subsection 150.03(d)(6)
- Revise permit transfers (Subsection 150.03(d)) to:

- Change the paperwork from notarized letters to a notarized application,
- Allow the estate of a deceased permittee two years to transfer the gear endorsement,
- Require that the estate temporarily relinquish the gear endorsement until the transfer can be made, and
- Delay the transfer pending resolution of any criminal, civil and/or administrative action involving the current permittee.
- Change the process for appealing denial of a transfer from a two-step process to a one-step process (Subsection 150.03(h)(3)) whereby the person denied a transfer can appeal directly to the Commission within 60 calendar days of the Department's denial.

Current regulations (Section 705) establish a Nearshore Fishery Permit Transfer Fee of \$500. The proposed regulations would increase the permit transfer fee to a range of \$1,000 to \$2,500 and also establish a transfer fee in the range of \$1,000 to \$2,500 for the Deeper Nearshore Species Fishery Permit. The proposed regulations would also include reference to the proposed Nearshore Fishery Permit and Nearshore Fishery Trap Endorsement Transfer Application (DFW 1045) and the proposed Deeper Nearshore Species Fishery Permit Transfer Application (DFW 1048).

Additional minor changes are proposed to correct grammatical errors and remove section references to Title 14, CCR, to improve clarity and standardize regulatory format.

### **BENEFITS OF THE PROPOSED REGULATIONS**

The proposed regulatory action will benefit fishermen, processors, and the State's economy by maintaining a healthy sustainable fishery, and ensuring future harvestable nearshore populations.

### **CONSISTENCY WITH STATE REGULATIONS**

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game 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 regulate the commercial take of nearshore species (Section 8587.1, Fish and Game Code). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Commission has searched the California Code of Regulations and finds no other State agency regulations pertaining to the commercial take of nearshore fish stocks.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Thursday, August 16, 2017 at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the SpringHill Suites by Marriott, 900 El Camino Real, Atascadero, California, on Thursday, October 12, 2017, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on September 28, 2017 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on October 6, 2017. All comments must be received no later than October 12, 2017, at the hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

#### **Availability of Documents**

The Initial Statement of Reasons, text of the regulations, as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, 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 Valerie Termini or Sheri Tiemann at the preceding address or phone number. **Traci Larinto, Senior Environmental Specialist, Marine Region, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Ms. Larinto can be reached at (562) 355-7061 or [Traci.Larinto@wildlife.ca.gov](mailto:Traci.Larinto@wildlife.ca.gov).** Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our 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 date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

#### **Impact of Regulatory Action/Results of the Economic Impact Assessment**

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:

**Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

- (a) The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the proposed changes are not expected to reduce the number of fishermen active in the fishery, nor the number of trips or harvest quantities.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California because the proposed changes are not expected to reduce the number of fishermen active in the fishery, nor the number of trips or harvest quantities.

The proposed regulatory action will benefit fishermen, processors, and the State's economy by maintaining a healthy sustainable fishery, and ensuring future harvestable nearshore populations.

The Commission does not anticipate any benefits to the health and welfare of California residents, worker safety, or the environment.

- (c) **Cost Impacts on a Representative Private Person or Business:**

The Commission anticipates cost impacts ranging from \$1,000 to \$2,500 per permit transfer that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) **Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:**

The Department anticipates revenue in the range of \$4,200 - \$63,000 annually to recover the costs of administering one to fifteen for each nearshore and deeper nearshore permit transfers per year. The proposed action is not

anticipated to affect any other State Agency or Federal Funding to the State.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None
- (f) Programs Mandated on Local Agencies or School Districts: None
- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None
- (h) Effect on Housing Costs: None

#### **Effect on Small Business**

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

#### **Consideration of Alternatives**

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

#### **FISH AND GAME COMMISSION**

Dated: July 18, 2017

Valerie Termini  
Executive Director

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BOARD MEMBER

Citizens for a "New" Yuba County Fish and Game Advisory Commission

August 1, 2017

Yuba County Board of Supervisors  
915 8th Street  
Marysville, CA 95901

RECEIVED

AUG 04 2017

Clerk/Board of Supervisors

Yuba County Supervisors:

A group of dedicated Yuba County citizens have been working diligently for approximately 7 months to establish a "New" Yuba County Fish and Game Advisory Commission.

Since 1992, Yuba County has had a very successful Yuba County Fish and Game Advisory Commission. During those more than 2 decades, your commission has advised the Board of Supervisors of pending legislation and research concerning the California Department of Fish and Game Commission and the California Department of Fish and Wildlife.

Your Commission has helped fund and support the Junior, Women's, and Mobility Impaired Pheasant Hunt that has served 100 - 400 hunters for nearly 30 years. It also helps fund and provide volunteers for the Kiwanis Jim Watson Fishing Derby which started 70 years ago.

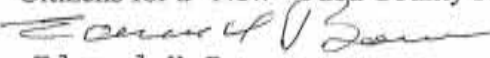
Other important endeavors include the Yuba-Sutter Fair Booth in cooperation with the Sutter County Fish and Game Advisory Commission, Bullard's Bar Lake Boat Safety Program with the Yuba County Sheriff's Marine Patrol, cleanups at the Spenceville Wildlife Area Shooting Range, the University of California Extension Center Yuba River Fishing Events, and the annual Yuba and Feather River Cleanup Day.

We have met individually with Supervisors Roger Abe, Randy Fletcher, Andy Vasquez, and Mike Leahy over several months to establish a "New" Yuba County Fish and Game Commission.

Your Fish and Game Advisory Commission fulfills a valuable service to the citizens of Yuba County and we ask for your support to establish a "New" Yuba County Fish and Game Advisory Commission.

Sincerely:

Citizens for a "New" Yuba County Fish and Game Advisory Commission

  
Edward H Brown

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency; Kevin Mallen

**SUBJECT:** Community Development & Services Agency: Administrative Appeal Hearing - Hold Appeal Hearing to determine public nuisance for property located at: 13172 Yuba Nevada Road, Dobbins, CA 95935; APN: 048-170-025; Property Owners Doris Kay & Mark Alan Tapia and Sarah Springer. 20 Minute Estimate. Roll Call Vote.

**DATE:** August 22, 2017

**NUMBER:** 388/2017

### *Recommendation:*

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

### *Discussion:*

The attached Public Nuisance Hearing provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

### *Committee Action:*

No Committee action necessary; Public Nuisance Hearing.

### *Fiscal Impact:*

General Fund – None

Source of Funds – Hearing is covered by 3500 Annual Budget

### *Attachment(s):*

388/2017 Public Nuisance Appeal Hearing RE: 13172 Yuba Nevada Road, Dobbins, CA 95935



# The County Of Yuba

Community Development  
& Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

## Public Nuisance Hearing

To: Yuba County Board of Supervisors  
From: Kevin Mallen, CDSA Director  
Jeremy Strang, Code Enforcement Manager  
Date: August 22, 2017

### Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-170-025. The parcel is located in the unincorporated area of the County of Yuba in the community of Dobbins and is commonly referred to as 13172 Yuba Nevada Road. The property has the zoning designation RR-5, Rural Residential 5 acre minimum and is 8 acres in size. The property is improved with a single family dwelling.

