BOARD OF SUPERVISORS

AGENDA

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

APRIL 7, 2015

1:00 P.M.  YUBA COUNTY WATER AGENCY CANCELLED

3:30 P.M.  THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

5:15 P.M.  YUBA COUNTY BOARD OF SUPERVISORS SPECIAL MEETING

I.  ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher

II.  CLOSED SESSION

A.  Pending litigation pursuant to Government Code §54956.9(d)(2) - Three Cases

B.  Personnel pursuant to Government Code §54957b)(1) - Public Appointment/Public Health Officer

III.  ADJOURN

5:45 P.M.  Land Use and Public Works Committee - (Supervisors Abe and Vasquez - Alternate Supervisor Nicoletti)

A.  (128-15) Consider resolution to accept transfer of ownership of the Johnson Park ditch from Olivehurst Public Utility District - Community Development and Services (Five minute estimate)

6:00 P.M.  YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

I.  PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

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

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

A.  Administrative Services

   1.  (129-15) Approve Off-Airport Operator Agreement and Use Permit with Yuba-Sutter Aviation, Inc. and authorize Chair to execute.

   2.  (130-15) Approve lease agreement with Ace Composites, Inc., located at Yuba County Airport, and authorize Chair to execute.

   3.  (131-15) Authorize Budget Transfer in the amount of $16,500 from Custodial Salaries-Extra Help to Account No. 101-0950-417-2300 for annual professional cleaning services.

B.  Board of Supervisors

   1.  (132-15) Adopt resolution approving amendment to agreement creating Regional Housing Authority of Sutter and Nevada Counties and authorizing County Administrator to execute.
2. (133-15) Reappoint Suzanne Gallaty to the Tenant Commissioner position to the Regional Housing Authority of Sutter and Nevada Counties.

C. Clerk of the Board of Supervisors


D. Community Development and Services

1. (137-15) Award contract to Knife River Construction, apparent low bidder, for Loma Rica Road Shoulder Widening Project and authorize Chair to execute upon review and approval of County Counsel.

E. County Administrator

1. (138-15) Approve appointment of Jill Abel as the California State Association of Counties - Excess Insurance Authority board member for the County of Yuba.

F. Emergency Services

1. (139-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

G. Health and Human Services

1. (140-15) Adopt resolution authorizing to accept and appropriate grant funds from First 5 Yuba and authorizing director of Health and Human Services to execute related agreements and other pertinent documents.

H. Sheriff-Coroner

1. (141-15) Adopt resolution authorizing Sheriff to execute application for financial aid for boating program Fiscal Year 2015-2016; and approve contract with State Department of Boating and Waterways for boating and safety enforcement activities for Fiscal Year 2015-2016.

IV. SPECIAL PRESENTATION

A. (142-15) Present proclamation proclaiming April 2015 Child Abuse Prevention Month. (Five minute estimate)

B. (143-15) Present proclamation recognizing National Public Health Week April 6 - 12, 2015. (Five minute estimate)

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

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

A. (144-15) Public Hearing - Hold public hearing and adopt resolution for purposes of Internal Revenue Code 147(f) for 1986 approving issuance of multi-family housing revenue bonds. (Ten minute estimate)
B. (524-14) Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting Chapter 10.30 regarding requirements of the National Flood Insurance Program and Community Rating System. (Second Reading. Continued from November 18, December 9, 2014; January 13, 2015; and March 24, 2015) (Land Use and Public Works Committee recommend approval) (Ten minute estimate) (Roll Call Vote)

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

A. (145-15) Notice from California Fish and Game Commission to receive comments on April 8, 2015 relating to the Central Valley Salmon and adoption April 17, 2015.

B. (146-15) Notice of Petition of temporary change involving the transfer of up to 2,000 acre-feet of water under Foresthill Public Utility District Permit.


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

IX. ADJOURN

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

FROM: Kevin Mallen, CDSA Director

SUBJECT: Accept Transfer of Ownership of Johnson Park Ditch from OPUD

DATE: April 7, 2015

Recommendation

That the Board adopt the attached resolution agreeing to accept transfer of ownership of the Johnson Park Ditch from the Olivehurst Public Utility District (OPUD).

Background

The Johnson Park Ditch was constructed by the California Department of Transportation in the early 1960's as part of the construction of State Route 70. The Johnson Park Ditch is approximately 6,600 feet long, and parallels the east side of State Route 70, starting at the water tank at Lindhurst High School, running south to the Western Pacific Interceptor Canal. For reasons unknown, OPUD was the condemning authority for the land acquisition on which the ditch was ultimately constructed. OPUD has retained ownership of the ditch since that time. It appears that portions of the ditch are owned by OPUD in fee title, while others in easement, but this is not 100% clear. To alleviate this uncertainty, we are proposing to transfer the ditch property via a Quitclaim Deed, which will effectively transfer any ownership interest that OPUD has, whether it be in fee or easement.

Discussion

OPUD is not a drainage district and does not have all the legal authorities to adequately maintain and operate a drainage ditch (i.e. monitoring and fining for illicit discharges). The County of Yuba does maintain and operate an extensive drainage system, and does possess the necessary legal authorities to maintain drainage ditches such as the Johnson Park Ditch. The County of Yuba has been cleaning the ditch under contract with OPUD for several years now. Transferring ownership, and the associated operations and maintenance of the Johnson Park Ditch, into the County’s drainage system should allow for greater efficiency in operations.

Fiscal Impact:

OPUD has offered to provide $3,000 annually in ongoing fiscal support to the County to help defray the cost for operating and maintaining the Johnson Park Ditch.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION ACCEPTING TRANSFER
OF OWNERSHIP OF THE JOHNSON
PARK DITCH FROM OPUD

RESOLUTION NO. ______

WHEREAS, the County owns, operates, and maintains an extensive drainage system
serving the unincorporated portions of the County; and

WHEREAS, the Olivehurst Public Utility District (OPUD) currently owns, operates and
maintains the Johnson Park Ditch, which is a component of the overall County drainage system;
and

WHEREAS, OPUD lacks the necessary legal authorities, equipment, and expertise to
properly operate and maintain the Johnson Park Ditch; and

WHEREAS, it would be in the interest of both OPUD and the County for the County to
assume ownership and responsibility for operating and maintaining the Johnson Park Ditch; and

WHEREAS, OPUD has offered to provide $3,000 annually to the County to help defray
the cost for the ongoing operations and maintenance of the Johnson Park Ditch; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby
agree to take ownership of those lands comprising the Johnson Park Ditch: and

/////
BE IT FURTHER RESOLVED by the Board of Supervisors that the Director of the Community Development & Services Agency has the authority to sign the Certificate of Acceptance on behalf of the County, therein accepting ownership of said lands.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chair, Board of Supervisors

ATTEST: DONNA STOTTELMEYER
Clerk of the Board of Supervisors

__________________________
APPROVED AS TO FORM:
ANGIL P. MORRIS-JONES, COUNTY COUNSEL
TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director

SUBJECT: APPROVE OFF-AIRPORT OPERATOR AGREEMENT AND USE PERMIT BETWEEN THE COUNTY OF YUBA AND YUBA-SUTTER AVIATION, INC.

Recommendation:

It is recommended that the Board approve the attached “Off-Airport Operator Agreement and Use Permit” between the County of Yuba and Yuba-Sutter Aviation, Inc., and authorize the Chairman to execute the same.

Background:

An “off the airport” operation (known as “through the fence”) is the use of a public landing area by aircraft based on land adjacent to, but not a part of the airport property. A perimeter fence may be or may not be imaginary or actually exist. In some cases, special taxiways have been built for this type of operation. The owner of a public airport is entitled to seek recovery of its initial and continuing costs of providing a public use landing area. The subject agreement allows Yuba-Sutter Aviation, Inc., to access the Yuba County Airport from privately-owned property. Yuba-Sutter Aviation, Inc., is a fixed-base operator business located on Skyway Drive in Airport Industrial Park Site 5 at 4843 Skyway Drive.

Discussion:

The subject agreement is the same agreement in place with other individuals and businesses located on private property adjacent to the airport. The use permit fee is paid by all airport operators, both on the field and off the field to allow access to the airport property. The use of the access is for commercial business uses, and therefore the fee is set at the standard commercial rate for business operations or $125 per month, generating $1,500 per year airport revenue.

Committee Action:

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

Fiscal Impact:

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

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

This Agreement and Use Permit, made and entered into this 7th day of April, 2015, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as County, and YUBA-SUTTER AVIATION, INC., located at 4843 Skyway Drive, herein after referred to as "Permittee."

WITNESSETH:

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

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

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

WHEREAS, the Federal Aviation Administration recommends that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport; and
To County at:
Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Permitee at:
YUBA-SUTTER AVIATION
4843 Skyway Drive
P. O. Box 2448
Marysville, CA 95901

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

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

YUBA-SUTTER AVIATION, INC.

John Neal, President

COUNTY OF YUBA

Chairman, Board of Supervisors

ATTEST: DONNA STOTTERMeyer
Clerk of the Board of Supervisors

REVIEW OF INSURANCE:

APPROVED AS TO FORM:

Risk Manager

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

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

NOW, THEREFORE, IT IS HEREBY AGREED:

1. OPERATIONS: Permittee's approved operation at Airport is pursuant to the provisions of Part 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Permittee is authorized to conduct general aviation operations in accordance with current regulations in regard to its operation at Airport. No other services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee shall at all times and at its own cost and expense have all its owned or operated general aviation aircraft maintained in good operating order and free from known mechanical defects.

The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, rams, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Permittee in connection with its aircraft. There shall be no commercial operations conducted in the facility without a Commercial Operator's Permit.

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

2. **TERM:** The term of this Agreement and Use Permit shall be five (5) years
commencing April 15, 2015, and terminating April 14, 2020. This Agreement and Use Permit
can be renewed prior to the expiration of the term for an additional five (5) years by mutual
agreement of the County and the Permittee. This Agreement may be terminated by the County
for any reason at any time upon not less than ninety (90) days advance written notice to
Permittee.

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

   A. Permittee shall pay to County an annual commercial use permit fee of One
Thousand Five Hundred Dollars ($1,500) per year. Permittee reserves the right to pay monthly
at a rate of One Hundred Twenty-five Dollars ($125.00) per month. The use permit fee is
adjusted annually by the Yuba County Board of Supervisors with an effective date of July 1.

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

4. **INTEREST PENALTY:** In the event Permittee is in arrears for thirty (30) days or
more after any of the amounts agreed upon with this Agreement are due, County shall assess
interest at the rate of eighteen percent (18%) annual percentage rate.
5. **OTHER CHARGES AND FEES:** Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for services not referred to herein.

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

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

8. **INSURANCE:** Permittee shall throughout the existence of this Agreement and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of TWO MILLION DOLLARS ($2,000,000.00) combined single limits as follows:

   A. See Exhibit B, attached hereto.

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

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

   D. **Cancellation Notice:** The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.
E. **Proof of Insurance:** Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

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

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

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

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

13. **NOTICES:** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:
To County at:
Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

To Permittee at:
YUBA-SUTTER AVIATION
4843 Skyway Drive
P. O. Box 2448
Marysville, CA 95901

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

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

YUBA-SUTTER AVIATION, INC.

John Neal, President

COUNTY OF YUBA

Chairman, Board of Supervisors

ATTEST: DONNA STOTLLEMEYER
Clerk of the Board of Supervisors

REVIEW OF INSURANCE:

APPROVED AS TO FORM:

Risk Manager

County Counsel
Exhibit B - Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

Other Insurance Provisions:

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

1. For General Liability, the County, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.

2. The LESSEE’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the LESSEE’s insurance and shall not contribute with it.

3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the County

4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the County.

5. The Property insurance shall **name the County as Loss Payee** as its interests may appear.
Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

Deductibles and Self-insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the LESSEE shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

Special Risks or Circumstances
The County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

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

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

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

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

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

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

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

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

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

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

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

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet.
April 7, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: AUTHORIZE THE CHAIR TO EXECUTE LEASE AGREEMENT BETWEEN THE COUNTY OF YUBA AND ACE COMPOSITES, INC.

Members of the Board:

Recommendation:

Recommend the Board authorize the Chair to execute the lease agreement between the County of Yuba and Ace Composites, Inc.

Background:

ACE Composites, Inc., is located along Sky Harbor Drive at the Yuba County Airport. ACE is a manufacturer of regular and custom composite components for the aviation, marine, and sports industries. Some of the products manufactured include: radar domes for the marine industry used on military cruise ships and freighters; specialty medical devices considered on the cutting edge of technology; freezer and refrigeration car liner systems for the railroad industry; agriculture tanks utilized throughout Northern California; and lift cranes for the construction and warehousing industry.

Discussion:

The lease is written with a five-year term. The current lease expires on April 14, 2015. The lease rate is considered consistent with other leases on the Airport of similar age and condition and increases each year of the term by 3 percent. The facilities are very old and require continual maintenance that is the responsibility of the lessee. The company owners continue to make significant capital investments in upgrading the facilities and generally cleaning up the property and storage areas.

Committee Action:

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

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The operation will provide the airport with a continued annual revenue stream of $27,240 the first year and up to $30,648 at end of term.

Attachments
LEASE

THIS LEASE, made on the ___7th___ day of April, 2015, (the “Effective Date”) by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as “Lessor”) and ACE COMPOSITES, INC., a California corporation (hereinafter referred to as “Lessee”).

WITNESSETH:

1. Description of Premises. Lessor does hereby lease to Lessee, and Lessee does hereby rent and accept from Lessor, for the consideration and subject to all of the terms and conditions hereinafter set forth, the premises (the “Premises”) described in Exhibit A hereto and made a part hereof by reference, said Premises, containing approximately Ninety Nine Thousand Five Hundred Sixty One (99,561) square feet, being more particularly described as follows:

(a). That certain property shown on Exhibit “A” as “Area A,” including the improvements thereon known as the “Gordon Building,” containing 10,400 square feet.

(b). That certain property shown on Exhibit “A” as “Area B, Paved Area,” containing 13,860 square feet.

(c). That certain property shown on Exhibit “A” as “Area C, Unimproved Area,” containing 42,903 square feet.

(d). That certain property shown on Exhibit “A” as “Area D, Unimproved Storage Yard,” containing 31,598 square feet.

(e). That certain property shown on Exhibit “A” as “Area E, Drainage Channel Area,” containing approximately 800 square feet.
2. **Additional Lease Conditions.** In consideration for that certain property shown on Exhibit “A” as “Area E, Drainage Channel Area,” Lessee agrees to perform the following:

   (a) Lessee shall not store raw materials, finished products, and other scrap or debris outside any building or unscreened fenced area.

   (b) Lessee shall repair all fence and fence screening where fence and/or screening is in need of repair and shall paint said fence white on or before ninety (90) days after the Effective Date.

3. **Term.** The term of the Lease shall be for five (5) years beginning on April 15, 2015, the Effective Date (the "Term"), unless extended or sooner terminated pursuant to the terms of this Lease.

4. **Rent.**

   4.1 **Base Rent.** Lessee hereby agrees to pay as rent ("Base Rent") for said Premises according to the following schedule:

   A. $2,270.00 per month beginning on the Effective Date and continuing for months 1 through 12 following the Effective Date;

   B. $2,338.00 per month for months 13 through 24 following the Effective Date;

   C. $2,408.00 per month for months 25 through 36 following the Effective Date;

   D. $2,480.00 per month for months 37 through 48 following the Effective Date;

   E. $2,554.00 per month for months 49 through 60 following the Effective Date.

   4.2 **Rent Conditions.** Base Rent shall be payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the Term. Said Base Rent 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.
5. **Use of Premises.**

(a.) Lessee shall use the Premises for the manufacture of plastic products and for uses related to such manufacture.

(b.) Lessee shall conduct no business on the Premises except as authorized under subparagraph (a) of this paragraph without the written consent of the County.

6. **Maintenance of Premises.**

(a) Lessee hereby rents Premises in an “as is” condition;

(b) Lessee shall maintain said Premises and improvements thereon in a good, clean, sanitary, and safe condition and in good condition and repair, shall utilize effective methods of weed control in that portion of the Premises shown in Exhibit “A” as “Area D”; and shall keep all stored materials either within the building or within the screened fenced area, and shall keep the outside area clear of all raw materials, finished products, and other scrap and debris at all times. Employee parking is limited to those areas designated by appropriate signs posted by the Yuba County Airport;

(c) County may inspect the Premises from time to time, upon twenty four (24) hours written notice delivered to Lessee. Lessor shall notify Lessee of any repairs or cleanup that may be necessary, and if Lessee shall not within thirty (30) days of any written notice make such necessary repairs or perform or cause to be performed necessary cleanup work, then County may, at its option, make or perform the same at the expense and cost of the Lessee.

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

8. **Indemnification.** Lessee agrees to defend, indemnify and hold County harmless from any liability to persons or property resulting from, or arising out of Lessee’s use or occupancy of the Premises. It is further mutually understood and agreed between the parties hereto that Lessee shall secure and maintain in full force and effect at all times during the Term of this Lease liability coverage to include bodily injury and property damage coverage as required by the County of Yuba Insurance Requirements for Lessees, with a combined single
limit liability of at least $1,000,000 per occurrence, see Exhibit B. The provisions of Exhibit B attached hereto are incorporated herein by this reference. The County of Yuba, its officers, agents, and employees shall at all times be named as additional insureds under the Lessee’s liability insurance coverage. Said policy or policies shall be endorsed to provide thirty (30) days notice to the County of Yuba of cancellation or any change in coverage limit. Lessee shall furnish the County with certificates of insurance and with original endorsements affecting coverage as required by said Exhibit B. Lessee shall also maintain, in full force and effect, Workers’ Compensation insurance in accordance with the laws of the State of California covering all employees used in performance of this Lease of the Premises.

9. **Lessee’s Improvements on Premises.** Lessee or its predecessors in interest have constructed improvements on the Premises as follows:

   A. Hydrodynamic Press in Gordon Building. The two (2) hydrodynamic presses in the Gordon Building shall be and remain the exclusive property of Lessee, provided, however, that the same is removed from the Premises by Lessee prior to or within a reasonable time after the expiration of the Term of this Lease or any extension thereof. Except to the extent that County gives its consent in writing, Lessee, upon expiration of the Term of this Lease or any extension thereof, shall remove all modifications and alterations made by County to permit the installation of the hydrodynamic press and shall put or cause to be put in the same form, order, or manner as the roof and floor of the Gordon Building were prior to such installation; and to restore said Gordon Building so that it will be fit for use as it was prior to such installation and shall deliver to County the said Gordon Building in a good condition and repair as it was prior to such installation, reasonable wear and tear excepted.