Doris Kay and Mark Alan Tapia, and Sarah Springer are the owners of record and are listed on the most recent equalized tax assessment. The grant deed (document # 2011R-014581) was recorded on December 2, 2011.

### Current Code Case:

Case Number: MMJ17-0099  
Date: 8/14/2017  
Complaint: Marijuana Cultivation  
Disposition: Cultivation of 36 marijuana plants outdoors; Emplacement of a recreational vehicle without permits; Notice and Order to Abate Public Nuisance and Administrative Order to Appear issued.  
Case Closed: N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation operations within the communities of Dobbins and Oregon House. Utilizing Google Earth Pro, routine research was conducted of the target area. Recent Google satellite aerial imagery, acquired June 29, 2017, shows active outdoor cultivation of marijuana at the subject property.

### Public Nuisance Declared:

On August 14, 2017, pursuant to his observations, Officer Strang issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

1. Marijuana is being cultivated outdoors
2. The number of plants, 36, exceeds the maximum amount allowed
3. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
4. Emplacement of a recreational vehicle as a place of human habitation

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear ["Order"] (see **Attachment A – Notice and Order**) was issued to the property owners, Doris Kay and Mark Alan Tapia, and Sarah Springer, by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file, with copies sent to the subject property and also posted on the property; a proof of Service for each was completed (see **Attachment B – Proof of Service**).

The Order alleges the following violations:

1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code - Outdoor cultivation of marijuana plants;
2. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants – cultivation of 36 plants outdoors.
3. 7.40.400F Any violation of any Ordinance or State law – Emplacement of a recreational vehicle as a place of human habitation.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$3,700.00 (see **Attachment C – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment D – Imagery**, are satellite images acquired on June 29, 2017, by Google. The images depict the outdoor cultivation of marijuana and support the existence of a public nuisance.

### Applicable Law:

#### **YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)**

##### **7.40.300 Cultivation Restrictions**

*A. Outdoor cultivation on any Parcel is prohibited.*

##### **7.40.400 Conditions Creating Public Nuisance**

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

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



*D. The cultivation of marijuana in a manner that exceeds six (6) plants.*

*F. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or equity jurisprudence.*

#### **7.40.550 Administrative Penalties**

*A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:*

*1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*

*2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*

*3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

*B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.*

*C. The Administrative Penalty, pursuant to this Section, shall begin to accrue upon the expiration of the time to remedy the violations as set forth in the Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.*

#### **7.40.560 Enforcement Costs**

*A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.*

### **YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY RESIDENCES CODE**

#### **10.20.030 Permit; Required**

*No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.*

#### **Additional Information:**

In preparing for this hearing a review of the property's history resulted in the following information:

1. Building History:

- a. Permit # 8036, Finaled 10/22/1971, Proposed mobilehome
- b. Permit # 10574, Finaled 9/18/1973, Wood-Frame & siding barn (dirt floor)
- c. Permit # 90-0816, Finaled 10/16/1991, 2 Bed 1 Bath Residence

2. Environmental Health:

- a. There are 2 septic systems on this property. The original house had a system installed in 1970. The 2<sup>nd</sup> septic system was installed in 1990 and Temporary Use Permit (91-12) was approved in October 1991 for the second residence.
  - b. There are two wells on the property one existed in 1970 & then an additional well was drilled in 2002.
3. A review of Google Earth images, including historical images, supports the allegation of marijuana cultivation since as early as 2015.
4. The property does not have any history of code violations

Recommendation:

The evidence presented clearly shows violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

- 1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
- 2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. on August 23, 2017;
- 3. Order that the property owners submit to an inspection at 8:00A.M. on August 24, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
- 4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
- 5. Confirm enforcement costs of \$1,791.93 accrued to date (see **Attachment E – Billing Statement**).





# The County Of Yuba

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

## NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0099

Doris Kay Tapia  
Mark Alan Tapia  
Sarah Springer  
P O Box 404  
Dobbins, CA 95935

**RE: 13172 Yuba Nevada Road, Dobbins**

**APN: 048-170-025**

**LEGAL DESCRIPTION: PT S-7 T-17 R-7**

**PLEASE TAKE NOTICE:** that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

- Yuba County Ordinance Code § 7.40.400(A)** *Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein*
- ☒ Outdoor cultivation 7.40.300A - PROHIBITED
  - ☒ Cultivation of more than 6 plants 7.40.300B      NUMBER OF PLANTS: 36
  - ☐ Water source/discharges 7.40.310B
  - ☐ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
  - ☐ Lack of dwelling 7.40.310
  - ☐ Unpermitted accessory structure 7.40.320A1
  - ☐ Accessory structure w/in setback 7.40.320A2
  - ☐ Use of extension cord(s) 7.40.320A3
  - ☐ Lack of mechanical filtration system 7.40.320A4
  - ☐ Lack of adequate fence around accessory structure (height; security) 7.40.330

- ☐ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*
- ☐ **Yuba County Ordinance Code § 7.40.400(C)** *Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.*
- ☐ **Yuba County Ordinance Code § 7.40.400(D)** *The cultivation of marijuana in a manner that exceeds 6 plants*  
# of plants: 36
- ☐ **Yuba County Ordinance Code § 7.40.400(E)** *The improper use, storage and/or disposal (per the manufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas products (CO2, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.*
- ☒ **Yuba County Ordinance Code § 7.40.400(F)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
  - ☐ Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
  - ☒ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
  - ☐ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
  - ☐ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
  - ☐ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36

**YOU ARE HEREBY ORDERED** to abate the nuisance by removing the violations from the property on or before August 17, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

**YOU ARE HEREBY ORDERED** to appear before the Yuba County Board of Supervisors, at 915 8<sup>th</sup> Street, Marysville, CA, in the Board of Supervisors Chambers, on August 22, 2017 at the hour of 1:00 P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

**YOU ARE HEREBY ADVISED** that an Administrative Penalty in the amount of **\$3,700.00** per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing

may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

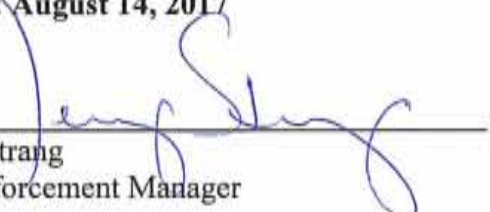
If such costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

**IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICIAL CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.**

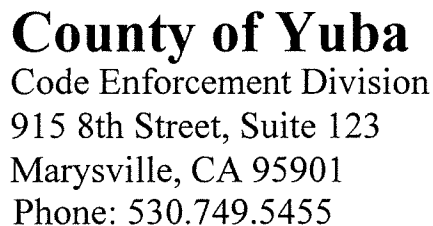
**CERTIFIED MAIL: 7017 1070 0000 5908 9327**

**DATED: August 14, 2017**

  
\_\_\_\_\_  
Jeremy Strang  
Code Enforcement Manager

ENCL: Excerpts Yuba County Ordinance Code 7.40; Photographs/Aerial Imagery; Billing #795

CC: 13172 Yuba Nevada Rd, Dobbins, CA 95935 (Cert # 7017 1070 0000 5908 9334)



DATE	INVOICE #
8/14/2017	795

Number: MMJ17-0099  
Officer: C. Monaco  
APN: 048-170-025  
13172 Yuba Nevada Rd, Dobbins  
Cert # 7017 1070 0000 5908 9327 & 9334

**FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE  
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:**

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)





© 2017 Google  
Imagery Date: 6/29/2017 Lat: 39.049617° N Lon: -121.227315° Elev: 1858 ft Elev at: 3043 ft





1000

104 ft

© 2017 Google

Imagery Date: 6/29/2017 Lat: 39.348306, Lon: -111.276575 Elev: 2799 ft Elevation: 2293 ft

Google earth



# COUNTY OF YUBA

## PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate Public Nuisance and Administrative Order to Appear & Billing Statement # 795** on the following persons by:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:

Name: Doris Kay & Mark Alan Tapia, Sarah Springer

Address: P O Box 404, Dobbins, CA 95935

Date of Delivery to Post Office: August 14, 2017

Registration No.: 7017 1070 0000 5908 9327

☐ **Emailing** to the **property owner(s)**:

Name:

Email Address:

Date and Time of Email:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)** situs address:

Name: Doris Kay & Mark Alan Tapia, Sarah Springer

Address: 13172 Yuba Nevada Rd, Dobbins, CA 95935

Date of Delivery to Post Office: August 14, 2017

Registration No.: 7017 1070 0000 5908 9334

☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 14, 2017 at Marysville, California.

Signed



Community Development & Services Agency

Code Enforcement Division

Melanie Marquez

915 8<sup>th</sup> Street, Suite #123

Marysville CA. 95901

(530) 749-5455

7017 1070 0000 5908 9327

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8/14/17 CM N140/Billing#795

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage \$

\$

Sent To

Street and Apt. 1

City, State, ZIP

Doris Kay & Mark Alan Tapia  
Sarah Springer  
P O Box 404  
Dobbins, CA 95935

PS Form 3800, April 2015 PSN 7520-02-000-9047

See Reverse for Instructions

13172 Yuba  
Nevada

Postmark  
Here

7017 1070 0000 5908 9334

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

8/14/17 CM N140/Billing#795

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage \$

\$

Sent To

Street and Apt. 1

City, State, ZIP

Doris Kay & Mark Alan Tapia  
Sarah Springer  
13172 Yuba Nevada Rd  
Dobbins, CA 95935

PS Form 3800, April 2015 PSN 7520-02-000-9047

See Reverse for Instructions

13172 Yuba  
Nevada

Postmark  
Here



# COUNTY OF YUBA

## PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate and Administrative Order to Appear** on the following persons by:



Personally **delivering** a copy to:

Name: Mark Tapia

Address: 13172 Yuba Nevada Road, Dobbins, CA 95935

Date: August 14, 2017

Time: 1900 Hours



**Mailing**, postage prepaid, Certified/Return Receipt Requested to the **property owner**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:



**Mailing**, postage prepaid, Certified/Return Receipt Requested to the **tenant(s)**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:



**Mailing**, postage prepaid, Certified/Return Receipt Requested to the **lien holder(s)**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:



**Posting** a copy of the at:

Address:

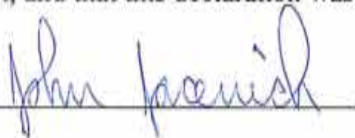
APN:

Date and Time of Posting:

Location Posted:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 14, 2017 at Marysville, California.

Signed



John Jacenich

915 8<sup>th</sup> Street, Suite #123

Marysville CA. 95901

(530) 749-5455

**ADMINISTRATIVE PENALTY WORKSHEET  
7.40.550A-C**

Case #: MMJ17-0099

APN: 048-170-025

Owner: Doris Kay and Mark Alan Tapia, and Sarah Springer

Situs: 13172 Yuba Nevada Road

Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on TBD	Number of Plants 36	X \$100.00	\$3,600.00
	Emplacement of RV	\$100.00	\$100.00
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		<b>Grand Total:</b>	<b>\$3,700.00</b>





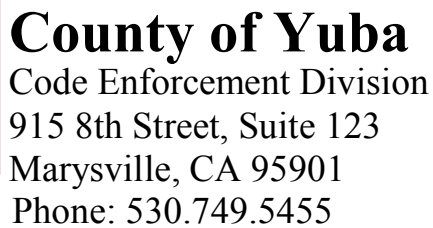




© 2017 Google

Google earth

Imagery Date: 6/29/2017 lat 39.348906° lon -121.226575° elev 1791 ft eye alt 2293 ft



DATE	INVOICE #
8/14/2017	795

## CASE INFORMATION

TERMS	<b>DUE DATE</b>
Net 30	<b>9/13/2017</b>

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE  
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

<b>Total</b>	<b>\$1,791.93</b>
--------------	-------------------

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency; Kevin Mallen

**SUBJECT:** Community Development & Services Agency: Administrative Appeal Hearing - Hold Appeal Hearing to determine public nuisance for property located at: 13598 Musholt Road, Dobbins, CA 95935; APN: 048-140-033; Property Owner: Justin Green. 20 Minute Estimate. Roll Call Vote

**DATE:** August 22, 2017

**NUMBER:** 389/2017

### *Recommendation:*

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

### *Discussion:*

The attached Public Nuisance Hearing provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

### *Committee Action:*

No Committee action necessary; Public Nuisance Hearing.

### *Fiscal Impact:*

General Fund – None

Source of Funds – Hearing is covered by 3500 Annual Budget

### *Attachment(s):*

389/2017 Public Nuisance Appeal Hearing RE: 13598 Musholt Road, Dobbins, CA 95935





# The County Of Yuba

Community Development  
& Services Agency

## CODE ENFORCEMENT


Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

## Public Nuisance Hearing

To: Yuba County Board of Supervisors  
From: Kevin Mallen, CDSA Director   
Jeremy Strang, Code Enforcement Manager  
Date: August 22, 2017

### Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-140-033. The parcel is located in the unincorporated area of the County of Yuba in the community of Dobbins and is commonly referred to as 13598 Musholt Road. The property has the zoning designation RR-5, Rural Residential 5 acre minimum, and is 44 acres in size. The property is improved with a 923s.f. single family dwelling.