   B. Fence. Upon termination of this Lease or any extension thereof, Lessee may remove the fence surrounding that portion of the Premises shown on Exhibit “A” as “Area D, unimproved Storage Yard.” If said fence is not removed within sixty (60) days from the
date of such termination, said fence shall become the property of County. In the event of removal of said fence by Lessee, the Premises shall be left in good order and shall not be marred or defaced.

C. Buildings. Upon termination of this Lease or any extension thereof, Lessee may remove the structures from the Premises, with the exception of the Gordon Building. If the Buildings are not removed within ninety (90) days from the date of such termination, the Buildings shall become the property of County. In the event of removal of the Buildings by Lessee, the Premises shall be left in good order and shall not be marred or defaced.

10. **Utilities and Water Charges.** Lessee will pay, or cause to be paid, all water and sewerage taxes levied, assessed or charged against the Premises during the Term of this Lease, and will pay for gas and electricity furnished thereto, and will furnish its own heat, light, and power for the operation of the Premises and will save and keep harmless the Premises from any lien or charge for the same, and will deposit receipts for the payment of each and all such items with the County within ten (10) days after being requested by the County.

11. **Mechanics’ Liens.** Lessee shall see to it that no mechanics’ liens are at any time filed against the Premises on account of work done thereon or materials furnished therefor on Lessee’s order, and Lessee agrees to furnish to County either lien waivers or a surety bond (at Lessee’s option) in a form acceptable to County, in order to protect County against such lien or the possibility thereof.

12. **Taxes and Special Assessments.** Lessee shall pay all taxes or assessments, special or otherwise, and public charges of every kind and nature that shall or may be taxed against Lessee’s interest in the Premises and the improvements thereon during the Term of this Lease or any extension thereof. The parties hereto understand that the Leasehold interest herein created may be subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.
13. **Government Recapture.** The Premises hereunder are subject to U.S. Government recapture and Federal Aviation Administration regulations. If, for any reason, the improvements to be constructed by Lessee should be taken by the U.S. Government for any wartime or emergency declaration, then, and in that event, any amount that may be paid by the U.S. Government for such taking shall be the property of Lessee.

14. **Waiver of Claims.** Lessee hereby expressly waives any claim arising out of County’s use of the air space over and above the Premises and areas adjoining or in the vicinity of the Yuba County Airport, whether such claim be based on excessive noise, vibration, discomfort, inconvenience, or interference with the use and enjoyment of the Premises.

15. **Assignment.** Lessee shall not assign, in whole or in part, by operation of law or otherwise, this Lease or any or all of the Lessee’s rights, duties or obligations hereunder without the prior written consent of the County.

16. **Nondiscrimination.** Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, sex, color, religion, or national origin shall be excluded from participation, 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 the Premises and the furnishing of services thereon, no person on the ground of race, sex, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Lessee 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, 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.
In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued.

17. **Equal Opportunity Assurance: Employment Practices.** During the performance of this Lease, Lessee agrees as follows:

   A. Lessee will not discriminate against any employee or applicant for employment because of race, sex, color, religion, or national origin. Lessee will take affirmative action to ensure that applicants are interviewed and that employees are treated during employment without regard to their race, sex, color, religion, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   B. Lessee will, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, or national origin.

   C. Lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or contract or understanding, a notice advising the labor union or worker's representative of Lessee's commitments under the notice in conspicuous places available to employees and applicants for employment.

   D. Lessee will permit access, upon five (5) business days written notice, to its books, records, and accounts by the County, the State, and the Federal Aviation Administration for the sole purpose of investigation to ascertain compliance with this nondiscrimination clause.
E. In the event of Lessee's noncompliance with the nondiscrimination clauses of this contract, this Lease may be canceled or suspended in whole or in part.

18. **Breach of Condition.** In the event of a breach or noncompliance by Lessee with any of the terms, conditions, covenants, or provisions of this Lease regardless of the extent thereof, County shall, at its option, have the right (a) to give Lessee a written notice demanding that such breach or noncompliance be corrected or such payment made within twenty-four (24) hours, and in the event that said demand is not fully complied with by Lessee within said period, then County may treat this Lease as terminated and take possession of said premises without further notice, or (b) County may, at its option without making such twenty-four (24) hour demand, give written notice declaring this Lease terminated upon the expiration of thirty (30) days from the date of said notice and, at the expiration of such time, take possession of said premises without further notice.

The waiver of any breach or noncompliance with any of the terms, covenants, or conditions or provisions of this Lease, or any rule, regulation, or decision adopted pursuant thereto shall not constitute a waiver of any subsequent breach thereof whether said breach or noncompliance be of the same or of a different kind or character.

19. **Costs and Attorneys' Fees** in the event that a suit or action is brought by either party for the enforcement of any of the terms, covenants, or conditions of this Lease, the prevailing party in such suit or action shall be entitled, in addition to any other relief granted by the court, to reasonable attorneys' fees, expenses, and costs related to such suit or action.

20. **Notices.** Any rental payment, notice, consent, request, statement, or other communications which may be required or permitted to be given hereunder by either party to the other party shall be given by registered mail or certified United States mail, addressed as follows:
To County at:
Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Olivehurst, CA 95961

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

To Lessee at:
ACE Composites, Inc.
1394 Sky Harbor Dr.
Olivehurst, CA 95961

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior, written or oral negotiations, representations or agreements. No modification of this Agreement shall be binding on either party unless it is in writing and signed by both parties.

22. **Severability.** The provisions of this Agreement are severable, and if one or more provisions are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or portions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

23. **Governing Law; Forum Selection.** The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any Arbitration proceedings which occur pursuant to this Agreement shall take place in Marysville, California.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.
IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

COUNTY OF YUBA

By _____________________
Chairman

ACE COMPOSITES, INC.

______________________
Todd Hambrook
Chief Executive Officer

ATTEST: DONNA STOTLEMeyer
Clerk of the Board of Supervisors

By _____________________

REVIEW OF INSURANCE:

______________________
Martha A. Wilson
Risk Manager

APPROVED AS TO FORM:

______________________
County Counsel
EXHIBIT A

YUBA COUNTY AIRPORT
ACE COMPOSITES LEASED PROPERTY

<table>
<thead>
<tr>
<th>Area</th>
<th>Description</th>
<th>Square Feet</th>
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<tbody>
<tr>
<td>AREA A</td>
<td>Building</td>
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<tr>
<td>AREA B</td>
<td>Paved Area</td>
<td>13,880</td>
</tr>
<tr>
<td>AREA C</td>
<td>Unimproved Area</td>
<td>42,902</td>
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<tr>
<td>AREA D</td>
<td>Unimproved Storage Yard</td>
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</table>

AREA "E" DRAINAGE CHANNEL AREA

AREA "F" UNIMPROVED STORAGE YARD

AREA "A" BLOCK, LEASE

AREA "B" PAVED AREA

AREA "C" UNIMPROVED AREA

ROAD DEPT. SHOP
EXHIBIT B

INSURANCE PROVISIONS

LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, 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/locaton 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 LESSEE 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 LESSEE provides written verification it has no employees)*

4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to LESSEE’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 LESSEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by LESSEE.

**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 LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE 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 LESSEE'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, LESSEE’s insurance coverage shall be primary insurance as respect to 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 LESSEE’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**

LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESSEE 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 LESSEE 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, LESSEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

LESSEE 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 LESSEE'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**

LESSEE 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.
Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: April 7, 2015
Re: Budget Transfer Request - Custodial

Recommendation

Approve a budget transfer to move $16,500 from the Custodial budget Salaries-Extra Help to Custodial Services and Supplies for annual professional cleaning services.

Background

Building and Grounds performs an annual cleaning to carpets, windows and floors to maintain the appearance and life of our buildings. This annual cleaning is done by a professional cleaning company to clean carpets, buff and refinish floors, clean windows, and seal tile surfaces.

Discussion

This action authorizes a transfer from unused Extra Help Salaries 101-0950-417-0103 to be transferred to the Professional Services account 101-0950-417-2300 within the Custodial budget.

Committee Action

Due to the routine nature of this request, it has been brought directly to the Board for consideration.

Fiscal Impact

There is no additional fiscal impact as a result of this action. It is movement of appropriations between budget accounts.
### COUNTY OF YUBA
**AUDITOR-CONTROLLER'S OFFICE**
**BUDGET ADJUSTMENT REQUEST FORM**

**DEPARTMENT:** Custodial  
**PREPARED BY/PHONE:** Andrea X 7882  
**FISCAL YEAR:** 2014-2015

<table>
<thead>
<tr>
<th>FUND</th>
<th>DEPT</th>
<th>BASE</th>
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<th>Account Number</th>
<th>Account Name</th>
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<td>101</td>
<td>0950</td>
<td>417</td>
<td>0103</td>
<td>Salaries - Extra Help</td>
<td>(16,500.00)</td>
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<tr>
<td></td>
<td>101</td>
<td>0950</td>
<td>417</td>
<td>2300</td>
<td>Professional Services</td>
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</tbody>
</table>

**TOTAL NET REVENUE INCREASE/(DECREASE):** 0.00  
**TOTAL NET EXPENDITURES INCREASE/(DECREASE):** 0.00

**EXPLANATION FOR BUDGET ADJUSTMENT:**
Annual Professional Cleaning Services required for various buildings. Utilizing salary savings in extra help.

**FUNDING SOURCE FOR INCREASES:**
- **EXTERNAL**  
- **INTERNAL**

**BUDGET TRANSFER #:** (assigned by ACO)

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

1) **DEPARTMENT HEAD:**  
   - SIGNATURE:  
   - DATE: 3/26/15

2) **COUNTY ADMINISTRATOR:**  
   - SIGNATURE:  
   - DATE: 3/27/15

3) **AUDITOR-CONTROLLER:**  
   - SIGNATURE:  
   - DATE:  

*BOARD OF SUPERVISORS:*
   - SIGNATURE:  
   - DATE: (if necessary)

********************AUDITOR USE ONLY BELOW THIS LINE********************

**GENERAL LEDGER:**
- **FUND BASE** 4000/8000  
  - **DR**  
  - **CR**
  - **280**
  - **280**
  - **280**
  - **280**

**COMPLETED BY:**
- **SIGNATURE:**  
- **DATE:**
Fiscal Year 2015  Account Balance Inquiry  3/19/15
Account number . . . : 101-0950-417.01-03  12:22:44

Fund . . . . . . . : 101 GENERAL FUND
Division . . . . . : 09 BUILDINGS & GROUNDS
Department . . . . : 50 CUSTODIAL SERVICES
Activity basic . . . : 41 LEGISLATIVE
Sub activity . . . . : 7 PROPERTY MANAGEMENT
Element . . . . . . : 01 SALARIES
Object . . . . . . . : 03 EXTRA HELP

Original budget . . . . . . . . . : 49,470

Actual expenditures - current . . . . : 0.00
Actual expenditures - ytd . . . . : 21,508.96
Unposted expenditures . . . . . . : 0.00
Encumbered amount . . . . . . . : 0.00
Unposted encumbrances . . . . . . : 0.00
Total expenditures & encumbrances: 21,508.96  43.5 %
Unencumbered balance . . . . . . : 27,961.04  56.5 %

F5=Encumbrances  F7=Project data  F8=Misc inquiry
F10=Detail trans  F11=Acct activity list  F12=Cancel  F24=More keys
April 7, 2014

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors

SUBJECT: Regional Housing Authority of Sutter and Nevada Counties

Recommendation

Adopt resolution approving amendment to agreement creating Regional Housing Authority of Sutter and Nevada Counties and authorizing County Administrator to execute.

Background and Discussion

In September the Yuba County Housing Authority Commission approved transferring the Housing Authority to Regional Housing Authority of Sutter and Nevada Counties. Regional Housing started providing services January 1, 2014 and approval of the attached amendment is the last step which finalizes the transfer and provides representation of the County on the Board of Directors.

Committee Action

None. Brought directly to the Board.

Fiscal Impact

There is no fiscal impact by adoption of resolution.

Attachments
March 16, 2015

To: Yuba County Board of Supervisors

From: Gustavo Becerra, Interim Executive Director
Regional Housing Authority of Sutter and Nevada Counties

RE: Approval of the Amendment to the Agreement creating the Regional Housing Authority of Sutter and Nevada Counties

The Regional Housing Authority of Sutter and Nevada Counties (RHASNC) continues to grow. Effective January 1, 2015 RHASNC provides services to Yuba County residents in means of the Housing Choice Voucher program.

RHASNC has prepared the attached Amendment to the Agreement for approval by the Cities of Yuba City and Live Oak, and the Counties of Sutter, Yuba and Nevada. The Amendment to the Agreement specifies the usual components of an appointed body including representation. The Amendment to the Agreement has been reviewed and approved by legal counsel to RHASNC and approved by the Board of Commissioners.

RHASNC is recommending approval of the attached Amendment to the Agreement and requests the Board of Supervisors to authorize the County’s Administrative Officer to sign the Agreement with the City of Yuba City, City of Live Oak, Sutter County, Yuba County and Nevada County adding the County of Yuba as a jurisdiction represented by RHASNC to provide services under the Housing Choice Voucher program.

Attachment:
Agreement creating the Regional Housing Authority of Sutter and Nevada Counties approved 4/20/2011

The Housing Authority is an equal opportunity employer and housing provider.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION APPROVING AMENDMENT
TO AGREEMENT CREATING REGIONAL
HOUSING AUTHORITY OF SUTTER AND
NEVADA COUNTIES AND AUTHORIZING
COUNTY ADMINISTRATOR TO EXECUTE)

RESOLUTION NO. ________

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties was created in September 1980 pursuant to the Housing Authorities Law, Health and Safety Code Section 34240.1; and

WHEREAS, the Yuba County Housing Authority Commission and Board of Supervisors have approved regionalization of the Housing Authority; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba does hereby approve the Amendment to Agreement creating the Regional Housing Authority of Sutter and Nevada Counties dated April 20, 2012 and authorizes the County Administrator to execute.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 7th day of April, 2015.

AYES: ________________________________
NOES: ________________________________
ABSENT: ________________________________
ABSTAIN: ________________________________

ATTEST: DONNA STOTTERMeyer
CLERK OF THE BOARD OF SUPERVISORS

________________________
CHAIR

________________________
APPROVED AS TO FORM:
COUNTY COUNSEL ANGIL MORRIS-JONES

________________________
BY-LAWS OF

REGIONAL HOUSING AUTHORITY OF SUTTER & NEVADA COUNTIES

ARTICLE I. - NAME & PURPOSE

Section 1. - Name

The name of the Authority shall be “Regional Housing Authority of Sutter and Nevada Counties”.

Section 2. - Purpose

The Regional Housing Authority of Sutter and Nevada Counties (“the Housing Authority”) is established for the purposes and shall exercise the powers set forth in that certain Agreement Creating the Regional Housing Authority of Sutter and Nevada Counties, which Agreement created the Regional Housing Authority of Sutter and Nevada Counties, effective April 20, 2011, (the “Agreement”) and the Housing Authority Law (California Health & Safety Code section 34200 et seq.) which authorizes counties and cities by agreement to create an area housing authority in areas sharing regional or area-wide housing problems. The definition of terms used in these By-Laws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

Section 3. - Offices

The principal office for the transaction of the business of the Housing Authority is hereby fixed and located at 1455 Butte House Road, Yuba City, California. The Board of Commissioners may change the location of the principal office within the area where the Housing Authority is qualified to do business.

ARTICLE II. - BOARD OF COMMISSIONERS

Section 1. - Powers of Commissioners

Subject to the powers and limitations as provided by law, the Agreement, or these By-laws, all powers of the Housing Authority shall be exercised, its property controlled and its affairs conducted by the Board of Commissioners (the “Board”), as is further specified in the Agreement.

Section 2. - Composition of the Board and Terms of Commissioners

The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors and except as
otherwise provided in section 324246.5 of the California Health & Safety Code, one
Tenant Commissioner of the Housing Authority as appointed jointly by the Governing
Bodies of the Cities of Live Oak and Yuba City and the Board of Supervisors of the
Counties of Sutter, Yuba and Nevada upon the recommendation of the Housing Authority
Board of Commissioners. The Member Governing Bodies shall notify the Secretary of
the Housing Authority, in writing, of all appointments.

Non-tenant Commissioners shall serve for a term of four (4) years. The
Commissioners previously appointed by the City of Live Oak and Yuba City and the
Counties of Sutter and Nevada and currently serving their terms shall continue to serve
on the Regional Housing Authority's new Board of Commissioners until the expiration of
their term. The Yuba County Board of Supervisors shall designate of those
Commissioners first appointed by it, the Commissioner who will serve for a term of three
(3) years, and the Commissioner who will serve for a term of four (4) years. All
subsequent successors to the Board of Commissioners shall be appointed by the
Governing Bodies of the respective jurisdictions for the terms of four (4) years except
that all vacancies to be filled shall be filled for the unexpired portion of the term. The
Tenant Commissioner jointly appointed shall serve for a term of two (2) years. His/her
successor shall be appointed jointly by the Governing Bodies of the respective
jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the
unexpired term, but only so long as he/she remains a tenant of the Housing Authority.
His/Her successor shall also be a tenant of the Housing Authority and shall be appointed
jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall
be filled for the unexpired term.

Regardless of the length of their term, Commissioners shall remain in office until
their successor is sworn and assumes the office.

Section 3. – Voting Rights

Commissioners shall have one vote each at meetings of this Board.

Section 4. – Additional Commissioners

Additional Commissioners may be added from time to time to represent
additional Governing Bodies, provided that the addition of parties to the Agreement shall
be approved by the Housing Authority and an affirmative vote of a majority of the
Member Governing Bodies.

Section 5. – Vacancies

Any vacancy occurring on the Board, whether because of death, incapacity,
resignation, increase in the number of Commissioners, removal or otherwise, shall be
filled by the Governing Body of the respective Member City or County.
Section 6. – Resignation

Any Commissioner representing a Member Governing Body may resign at any time by giving written notice of such resignation to the Secretary of the Housing Authority and to the appointing Member Governing Body. Notwithstanding Section 2, such resignation shall be effective at the time specified therein, and acceptance of such resignation shall not be necessary to make it effective. The Secretary shall also inform the appointing Governing Body of such resignation.