Justin Green is the owner of record and is listed on the most recent equalized tax assessment. The grant deed (document # 2013R-013838) was recorded on October 29, 2013.

### Current Code Case:

Case Number:	MMJ17-0100
Date:	8/14/2017
Complaint:	Marijuana Cultivation
Disposition:	Cultivation of 97 marijuana plants outdoors; Construction of multiple greenhouses without permits; Emplacement of a recreational vehicle without permits; Notice and Order to Abate Public Nuisance and Administrative Order to Appear issued.
Case Closed:	N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation operations within the communities of Dobbins and Oregon House. Utilizing Google Earth Pro, routine research was conducted of the target area. Recent Google satellite aerial imagery, acquired June 29, 2017, shows active outdoor cultivation of marijuana at the subject property as well as the construction of two "hoop" style greenhouse structures, and the emplacement of a recreational vehicle.

Public Nuisance Declared:

On August 14, 2017, pursuant to his observations, Officer Strang issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

1. Marijuana being cultivated outdoors
2. The number of plants, 97, exceeds the maximum amount allowed
3. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
4. Construction of two greenhouses without required permits
5. Emplacement of a recreational vehicle as a place of human habitation

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear [“Order”] (see **Attachment A – Notice and Order**) was issued to the property owner, Justin Green, by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file, with copies sent to the subject property and also posted on the property; a proof of Service for each was completed (see **Attachment B – Proof of Service**).

The Order alleges the following violations:

1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code - Outdoor cultivation of marijuana plants.
2. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants – cultivation of 97 plants outdoors.
3. 7.40.400F Any violation of any Ordinance or State law – Emplacement of a recreational vehicle as a place of human habitation and the construction of two accessory structures without first obtaining the required permits.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$9,900.00 (see **Attachment C – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment D – Imagery**, are satellite images acquired on June 29, 2017, by Google. The images depict the outdoor cultivation of marijuana, the construction of multiple accessory structures, and support the existence of a public nuisance.

Applicable Law:

**YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)**

**7.40.300 Cultivation Restrictions**

*A. Outdoor cultivation on any Parcel is prohibited.*

**7.40.400 Conditions Creating Public Nuisance**

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



- A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein.*
- D. The cultivation of marijuana in a manner that exceeds six (6) plants.*
- F. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or equity jurisprudence.*

#### **7.40.550 Administrative Penalties**

*A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:*

- 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*
- 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*
- 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

*B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.*

*C. The Administrative Penalty, pursuant to this Section, shall begin to accrue upon the expiration of the time to remedy the violations as set forth in the Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.*

#### **7.40.560 Enforcement Costs**

*A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.*

### **YUBA COUNTY ORDINANCE CODE CHAPTER 10.05, BUILDING STANDARDS AND CONSTRUCTION CODE**

#### **10.05.400 Permits Required**

*A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit...*

**YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE  
EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY  
RESIDENCES CODE**

***10.20.030 Permit; Required***

*No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.*

**Additional Information:**

In preparing for this hearing a review of the property's history resulted in the following information:

**1. Building History:**

- a. Permit # 2160, Finaled April 26, 1965, 15' x 26' (390sf) Storage Shed
- b. Permit # 5997, Finaled April 22, 1970, 14' x 24' (336sf) Goat Shed
- c. Permit # B14-0538, Finaled April 11, 2016, New 923sf single family dwelling
  - i. Note: Two separate permits were issued for temporary travel trailers for each of two permits that were applied for new single family dwellings. Only the above single family dwelling permit was issued and finaled. The other single family dwelling permit (B14-0596) was cancelled.
- d. Permit # PWGR15-0001, Status- Under Review and pending corrections, Construct 4 pads and 4 terraces less than .56 of grading

**2. Environmental Health:**

- a. Permitted septic system installed in 2014
  - b. Well was pre-existing
3. A review of Google Earth images, including historical images, supports the construction of accessory structures without permits since as early as 2015.
  4. The property does not have any history of code violations

**Recommendation:**

The evidence presented clearly shows violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. on August 23, 2017;
3. Order that the property owners submit to an inspection at 8:00A.M. on August 24, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
5. Confirm enforcement costs of \$1,791.93 accrued to date (see **Attachment E – Billing Statement**).



# The County Of Yuba

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

## NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0100

Justin Green  
P O Box 214  
Rough and Ready, CA 95975

**RE: 13598 Musholt Road, Dobbins**

**APN: 048-140-033**

**LEGAL DESCRIPTION: PTN SEC 6 T17 R7**

**PLEASE TAKE NOTICE:** that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

☒ **Yuba County Ordinance Code § 7.40.400(A)** *Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein*

- ☒ Outdoor cultivation 7.40.300A - PROHIBITED
- ☒ Cultivation of more than 6 plants 7.40.300B      NUMBER OF PLANTS: 97
- ☐ Water source/discharges 7.40.310B
- ☐ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
- ☐ Lack of dwelling 7.40.310
- ☒ Unpermitted accessory structure 7.40.320A1
- ☐ Accessory structure w/in setback 7.40.320A2
- ☐ Use of extension cord(s) 7.40.320A3
- ☐ Lack of mechanical filtration system 7.40.320A4
- ☐ Lack of adequate fence around accessory structure (height; security) 7.40.330

☐ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*

- ☐ **Yuba County Ordinance Code § 7.40.400(C)** *Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.*
- ☒ **Yuba County Ordinance Code § 7.40.400(D)** *The cultivation of marijuana in a manner that exceeds 6 plants*  
# of plants: 97
- ☐ **Yuba County Ordinance Code § 7.40.400(E)** *The improper use, storage and/or disposal (per the manufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas products (CO2, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.*
- ☒ **Yuba County Ordinance Code § 7.40.400(F)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
- ☐ Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
  - ☒ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
  - ☒ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
  - ☐ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
  - ☐ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36

**YOU ARE HEREBY ORDERED** to abate the nuisance by removing the violations from the property on or before August 17, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

**YOU ARE HEREBY ORDERED** to appear before the Yuba County Board of Supervisors, at 915 8<sup>th</sup> Street, Marysville, CA, in the Board of Supervisors Chambers, on August 22, 2017 at the hour of 1:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

**YOU ARE HEREBY ADVISED** that an Administrative Penalty in the amount of **\$9,900.00** per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

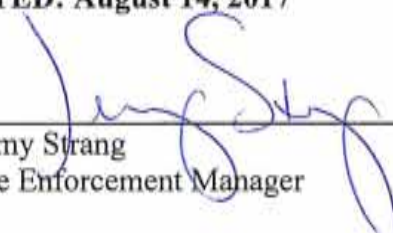
If such costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

**IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICIAL CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.**

**CERTIFIED MAIL: 7017 1070 0000 5908 9341**

**DATED: August 14, 2017**

  
\_\_\_\_\_  
Jeremy Strang  
Code Enforcement Manager

ENCL: Excerpts Yuba County Ordinance Code 7.40; Photographs/Aerial Imagery; Billing # 796

CC: Occupant, 13598 Musholt Rd, Dobbins, CA 95935 (Cert # 7017 1070 0000 5908 9358)





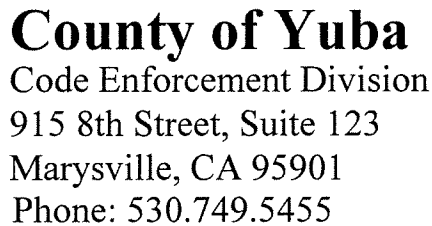




Imagery Date: 6/29/2017 Lat: 39.356820° Lon: -121.230653° Elev: 1818 ft Eps: N 2602 ft

Google earth





DATE	INVOICE #
8/14/2017	796

TERMS	DUE DATE
Net 30	9/13/2017

<b>Total</b>	<b>\$1,791.93</b>
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FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA. ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)

# COUNTY OF YUBA

## PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate Public Nuisance and Administrative Order to Appear & Billing Statement # 796** on the following persons by:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:

Name: Justin Green

Address: P O Box 214, Rough and Ready, CA 95975

Date of Delivery to Post Office: August 14, 2017

Registration No.: 7017 1070 0000 5908 9341

☐ **Emailing** to the **property owner(s)**:

Name:

Email Address:

Date and Time of Email:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **occupant(s)**:

Name: Occupant

Address: 13598 Musholt Rd, Dobbins, CA 95935

Date of Delivery to Post Office: August 14, 2017

Registration No.: 7017 1070 0000 5908 9358

☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:

Name:

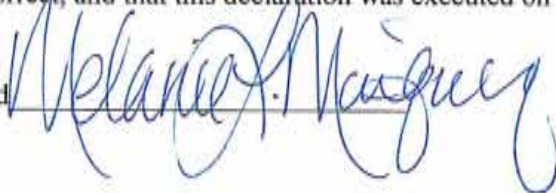
Address:

Date of Delivery to Post Office:

Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 14, 2017 at Marysville, California.

Signed



Community Development & Services Agency

Code Enforcement Division

Melanie Marquez

915 8<sup>th</sup> Street, Suite #123

Marysville CA. 95901

(530) 749-5455

7017 1070 0000 5908 9341

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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
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Total Postage in	
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Sent To	
Street and Apt. #	
City, State, ZIP+	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

13598 Musholt

Postmark  
Here

Justin Green  
P O Box 214  
Rough and Ready, CA 95975

7017 1070 0000 5908 9358

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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	
\$	
Total Postage a	
\$	
Sent To	
Street and Apt. #	
City, State, ZIP+	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

13598 Musholt

Postmark  
Here

Occupant  
13598 Musholt Rd  
Dobbins, CA 95935

# COUNTY OF YUBA

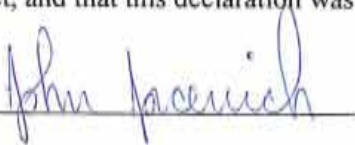
## PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate and Administrative Order to Appear # MMJ17- 0100** on the following persons by:

- ☐ Personally **delivering** a copy to:  
Name:  
Address:  
Date:  
Time:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested to the **property owner**:  
Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested to the **tenant(s)**:  
Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested to the **lien holder(s)**:  
Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:
- ☒ **Posting** a copy of the Notice and Order to Abate and Administrative Order to Appear at:  
Address: 13598 Musholt Road, Dobbins CA  
APN: 048-140-033  
Date and Time of Posting: August 14, 2017 1840 Hours  
Location Posted: Gate at the entrance to the property

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 14, 2017 at Marysville, California.

Signed



John Jacenich

915 8<sup>th</sup> Street, Suite #123

Marysville CA. 95901

(530) 749-5455

# ADMINISTRATIVE PENALTY WORKSHEET

## 7.40.550A-C

Case #: MMJ17-0100

APN: 048-140-033

Owner: Justin Green

Situs: 13598 Musholt Road

Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on TBD	Number of Plants 97	X \$100.00	\$9,700.00
	Emplacement of RV	\$100.00	\$100.00
	Construction w/out permits	\$100.00	\$100.00
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		<b>Grand Total:</b>	<b>\$9,900.00</b>







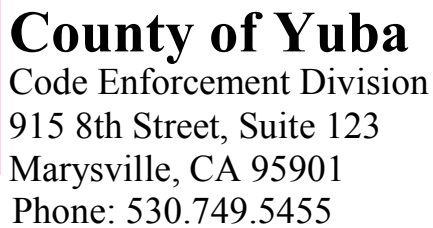


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Google earth

Imagery Date: 6/29/2017 lat 39.356820° lon -121.230865° elev 1828 ft eye alt 2602 ft





DATE	INVOICE #
8/14/2017	796

## CASE INFORMATION

TERMS	<b>DUE DATE</b>
Net 30	<b>9/13/2017</b>

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE  
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

<b>Total</b>	<b>\$1,791.93</b>
--------------	-------------------

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency; Kevin Mallen

**SUBJECT:** Community Development & Services Agency: Administrative Appeal Hearing - Hold Appeal Hearing to determine public nuisance for property located at: 13626 De Long Way, Dobbins, CA 95935; APN: 048-140-034; Property Owners: Kenneth E & Christine M Loyd. 20 Minute Estimate. Roll Call Vote.

**DATE:** August 22, 2017

**NUMBER:** 390/2017

### *Recommendation:*

Receive evidence and testimony regarding the subject property, and make findings and orders consistent with staff's recommendation contained in the attached Public Nuisance Hearing packet.

### *Discussion:*

The attached Public Nuisance Hearing provides Code Enforcement's position and details regarding the existence of a public nuisance at the subject property.

### *Committee Action:*

No Committee action necessary; Public Nuisance Hearing.

### *Fiscal Impact:*

General Fund – None

Source of Funds – Hearing is covered by 3500 Annual Budget

### *Attachment(s):*

390/2017 Public Nuisance Hearing 13626 De Long Way, Dobbins, CA 95935



# The County Of Yuba

Community Development  
& Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

## Public Nuisance Hearing

To: Yuba County Board of Supervisors  
From: Kevin Mallen, CDSA Director  
Jeremy Strang, Code Enforcement Manager  
Date: August 22, 2017

### Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-140-034. The parcel is located in the unincorporated area of the County of Yuba in the community of Dobbins and is commonly referred to as 13626 De Long Way. The property has the zoning designation RR-5, Rural Residential 5 acre minimum and is 40 acres in size. The property is improved with a single family dwelling (mobile home).