Section 7. – Attendance at Meetings

Absence for three (3) consecutive meetings shall constitute neglect of duty as set forth in California Health and Safety Code section 34282 and shall be cause for removal from office by the appointing Governing Body. The vacant position shall be filled by the appointing Member City’s or County’s Governing Body.

Section 8. – Removal

A Commissioner may be removed, for cause, by the respective Member Governing Body as set forth in California Health and Safety Code Section 34282 or its successor statute.

Section 9. – Withdrawal/Cancellation

Commissioners who represent Member Governing Bodies, which withdraw or are cancelled, as parties to the Agreement shall be removed as members of the Board and its Committees.

Section 10. – Conflict of Interest

A. No Commissioner or officer who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, unless a full written disclosure has been received by the Executive Director, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. (amended on 05/03/2006, resolution 06-1091)

B. Family is defined as parents, spouse, siblings, grandparents, grandchildren, significant other and domestic partner.
ARTICLE III. — MEETINGS OF THE BOARD

Section 1. — Annual Meeting

The Annual Meeting of the Housing Authority shall be held on the first regular meeting of April or any other day so designated by the Commissioners at such time and at such place as the Commissioners may designate for the purposes of the election and the installation of officers, and the transaction of other business.

Section 2. — Regular Meetings

Regular meetings of the Housing Authority shall be held at the regular meeting place of the Housing Authority at such time and places as may be provided by resolutions adopted from time to time by the Board, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Upon the Secretary’s recommendation, the Chairperson may cancel any of the regular scheduled meetings if there is not sufficient business to transact, or may schedule additional Special Meetings for urgent business as circumstances require.

Section 3. — Place of Meetings

Regular meetings of the Board shall be held at any place as may be designated from time to time by the Board. In the absence of such designation, meetings shall be held at principal office of the Housing Authority.

Section 4. — Special Meetings

The Chairperson of the Housing Authority may, when he/she deems it expedient, and shall, upon the written request of two (2) Board Members of the Housing Authority, call a Special Meeting of the Board for the purpose of transacting any business designated in the call. The call for a Special Meeting may be delivered to each member of the Board at least twenty four (24) hours prior to the meeting, or may be mailed to the business or home address of each member of the Board at least two (2) days prior to the date of such Special Meeting, or may be waived by written waiver signed by all the members of the Board prior to the meeting. At such Special Meeting, no business shall be considered other than designated in the call.

Section 5. — Notices of Meetings and Posting of Agendas

Notice of time and place of all regular and special meetings shall be delivered personally, emailed or sent by first-class mail and addressed to each Commissioner and each Member Governing Body at the Commissioner’s and Member Governing Body’s address as it is shown on the records of the Housing Authority.
Section 6. ~ Quorum

The powers of the Housing Authority shall be vested in the Commissioners thereof in office from time to time. Three-fifths (3/5) of the Commissioners of the Housing Authority presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

Section 7. ~ Manner of Voting

Voting on all Resolutions coming before the Housing Authority shall be by roll call, and the “yeas” and “nays” shall be entered upon the Minutes of such meeting. The concurrence of a majority of the Commissioners appointed shall be necessary to take any action.

All Resolutions shall be in writing and shall be entered in a journal of the proceedings of the Authority.

Section 8. ~ Open Meetings

All regular and special meetings of the Board shall be held in compliance with the provisions of Health and Safety Code Section 34283 and the Ralph M. Brown Act, California Government Code Section 54950, et seq.

Section 9. ~ Fees and Compensation

Commissioners shall not receive any salary for their services as Commissioners; however, by action of the Board, reasonable expenses may be reimbursed. In addition, the Board may act to approve a per diem for Commissioners as allowed by California Health and Safety Code Section 34274.

ARTICLE IV. ~ OFFICERS

Section 1. ~ Officers

The officers of the Housing Authority shall be a Chairperson, Vice-Chairperson, a Secretary, and such other officers as the Board may appoint.

Section 2. ~ Election

The Board shall elect the Chairperson and Vice-Chairperson from among its members. The Secretary shall be the Executive Director of the Housing Authority. Elected officers shall serve terms of one year or until their successors are elected and qualified. Such election shall be held at the annual organizational meeting of the Board and shall be conducted by the Secretary.
Section 3. – Chairperson

The Chairperson of the Board shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board. Except as otherwise authorized by Resolution of the Housing Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Housing Authority.

Section 4. – Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Housing Authority shall select a new Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5. – Secretary

The Secretary shall be the Executive Director of the Housing Authority and, as Executive Director, he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. He/she shall be charged with the management of the Housing Projects of the Housing Authority.

As Secretary, he/she shall keep the records of the Housing Authority, shall act as secretary of the meetings of the Housing Authority, and its Board, and record all votes, and shall keep a record of the proceedings of the Housing Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Housing Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Housing Authority.

The Secretary shall also be the Treasurer of the Housing Authority. As Treasurer, he/she shall have the care and custody of all funds of the Housing Authority and shall deposit the same in the name of the Housing Authority in such bank or banks as the Housing Authority may select. He/she shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by Resolution of the Board, all such orders and checks shall be countersigned by the Chairperson. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, bi-annually, an account of his/her transactions, and also of the financial conditions of the Housing Authority.

The compensation of the Secretary shall be determined by the Board, provided that a temporary appointee selected from among the Commissioners of the Housing Authority shall serve without compensation (other than payment of necessary expenses).
Section 6. – Additional Duties

The officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the By-Laws or Rules and Regulations of the Housing Authority.

Section 7. – Terms of Office

The officers of the Housing Authority shall be elected at each Annual Meeting to serve until their successor is elected and qualified. All officers shall be elected on an annual basis. All other officers of the Housing Authority shall be permitted to succeed themselves at the will of the Commissioners.

Section 8. – Vacancies

Should the offices of Chairperson and Vice-Chairperson become vacant, the Housing Authority shall elect a successor from its Commissioners at its next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor, as aforesaid.

Section 9. – Removal and Resignation

Any officer may be removed by a majority of the voting Commissioners at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairperson of the Board, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article V. – Committees of the Board

Section 1. – Committees Generally

Committees of the Board may be appointed as needed by the Chairperson. Each Committee shall exercise such power and carry out such functions as are designated by these By-Laws or as delegated by the Board from time to time. Except as otherwise provided by the Board or these By-Laws, such committees shall be advisory only and subject to the control of the Board.
Section 2. – Quorum, Meetings

A majority of the members of a committee shall constitute a quorum at any meeting of that committee, and all recommendations to the Board shall require a majority vote of those members present. Each committee shall meet as often as is necessary to perform its duties. A memo describing any recommendations made shall be presented to the Board.

Section 3. – Vacancies

Vacancies in any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 4. – Expenditures

Except as may otherwise be provided by the Board or by these By-Laws, any expenditure of funds by a committee shall require prior approval of the Board.

ARTICLE VI. – ADMINISTRATION

Section 1. – Executive Director/Secretary

The Executive Director of the Housing Authority shall serve as the Executive Director and Secretary of the Housing Authority. The Executive Director, or designee, shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of the Housing Authority, including those specific duties assigned by the Board or required by the Agreement. The duties as Secretary shall be as prescribed by Section 5 of Article IV above.

The Executive Director shall provide for such other employees as may be necessary for management of the Housing Authority’s business, subject to approval by the Board, or the Housing Authority’s Executive Committee.

Section 2. – Duties of Executive Director

The authority and responsibility of the Executive Director, and where appropriate, his/her designee, and to whom the Board shall provide policy direction, shall include:

A. Exercising responsibility for the selection, employment and supervision of all other employees of the Housing Authority.

B. Coordinating and carrying out the Housing Authority’s purposes and objectives according to the policies and procedures of the Housing Authority, the policy direction of the Board and the approved work program; including reporting at the next regular meeting relative to the exercise of any significant powers of duties;
C. Attending, as a non-voting member, the meetings of the Board and its committees;

D. Representing the Board and the Housing Authority in dealings with the public and other organizations;

E. Reporting the Housing Authority's activities to the parties to the Agreement at such times and in such manner as prescribed by them

F. Performing such specific duties as are set forth in the Agreement; and

G. Performing such specific duties that are delegated by the Board.

ARTICLE VII. – MISCELLANEOUS

Section 1. – Agents and Representatives

The Board may appoint such agents and representatives of the Housing Authority with such power and to perform such acts or duties on behalf of the Housing Authority, as the Board may see fit, so far as may be consistent with the Agreement, these By-Laws and applicable laws.

Section 2. – Bonding

Officers, Commissioners and employees handling funds shall be properly bonded as determined by the Board of Commissioners.

Section 3. – Fiscal Year

The fiscal year of the Housing Authority shall end on March 31.

Section 4. – Authority of Payments

All invoices, billings and claims for payment of losses shall be approved and signed by any two of the following before payment.

A. Chairperson of the Board;

B. The Vice-Chairperson of the Board;

C. The Executive Director/Secretary; or

D. Specific check signers designated by Board Resolution.
Section 5. – Rules of Procedure for Meetings

All meetings of the Board, the Executive Committee and other committees or bodies of the Housing Authority shall be conducted in accordance with Robert's Rules of Order, provided that in the event of any conflict, such rules shall be superseded by the Agreement, these By-Laws and California Law.