Kenneth E & Christine M Loyd are the owners of record and are listed on the most recent equalized tax assessment. The grant deed (document # 2006R-012334) was recorded on June 21, 2006.

### Current Code Case:

Case Number: MMJ17-0101  
Date: 8/14/2017  
Complaint: Marijuana Cultivation  
Disposition: Cultivation of 37 marijuana plants outdoors; Construction of three (3) greenhouses without permits; Emplacement of a recreational vehicle without permits; Notice and Order to Abate Public Nuisance and Administrative Order to Appear issued.  
Case Closed: N/A

On, or about, August 3, 2017, the Code Enforcement Division received a citizen complaint of illegal marijuana cultivation operations within the communities of Dobbins and Oregon House. Utilizing Google Earth Pro, routine research was conducted of the target area. Recent Google satellite aerial imagery, acquired June 29, 2017, shows active outdoor cultivation of marijuana at the subject property as well as the construction of three "hoop" style greenhouse structures, and the emplacement of a recreational vehicle.

### Public Nuisance Declared:

On August 14, 2017, pursuant to his observations, Officer Strang issued a Notice and Order to Abate Public Nuisance and Administrative Order to Appear. Violations include, but are not limited to:

1. Marijuana being cultivated outdoors
2. The number of plants, 37, exceeds the maximum amount allowed
3. The cultivation of marijuana is not within a qualifying accessory structure or the dwelling
4. Construction of three (3) greenhouses without first obtaining a building permit
5. Emplacement of a recreational vehicle as a place of human habitation

The Notice and Order to Abate Public Nuisance and Administrative Order to Appear [“Order”] (see **Attachment A – Notice and Order**) was issued to the property owners, Kenneth E & Christine M Loyd, by U.S. Mail, both Certified Mail with Return Receipt and First Class to the address listed on file, with copies sent to the subject property and also posted on the property; a proof of Service for each was completed (see **Attachment B – Proof of Service**).

The Order alleges the following violations:

1. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code - Outdoor cultivation of marijuana plants.
2. 7.40.400D The cultivation of marijuana in a manner that exceeds six (6) plants – cultivation of 6 plants outdoors.
3. 7.40.400F Any violation of any Ordinance or State law – Emplacement of a recreational vehicle as a place of human habitation and the construction of three (3) structures without first obtaining the required permits.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated within a reasonable time certain, normally being 3 days from the date the Order is issued. The Code also requires that an Administrative Penalty be imposed. An Administrative Penalty, calculated pursuant to Section 7.40.550, of \$3,900.00 (see **Attachment C – Administrative Penalty Worksheet**) per day shall begin to accrue, as stated in the Order, upon the decision of the Yuba County Board of Supervisors, and shall continue to accrue until the violations have been abated and confirmed removed by Yuba County Code Enforcement.

Attached and incorporated as part of this report as **Attachment D – Imagery**, are satellite images acquired on June 29, 2017, by Google. The images depict the outdoor cultivation of marijuana, the illegally constructed greenhouses and support the existence of a public nuisance.

### Applicable Law:

#### **YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)**

##### ***7.40.300 Cultivation Restrictions***

*A. Outdoor cultivation on any Parcel is prohibited.*

##### ***7.40.400 Conditions Creating Public Nuisance***

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

- A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein.*
- D. The cultivation of marijuana in a manner that exceeds six (6) plants.*
- F. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or equity jurisprudence.*

#### **7.40.550 Administrative Penalties**

*A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:*

- 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*
- 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*
- 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

*B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.*

*C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall begin to accrue upon the expiration of the time to remedy the violations as set forth in the Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.*

#### **7.40.560 Enforcement Costs**

*A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.*

### **YUBA COUNTY ORDINANCE CODE CHAPTER 10.05, BUILDING STANDARDS AND CONSTRUCTION CODE**

#### **10.05.400 Permits Required**

*A. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the*

*installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit...*

**YUBA COUNTY ORDINANCE CODE CHAPTER 10.20, REGULATING THE EMPLACEMENT OF TRAVEL TRAILERS AND MOTOR HOMES AS TEMPORARY RESIDENCES CODE**

***10.20.030 Permit; Required***

*No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.*

Additional Information:

In preparing for this hearing a review of the property's history resulted in the following information:

**1. Building History:**

- a. Permit # 2896, Finaled 12/2/1965, Mobilehome
- b. Permit # 3644, Finaled 1/4/1968, Wood Frame & siding chicken house and storage shed (216SQF)
- c. Permit # 17223, Finaled 1/31/1977, Mobilehome (768sf)
- d. Permit # B06-0269, Finaled 11/28/2006, Replacement 2 Bed modular home on permanent foundation system
- e. Permit # B06-2384, Finaled 8/28/2008, 2 Decks adjacent to Ext. modular home

**2. Environmental Health:**

- a. Permitted septic system installed in 1965.
- b. Well was existing at that time & then an additional well was drilled in 1981.
3. A review of Google Earth images, including historical images, supports the allegation of marijuana cultivation since as early as 2015.
4. The property does not have any history of code violations

Recommendation:

The evidence presented clearly shows violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Confirm the existence of a public nuisance for conditions in violation of 7.40 of the Yuba County Ordinance Code on the subject property;
2. Order that all nuisance conditions associated with marijuana cultivation in violation of 7.40 of the Yuba County Ordinance Code on the subject property be abated by 5:00P.M. on August 23, 2017;
3. Order that the property owners submit to an inspection at 8:00A.M. on August 24, 2017, or as soon thereafter that an inspection can be performed, to verify compliance;
4. Order that Yuba County Code Enforcement set a Cost Accounting Hearing before the Board of Supervisors after the final compliance inspection has been performed to determine the costs of enforcement and Administrative Penalty, if any, to be imposed pursuant to Section 7.40.550.
5. Confirm enforcement costs of \$1,791.93 accrued to date (see **Attachment E – Billing Statement**).