ARTICLE VIII. – AMENDMENT OF BY-LAWS

The By-Laws of the Housing Authority shall be amended only with the approval of at least six (6) Commissioners of the Housing Authority at a regular or a special meeting. No such amendment shall be adopted unless at least thirty (30) days written notice thereof has been previously given to all Commissioners of the Housing Authority. The secretary of the Housing Authority shall prepare and distribute any revisions to all parties to the Agreement.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of the Regional Housing Authority of Sutter and Nevada Counties.
2. That the foregoing By-Laws, comprising ten (10) pages, including this page, constitute the By-Laws of said Housing Authority as duly restated and adopted by the Board of Commissioners of said Housing Authority at a meeting duly held on March 18, 2015.

IN WITNESS WHEREOF, I hereunto subscribed my name this 18th day of March 2015.

[Signature]

Gustavo Becerra
Interim Executive Director and Secretary
Amendment to the Agreement creating the Regional Housing Authority of Sutter and Nevada Counties dated 4/20/2011

1. That the County of Yuba has heretofore declared the need for a housing authority to function within the County, that authority having been created in September 1, 1980 and having been organized and operating ever since as a County Housing Authority under the applicable provisions of the Housing Authorities Law.

2. That each of the respective jurisdictions have declared expressly the need to form an area housing authority so as to address regional and area wide housing problems combining their respective resources and directing their respective efforts in a more concentrated manner toward the alleviation of such problems and recognizing that the creation of an area housing authority will permit unified long-term approaches to be taken by the governing bodies of each of the respective jurisdictions for the provision of housing within expanded yet cohesive areas of operation.

3. This Amendment to the Regional Housing Authority of Sutter and Nevada Counties Agreement adds Yuba County as a member of said Regional Housing Authority.

4. The governing body of the Regional Housing Authority shall be referred to as the Board of Commissioners and shall consist of: two (2) persons appointed by the governing body of the City of Yuba City; two (2) persons appointed by the governing body of the City of Live Oak; two (2) persons appointed by the Sutter County Board of Supervisors; two (2) persons appointed by the Nevada County Board of Supervisors; two (2) persons appointed by the Yuba County Board of Supervisors, and except as otherwise provided in Section 34246.5, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba and Nevada upon the recommendation of the Regional Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

5. This agreement is entered into not only under the authority of 34240.1 and 34246, but under the general joint powers statutes.

Except as amended herein, the Agreement creating the Regional Housing Authority of Sutter and Nevada Counties dated April 20, 2011 shall remain in full force and effect.
IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written set forth below.

CITY OF YUBA CITY

________________________________________
By: 
Title: 
Dated: 

CITY OF LIVE OAK

________________________________________
By: 
Title: 
Dated: 

COUNTY OF SUTTER

[Signature]
By: James M. Aiken
Title: County Administrator Officer
Dated: 3/10/15

COUNTY OF NEVADA

________________________________________
By: 
Title: 
Dated: 

COUNTY OF YUBA

________________________________________
By: 
Title: 
Dated: 

APPROVED AS TO FC.
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: [Signature]
AGREEMENT CREATING THE REGIONAL HOUSING AUTHORITY OF SUTTER & NEVADA COUNTIES

This agreement made and entered into by and between the Cities of Yuba City and Live Oak and the Counties of Sutter and Nevada is for the express purpose of creating and forming an area or regional housing authority pursuant to the Housing Authorities Law and more specifically Health & Safety Code Section 34240.1. This agreement is made with reference to the following facts:

1. Each of the parties to this agreement have declared by appropriate resolution that (a) there is a need for an authority to function within their respective jurisdictions; (b) that an authority currently functions and operates within its jurisdiction; and (c) annexation to form an area housing authority is permitted by law.

2. That the County of Sutter has heretofore declared the need for a housing authority to function within the County, that authority having been created in 1946 and having been organized and operating until February 16, 1994, as a County Housing Authority under the applicable provisions of the Housing Authorities Law.

3. That the County of Nevada has heretofore declared the need for a housing authority to function within the County, that authority having been created in February 4, 1992 and having been organized and operating ever since as a County Housing Authority under the applicable provisions of the Housing Authorities Law.

4. That the Cities of Live Oak and Yuba City have on their own motion declared a need for a housing authority within their respective jurisdictions and made the statutory findings required by law under Section 34242 and in making said findings have taken into consideration the factors required by law under 34243.

5. That the Cities of Live Oak and Yuba City and the County of Sutter formed a consolidated area housing authority known as the Consolidated Area Housing Authority of Sutter County effective February 16, 1994, and which has been operating ever since.

6. That each of the respective jurisdictions have declared expressly the need to form an area housing authority so as to address regional and area wide housing problems combining their respective resources and directing their respective efforts in a more concentrated manner toward the alleviation of such problems and recognizing that the creation of an area housing authority will permit unified long-term approaches to be taken by the governing bodies of each of the respective jurisdictions for the provision of housing within expanded yet cohesive areas of operation.

7. Each of the parties to this agreement recognize that the creation and formation of an area wide housing authority will create an organization capable of addressing affordable housing issues on a regional basis and a broader vehicle for implementing housing programs.

8. That the creation and formation of an area housing authority by this agreement shall pursuant to law absorb the existing Consolidated Area Housing Authority of Sutter County
and the existing Nevada County Housing Authority with the appointment to the Regional Housing Authority of Sutter and Nevada Counties Board of the required Commissioners.

9. That with the creation of the within Regional Housing Authority and upon the appointment of required Commissioners to said Regional Housing Authority the title to all properties owned or held by or in trust for the present Consolidated Area Housing Authority of Sutter County and the present Nevada County Housing Authority, along with all debts, demands, liabilities or obligations existing in favor of or against such Housing Authorities in any proceedings of such authority shall become those of the Regional Housing Authority and likewise any and all such titles, debts, demands, liabilities, obligations and proceedings shall have the same validity, force and effect as if acquired, incurred, accrued or taken by the Regional Housing Authority created by this agreement; that, in addition, with said absorption of the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority into the Regional Housing Authority created by this agreement, such transfer shall not affect or impair the status or rights of any duly currently employed person of the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority and such status and rights shall have the same validity, force and effect as if obtained during employment with the Regional Housing Authority created by this agreement.

10. This agreement is entered into not only under the authority of 34240.1 and 34246, but under the general joint powers statutes.

NOW, THEREFORE, the parties hereto agree as follows:

A. There is hereby created and formed a Regional Housing Authority which shall be referred to as the Regional Housing Authority of Sutter and Nevada Counties.

B. The governing body of the Regional Housing Authority shall be referred to as the Board of Commissioners and shall consist of: two (2) persons appointed by the governing body of the City of Yuba City; two (2) persons appointed by the governing body of the City of Live Oak; two (2) persons appointed by the Sutter County Board of Supervisors; two (2) persons appointed by the Nevada County Board of Supervisors, and except as otherwise provide in Section 34246.5, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak and Yuba City and the Board of Supervisors of the Counties of Sutter and Nevada upon the recommendation of the Regional Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

C. Non-tenant Commissioners shall serve for a term of four (4) years. The Commissioners previously appointed by the Cities of Live Oak and Yuba City and the County of Sutter and currently serving their terms shall continue to serve on the new Regional Housing Authority Board of Commissioners until the expiration of their term. The Nevada County Board of Supervisors shall designate of those

AGREEMENT CREATING THE REGIONAL HOUSING AUTHORITY OF SUTTER & NEVADA COUNTIES -- Page 2 of 5

Approved 4/20/2011
Commissioners to be first appointed by it, the Commissioner who will serve for a term of three (3) years, and the Commissioner who will serve for a term of four (4) years. All subsequent successors to the Board of Commissioners shall be appointed by the Governing Bodies of the respective jurisdictions for the terms of four (4) years except that all vacancies to be filled shall be filled for the unexpired portion of the term. The Tenant Commissioner jointly appointed shall serve for a term of two (2) years. His/her successor shall be appointed jointly by the Governing Bodies of the respective jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the unexpired term, but only so long as he/she remains a tenant of the Housing Authority. His/her successor shall also be a tenant of the Housing Authority and shall be appointed jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall be filled for the unexpired term.

D. As provided for by law three fifths (3/5ths) of the Commissioners of the Area Housing Authority created by this agreement shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes. Action may be taken by the Board of Commissioners upon a majority vote of the Commissioners. The Commissioners shall select a Chairperson from amongst their number.

E. Upon appointment of all required Commissioners as hereinabove provided, the Regional Housing Authority shall be authorized to exercise all of the powers and transact all of the business which a housing authority is otherwise functioning and exercising is authorized to exercise or transact.

F. Pursuant to Health and Safety Code Section 34327, the area of operation of the Regional Housing Authority created by this agreement shall be the combined possible areas of operations of the participating entities, to wit the City of Live Oak, County of Sutter, City of Yuba City and County of Nevada, all as determined by Sections 34208 and 34209 of the Housing Authorities Law.