# The County Of Yuba

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

## NOTICE AND ORDER TO ABATE PUBLIC NUISANCE AND ADMINISTRATIVE ORDER TO APPEAR

MMJ17-0101

Kenneth E & Christine M Loyd  
1831 Anthony Way  
Yuba City, CA 95993

**RE: 13626 De Long Way, Dobbins, CA**

**APN: 048-140-034**

**LEGAL DESCRIPTION: PTN SEC 6 T17 R7**

**PLEASE TAKE NOTICE:** that the use and condition of the subject property has been determined by Yuba County Code Enforcement to violate the Yuba County Ordinance Code and is therefore declared a public nuisance. The conditions that create a public nuisance on said property are as follows:

☒ **Yuba County Ordinance Code § 7.40.400(A)** *Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein*

- ☒ Outdoor cultivation 7.40.300A - PROHIBITED
- ☒ Cultivation of more than 6 plants 7.40.300B      NUMBER OF PLANTS: 37
- ☐ Water source/discharges 7.40.310B
- ☐ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300C
- ☐ Lack of dwelling 7.40.310
- ☒ Unpermitted accessory structure 7.40.320A1
- ☐ Accessory structure w/in setback 7.40.320A2
- ☐ Use of extension cord(s) 7.40.320A3
- ☐ Lack of mechanical filtration system 7.40.320A4
- ☐ Lack of adequate fence around accessory structure (height; security) 7.40.330

☐ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*



- ☐ **Yuba County Ordinance Code § 7.40.400(C)** *Marijuana plants in public view as defined in Section 7.40.200 of this Chapter.*
- ☒ **Yuba County Ordinance Code § 7.40.400(D)** *The cultivation of marijuana in a manner that exceeds 6 plants*  
# of plants: 37
- ☐ **Yuba County Ordinance Code § 7.40.400(E)** *The improper use, storage and/or disposal (per the manufactures' instruction and/or any law that governs same) of chemicals, fertilizers, gas products (CO2, butane, etc.) or any other products or equipment associated with the cultivation of marijuana.*
- ☒ **Yuba County Ordinance Code § 7.40.400(F)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
- ☐ Conducting activities on a site which are not permitted uses in the established zone as identified in the Yuba County Ordinance Code, Title XI – Development Code, including utilizing accessory uses without first establishing a primary use
  - ☒ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
  - ☒ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
  - ☐ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
  - ☐ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36

**YOU ARE HEREBY ORDERED** to abate the nuisance by removing the violations from the property on or before August 17, 2017, and prior to the date of the Administrative Hearing indicated below. You must contact Code Enforcement, whose phone number appears above, immediately to schedule an inspection to verify compliance. A hearing to appeal the determination of a public nuisance has been automatically set, and the mandatory appeal fee waived.

**YOU ARE HEREBY ORDERED** to appear before the Yuba County Board of Supervisors, at 915 8<sup>th</sup> Street, Marysville, CA, in the Board of Supervisors Chambers, on August 22, 2017 at the hour of 1:00P.M., or as soon thereafter as the matter may be heard. You will be given an opportunity to present testimony and submit evidence to show cause, if any there may be, why the subject property should not be considered a public nuisance and subject to abatement.

**YOU ARE HEREBY ADVISED** that an Administrative Penalty in the amount of **\$3,900.00** per day, pursuant to Yuba County Code § 7.40.550 will begin to accrue upon a decision of the Yuba County Board of Supervisors' that confirms a public nuisance exists. The Administrative Penalty will continue to accrue until the violations of the Yuba County Ordinance Code have been confirmed removed by the Code Enforcement Division.

If you choose to self-abate the alleged nuisance and compliance has been verified by Yuba County Code Enforcement prior to the hearing set before the Yuba County Board of Supervisors, the hearing may be cancelled and you may not have to appear. Staff time associated with bringing the matter to hearing will not be billed to you.

If you fail to appear at the Administrative Hearing at the time and date provided above, the Hearing will be held in your absence before the Yuba County Board of Supervisors. Failure to appear at the Administrative Hearing constitutes a waiver of all rights to assert any defense, rights, or other relevant points in regards to the alleged public nuisance.

If after the hearing, a public nuisance is found to exist, you shall abate said violations as so ordered by the Yuba County Board of Supervisors. If you fail to comply with the Orders of the Board of Supervisors, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, all "enforcement costs", the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of labor and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.


If such costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

BE ADVISED: If the subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action.

**IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICIAL CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.**

**CERTIFIED MAIL: 7017 1070 0000 5908 9365**

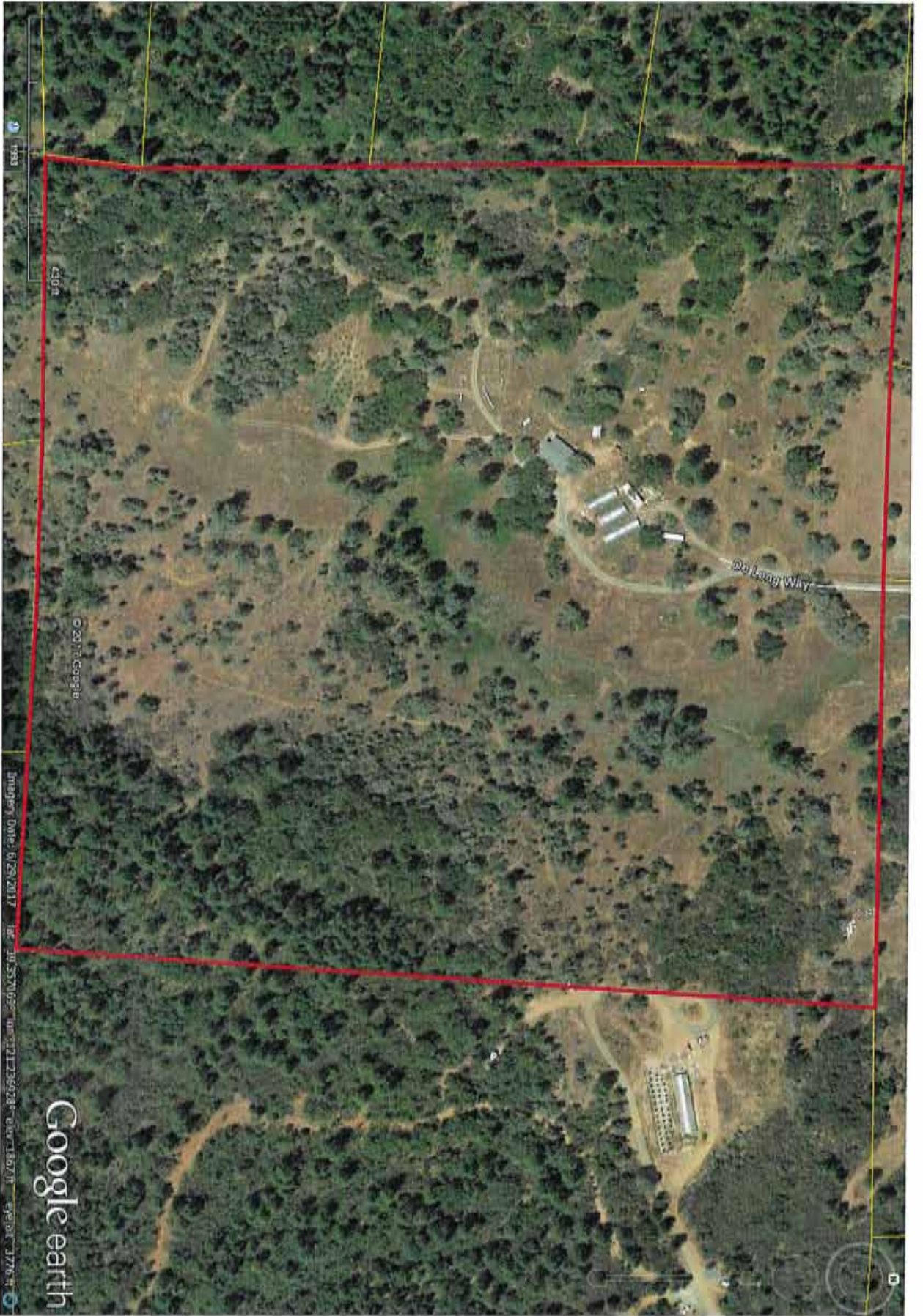
**DATED: August 14, 2017**

  
\_\_\_\_\_  
Jeremy Strang  
Code Enforcement Manager

ENCL: Excerpts Yuba County Ordinance Code 7.40; Photographs/Aerial Imagery; Billing #797