G. It is understood and agreed by and between the parties hereto that pursuant to law in that the Counties of Sutter and Nevada have previously established a Housing Authority in each jurisdiction, the powers and duties of such Housing Authorities shall with the execution of this agreement be vested in the Regional Housing Authority upon the appointment of all required Commissioners to the Regional Housing Authority. That with the vesting of such powers and duties in the Regional Housing Authority, and pursuant to law, the title to any property owned or held by or in trust for the Nevada County Housing Authority or the Consolidated Area Housing Authority of Sutter County, and any debts, demands, liabilities or obligations existing in favor or against such Nevada County Housing Authority or Consolidated Area Housing Authority of Sutter County, and any proceedings of such authorities shall become those of the Regional Housing Authority and any and all such titles, debts, demands, liabilities, obligations and proceedings shall be deemed
to have the same validity, force and effect as if acquired, incurred, accrued or take
by the Regional Housing Authority. The debts, liabilities, and obligations of the
Regional Housing Authority shall under no circumstances be debts, liabilities,
and obligations of the parties to this agreement

Further that with the vesting of the powers and duties of the Consolidated Area
Housing Authority of Sutter County and the Nevada County Housing Authority in the
Regional Housing Authority created by this agreement, such shall in no fashion
affect or impair the status or rights of any currently employed persons of the
Consolidated Area Housing Authority of Sutter County and the Nevada County
Housing Authority, and such status and rights shall have the same validity, force and
effect as if attained during employment with the Regional Housing Authority.

H. As permitted by law and pursuant to resolution authorizing such action, the
Commissioners appointed to serve on the Regional Housing Authority Board shall
receive necessary traveling and subsistence expenses incurred in the discharge of
their duties, but shall receive no other form of compensation for attending meetings
of the Regional Housing Authority Board other than the meeting per diem
authorized by California law (Health & Safety Code Section 34274).

I. For any legal services required by the Regional Housing Authority it may employ its
own counsel and legal staff or it may call upon the Chief Law Officer of the County
of Sutter for such services.

J. The Regional Housing Authority shall take out appropriate insurance to protect itself
in connection with its operations.
IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By: STEVEN R. JEPSEN
Title: CITY MANAGER

CITY OF LIME OAK

By: Gary A. Baland
Title: Mayor

COUNTY OF SUTTER

By: James Gallagher
Title: Chairman, Board of Supervisors

COUNTY OF NEVADA

By: Honorable Edward Scofield
Title: Chair, Board of Supervisors

Approved 4/20/2011
March 26, 2015

Board of Supervisors
County of Yuba
915 Eighth Street, Suite 109
Marysville, CA 95901

RE: Tenant Commissioner Appointment

As per the Bylaws "The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors and except as otherwise provided in section 324246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments."

At the March 18, 2015 meeting of the Regional Housing Authority of Sutter and Nevada Counties (RHASNC) Board of Commissioners meeting it was approved to recommend Suzanne Gallaty to be re-appointed to the Tenant Commissioner position.

The Regional Housing Authority of Sutter and Nevada Counties requests the Yuba County Board of Supervisors appoint Suzanne Gallaty as Tenant Commissioner pursuant to the Bylaws and the Agreement Creating the Regional Housing Authority of Sutter and Nevada Counties.

Sincerely,

[Signature]
Gustavo Becerra
Interim Executive Director

The Housing Authority is an equal opportunity employer and housing provider.
To: Board of Supervisors

From: Donna Stottlemyer, Clerk of the Board

Subject: Wheatland Cemetery District Appointment

Date: April 7, 2015

Recommendation

Appoint Martha Waltz to the Wheatland Cemetery District for a term to expire August 13, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is an unscheduled vacancy due to the resignation of Mr. Roy Crabtree on February 23, 2015. One application has been received from Ms. Martha Waltz and is attached for your review and consideration.

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

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment
The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE:
Wheatland Cemetery Board

APPLICANT NAME:
Martha Waltz

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

PHYSICAL ADDRESS
(Street, City, Zip):
Wheatland, 95692

TELEPHONE:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
School Teacher, Rancher

REASONS YOU WISH TO
SERVE ON THIS BODY:
Lifetime interest in Wheatland and community. Generations of family members buried in Wheatland Cemetery.

QUALIFICATIONS:
College education, ability to collaborate and work with others. Historical interest and study of pioneers in Wheatland.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

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

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

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

Signature: Martha Waltz
Date: 2-14-15

THIS SECTION FOR OFFICE USE ONLY

□ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
□ APPLICANT APPOINTED: ____________________________
□ OTHER: ________________________________________

Rev 07/12
To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Resource Conservation District—Scheduled Vacancy
Date: April 7, 2015

Recommendation

Appoint Don L. Grimm to the Resource Conservation District for term to expire November 30, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commission/Committees is continually posted indicating vacancies, appointments, terms of office, qualifications and meeting information as is updated monthly. Applicants must be a Landowner within the Reclamation-District or, in accordance with Public Resources Code Section 9352(b)(2), a designated agent of a resident landowner within the district.

One application has been received from Don L. Grimm and is attached for your review and consideration. Applicant meets the qualifications to serve and has the signatures of ten qualified registered voters within Yuba County.

In light of the expressed interest and recommendation it would be appropriate to appoint two individuals at this time.

Fiscal Impact

None

Committee Action

None required.

ds:rf
attachments
Yuba County Resource Conservation District

"The Yuba County Resource Conservation District (YCRCD) assists our landowners and land managers in providing stewardship of the County's natural resources and educates stakeholders and policy makers about the County's natural resource base."

DIRECTOR APPLICATION

Pursuant to section 9314 of the Public Resources Code, the Board of Supervisors may appoint Directors from those candidates who have filed an application.

Please complete this form and return to the Clerk of the Board of Supervisors of Yuba County, 915 8th Street, Suite 109, Marysville, CA 95901 Phone: (530) 749-7510 Fax: (530) 749-7353

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<td>Grimm</td>
<td>Don L</td>
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<td>Marysville</td>
<td>CA 95901</td>
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Check one: I currently own Farmland ☑; Residential Lot ☐; Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

Building and maintaining soil since 1985 (FPA) Currently growing cover crops. Applying compost and growing vegetables for retail/wholesale.

Have you ever been convicted of a felony ☐ Yes ☑ No. A felony conviction may preclude you from service. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature ___________________________ Date 12-02-2014

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

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<th>Print Name/Signature</th>
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**Yuba County Resource Conservation District**

*"The Yuba County Resource Conservation District (YCRCD) assists our landowners and land managers in providing stewardship of the County's natural resources and educates stakeholders and policy makers about the County's natural resource base."*

---

**DIRECTOR APPLICATION**

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<td>Marysville</td>
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Check one:  
- I currently own Farmland  
- Residential Lot  
- Other

Please state your qualifications and/or reasons for wishing to serve on the District Board:

[Blank space for response]

Have you ever been convicted of a felony  
- Yes  
- No. A felony conviction may preclude you from service.

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

Signature: [Signature]  
Date: 2-12-15

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

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<td>Michael E. Lee</td>
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<td>Kimberly Hawthorne</td>
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<td>Cathy Kibbe</td>
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The County of Yuba
BOARD OF SUPERVISORS
MARCH 17, 2015 - MINUTES

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

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher

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

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

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

A. Agricultural Commissioner

1. (104-15) Adopt resolution authorizing the Agricultural Commissioner to execute certain contracts, agreements, cooperative agreements, grants, memorandum of understandings for Fiscal Year 2015-2016 or multi-years. Adopted Resolution No. 2015-24, which is on file in Yuba County Resolution Book No. 46.

2. (105-15) Approve Amendment No. 1 to agreement with Applied Forest Management Inc. for Consultant Services for the balance of Fiscal Year 2014-2015 and pending funds for Fiscal Year 2015-2016; and authorize the Chair to execute. Approved.

B. Board of Supervisors

1. (096-15) Remove Mark Harrison from Fish and Game Advisory Commission pursuant to Commission Bylaw 92-070 (Attendance). (Continued from March 10, 2015) Supervisor Vasquez indicated Mr. Harrison would like to continue as a member of the Fish and Game Advisory Commission.

Fish and Game Advisory Commission Secretary Mr. Todd Quist, recapped actions of the Commission relating to absent members, stating the Commission voted to remove Mr. Harrison by an 8/2 vote for non-attendance, and further advised the last meeting Mr. Harrison attended was March 6, 2014.

Mr. Quist responded to inquiries on current involvement and activities attended by Mr. Harrison.
MOTION: Move to deny removal MOVED: Andy Vasquez SECOND: Randy Fletcher
AYES: Andy Vasquez, Randy Fletcher, R67oger Abe
NOES: None ABSENT: John Nicoletti, Mary Jane Griego ABSTAIN: None

C. Clerk of the Board of Supervisors


2. (107-15) Appoint Robert Gass to the Yuba County Fish and Game Advisory Commission as the Yuba County Water Agency South representative for a term to end December 31, 2018. Approved.

D. Community Development and Services


IV. SPECIAL PRESENTATION

A. (110-15) Present Proclamation for Proclaiming March for Meals Month. (Five minute estimate) Program and Nutrition Services Manager Jane Stan recapped program and benefits provided. Vice Chair Roger Abe presented proclamation to Ms. Stan.

B. (111-15) Receive presentation from Tsi Akim regarding Sycamore Ranch. (Fifteen minute estimate) Pulled at Chairman Ryberg's request.

V. PUBLIC COMMUNICATIONS:

Mr. Robert Simeroth, condition of surface streets in Olivehurst
Public Works Director Mike Lee responded to Mr. Simeroth's inquiries.

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

A. (112-15) Two letters from California Emergency Services advising of disaster designation due to agricultural losses caused by drought. Accepted.