CC: Occupant, 13626 De Long Way, Dobbins, CA 95935 (Cert # 7017 1070 0000 5908 9372)





1:500

430.0

© 2017 Google

Imagery Date: 6/29/2017

Lat: 16.257062° N Long: 107.12123628° E Alt: 186.7 m

Google earth





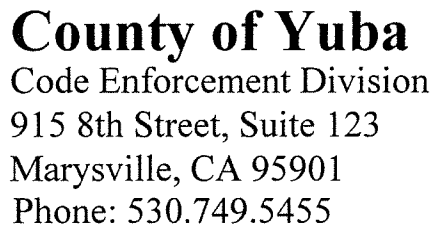
1568

205 ft

© 2017 Google

Imagery Date: 6/20/2017 Lat: 39.255093 Lon: -121.230151 Elev: 1825 ft Eye Alt: 2745 ft

Google earth



DATE	INVOICE #
8/14/2017	797

Number: MMJ17-0101  
Officer: T. Clark  
APN: 048-140-034  
13626 De Long Way, Dobbins  
Cert # 7017 1070 0000 5908 9365 & 9372

[illegible]

<b>Total</b>	<b>\$1,791.93</b>
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31 + DAYS PAST DUE = 50%

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)



# COUNTY OF YUBA

## PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate Public Nuisance and Administrative Order to Appear & Billing Statement # 797** on the following persons by:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:

Name: Kenneth E & Christine M Loyd  
Address: 1831 Anthony Way, Yuba City, CA 95993  
Date of Delivery to Post Office: August 14, 2017  
Registration No.: 7017 1070 0000 5908 9365

☐ **Emailing** to the **property owner(s)**:

Name:  
Email Address:  
Date and Time of Email:

☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **occupant(s)**:

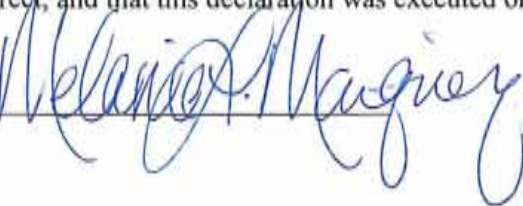
Name: Occupant  
Address: 13626 De Long Way, Dobbins, CA 95935  
Date of Delivery to Post Office: August 14, 2017  
Registration No.: 7017 1070 0000 5908 9372

☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:

Name:  
Address:  
Date of Delivery to Post Office:  
Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 14, 2017 at Marysville, California.

Signed



Community Development & Services Agency  
Code Enforcement Division  
Melanie Marquez  
915 8<sup>th</sup> Street, Suite #123  
Marysville CA. 95901  
(530) 749-5455

7017 1070 0000 5906 9365

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

8/14/17 TC N&O/Billing#797

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage \$

Sent To

Street and Apt. #

City, State, ZIP+4

13626 De Long

Postmark  
Here

Kenneth E & Christine M Loyd  
1831 Anthony Way  
Yuba City, CA 95993

PS Form 3800, April 2013 PSN 7530-02-000-9041 See Reverse for Instructions

7017 1070 0000 5906 9372

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- ☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage \$

Sent To

Street and Apt. #

City, State, ZIP+4

13626 De Long

Postmark  
Here

Occupant  
13626 De Long Way  
Dobbins, CA 95935

PS Form 3800, April 2013 PSN 7530-02-000-9041 See Reverse for Instructions



# COUNTY OF YUBA

## PROOF OF SERVICE

I served a copy of the foregoing **Notice and Order to Abate and Administrative Order to Appear** on the following persons by:



Personally **delivering** a copy to:

Name: Kennethe Loyd

Address: 13626 De Long Way, Dobbins, CA 95935

Date: August 14, 2017

Time: 1850



**Mailing**, postage prepaid, Certified/Return Receipt Requested to the **property owner**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:



**Mailing**, postage prepaid, Certified/Return Receipt Requested to the **tenant(s)**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:



**Mailing**, postage prepaid, Certified/Return Receipt Requested to the **lien holder(s)**:

Name:

Address:

Date of Delivery to Post Office:

Registration No.:



**Posting** a copy of the at:

Address:

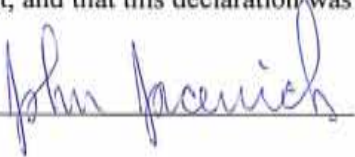
APN:

Date and Time of Posting:

Location Posted:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 14, 2017 at Marysville, California.

Signed



John Jacenich

915 8<sup>th</sup> Street, Suite #123

Marysville CA. 95901

(530) 749-5455

**ADMINISTRATIVE PENALTY WORKSHEET**  
**7.40.550A-C**

Case #: MMJ17-0101

APN: 048-140-034

Owner: Kenneth E & Christine M Loyd

Situs: 13626 De Long Way, Dobbins

Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on TBD	Number of Plants 37	X \$100.00	\$3,700.00
	Emplacement of RV	\$100.00	\$100.00
	Construction w/out permits	\$100.00	\$100.00
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		<b>Grand Total:</b>	<b>\$3,900.00</b>



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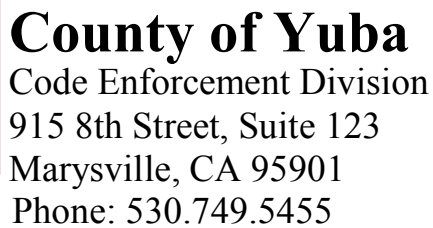
Google earth

430 ft

Imagery Date: 6/29/2017 lat: 39.357069° lon: 121.236928° elev: 1867 ft eye alt: 3776 ft







DATE	INVOICE #
8/14/2017	797

## CASE INFORMATION

TERMS	DUE DATE
Net 30	9/13/2017

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE  
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

<b>Total</b>	<b>\$1,791.93</b>
--------------	-------------------

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK, CREDIT & DEBIT CARDS.  
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE APPLIES FOR CREDIT/DEBIT PAYMENTS)