B. (113-15) Notice of Findings from California Fish and Game Commission regarding the flat-tailed horned lizard. Accepted.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:
- Sierra Sacramento Valley EMS meeting held March 13, 2015
- Yuba Sutter Farm Bureau Spring Fling March 13, 2015

Legislative Analyst Russ Brown received Board consensus to send a letter in support of Senate Bill 234 - Wildlife Management Area, Payments.
VIII. **CLOSED SESSION** The Board retired into closed session at 9:56 a.m. and returned at 10:16 a.m. with all present as indicated above.

A. Personnel pursuant to Government Code §54957b(1) - Public Appointment/Human Resources Director No Report

B. Personnel pursuant to Government Code §54957b(1) - Public Appointment/Public Health Officer Postponed to March 24, 2015.

IX. **ADJOURN** 10:16 a.m.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk
The County of Yuba

BOARD OF SUPERVISORS

MARCH 24, 2015 - MINUTES

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

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher – All present

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

MOTION: Move to approve

MOVED: Andy Vasquez
SECOND: John Nicoletti

AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None
ABSENT: None
ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (115-15) Approve minutes from the meeting of March 10, 2015. Approved as written.

B. Community Development and Services

1. (116-15) Award contract to apparent low bidder RNR Construction Inc., for Spring Valley Road at Browns Valley Ditch Bridge Replacement Project and authorize Chair to execute. Approved.

2. (117-15) Adopt resolution adopting the Engineer's Report and declaring intention to levy and collect assessments within the Gledhill Landscaping and Lighting District for Fiscal Year 2015-2016. Adopted Resolution No. 2015-26, which is on file in Yuba County Resolution Book No. 46.

C. County Administrator

1. (118-15) Approve Regional Waste Management Authority grant application for a CalRecycle Fiscal Year 2015/2016 Local Government Waste Tire Cleanup and Amnesty Grant and authorize the County Administrative Officer to execute submittal letter. Approved.

D. Health and Human Services

1. (119-15) Approve amended Medical Targeted Care Management provider participation agreement with California Department of Health Care Services and authorize Chair to execute. Approved.
E. Human Resources and Organizational Services

1. (120-15) Approve Side Letter Agreement for Yuba County Employee Association and Agreement with Non-Represented employees for share of employer’s PERS costs for the 2015/2016 Fiscal Year. Approved.

F. Sheriff-Coroner

1. (121-15) Adopt resolution assuring authorizing application for Mentally Ill Offender Crime Reduction (MIOCR) grant and assuring compliance with grant requirement. Adopted Resolution No. 2015-27, which is on file in Yuba County Resolution Book No. 46.

IV. SPECIAL PRESENTATION

A. (122-15) Present proclamation proclaiming March is American Red Cross Month. (No background information) (Five minute estimate) Chair Grego presented proclamation to Red Cross Disaster Volunteer Kathy Massar. Ms. Masser commended the Board for their support.

B. (123-15) Present County Employee Services awards. (No background material) (30 minute estimate) Human Resources Director Jill Ab read and presented employee service awards.

10 Years
Nelida Areilano-Jara       Michael Lee              Kimberly Sapp
Robert Day                 Jeffery Olsen            Dustin Taub
James Diltz                James Perin              Nina M. Pfeffer Wideman
Joshua Endicott            Dan Redding              Stephen Wood
Donna Hillegass            Nathan Santos           Sandra Young
Linda Hodges

15 Years
Laura Allen                Bradley Enos             Lizabeth Langley
Steven Anderson            Cynthia Epperson         Mary Large
Reem Burris                John Escovedo            Cynthia Murphy
Jerry Bybee                John Fleming              Thomas Oakes
Andrea Carney              Diana Gossard            Alicia Phillips
Traci Clark                Alexandra Hadley         Richard Prenatt
Tristi Colosi              Philip Hohman             Heather Schoonmaker
Pamela Cook                Debra Horstall            Teresa Sydow
Cheryl Corniel             Stephen Houston          Raymond Villa
Jeffery DeCamp             Pamela Kaiser             Sachie Wong
Dennis Elledge              Iris Kamis               Katherine Wyant

20 Years
James Arnold               Julie Hurley             Sandy Williams
Mary Barr                   Patricia Rallo           Sai Yang-Moua
Scott Bryan
25 Years
Ann Chellis
Tonya English

Terry Hansen
Ramona Mallonee

John Rohrbach

30 Years
Pajo Athwal
Rita Beisley

Lorraine Daggett
Tonetta Ellsworth

Neal Houston
Patrick McGrath

35 Years
Cathrine Dunning
Mary Hansen

Maria Hernandez
Randall Moore

Santie Williams

V. PUBLIC COMMUNICATIONS:
Program Manager Jason Roper Vicim Witness Candle Light Vigil April 19, 2015 at 6:00 p.m.

VI. COUNTY DEPARTMENTS

A. County Administrator

1. (124-15) Receive information on proposed Business Incentives Program Committee formation and provide direction as appropriate. (Ten minute estimate) County Administrator Robert Bendorf recapped proposed business incentives program including incentives in the forms of tax breaks, expeditious process of permits and variances, and the flexibility of offering something unique and tailored to the individual business. Mr. Bendorf responded to Board inquires.

Economic Development Coordinator John Fleming and Community Development and Services Director Kevin Mallen recapped current statewide incentives and the need for a more flexible local approach.

Following additional Board discussion, Chair Griego established an Ad-hoc committee to explore a business incentives program and appointed Supervisors Vasquez and Nicoletti to serve.

2. (125-15) Receive introduction of Jill Abel as Director of Human Resources/Risk Manager effective April 1, 2015; approve employment agreement; and authorize Chair to execute. (Ten minute estimate) County Administrator Robert Bendorf introduced Jill Able as his appointee as Director of Human Resources/Risk Manager effective April 1, 2015.

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

3. (126-15) Adopt resolution authorizing the County Administrator to execute a funding agreement to implement a tax neutrality requirement for the PG&E Land Conservation commitment and approve a lump sum payment in lieu of taxes for the conveyed land to a non-profit and direct the tax be apportioned to the taxing entities in Yuba County. (Ten minute estimate) County Administrator Robert Bendorf recapped agreement and requirements and responded to Board inquiries.

MOTION: Move to adopt MOVED: John Nicoletti SECOND: Andy Vasquez
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None
Adopted Resolution No. 2015-28, which is on file in Yuba County Resolution Book No. 46.

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

A. (524-14) Ordinance - Hold public hearing, waive reading, and re-introduce ordinance repealing and re-enacting Chapter 10.30 regarding requirements of the National Flood Insurance Program and Community Rating System. (First Reading. Continued from November 18, December 9, 2014; and January 13, 2014) (Land Use and Public Works Committee recommend approval) (Ten minute estimate) (Roll Call Vote) Supervisor Fletcher recused himself due to a conflict and left the meeting at 10:19 a.m.

Community Development and Services Director Kevin Mallen recapped ordinance and responded to Board inquiries.

Principal Engineer Dan Peterson responded to specific inquiries relating to wet proofing structures and impacts to existing structures.

The Chair opened the public hearing. No one came forward.

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

Supervisor Fletcher rejoined the meeting at 10:39 a.m.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Vasquez: Memorial Adjournment - Lt. General Zong Yang Thao

Supervisor Nicoletti:
• Human Resources and Organization Services appointment of Jill Abel
• Bok Kai Festival article in New York Times

Supervisor Abe:
• RCRC meeting held March 18, 2015
• Department head meeting for legislative update held March 19, 2015
• Yuba County Water Agency special meeting held March 19, 2015
• Economic Advisory Committee meeting held March 20, 2015
• Bok Kai Hostess Reception held March 20, 2015
• Bok Kai Parade March 21, 2015

Supervisor Fletcher:
• California Central Valley Flood Control meeting March 18, 2015

Supervisor Griego:
• Attended National Association for Health Care Centers in Washington, DC
• Memorial Adjournment - Mr. Alexander Nicoletti, Ms. Mary Jane Garamendi
County Administrator Robert Bendorf:
- Received Board consensus to work with Chair, Vice Chair and Curt Aikens on proposed changes to contract with Peterson Consulting
- Budget meetings with Department Heads
- Regional Waste Management special meeting Tuesday, March 16, 2015

IX. CLOSED SESSION  The Board retired into closed session at 10:48 a.m. and returned at 12:07 p.m. with all members present as reported above.

A. Personnel pursuant to Government Code §54957b)(1) - Public Appointment/Public Health Officer Direction provided

B. Personnel pursuant to Government Code §54957 - County Administrator Evaluation Direction provided

X. ADJOURN: 12:07 p.m. in memory of Ms. Mary Jane Garamendi, Mr. Alexander Cole, and Lt. General Zong Vang Thao.

___________________________  Chair

ATTEST: DONNA STOTTERMeyer
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: ______________________
April 7, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AWARD LOMA RICA ROAD SHOULDER WIDENING PROJECT CONTRACT NO. 2015-8082

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above project to the apparent low bidder, and to authorize its chairman to execute the contract.

BACKGROUND:

On Tuesday, March 24, 2015 bids were opened for the subject project. The bid results are shown below for the three lowest bids:

- Knife River Construction $1,280,852.00
- Lamon Construction $1,372,145.30
- R & R Horn Inc. $1,413,814.00

DISCUSSION:

The work in general will consist of widening shoulders, extending or replacing culverts, improving drainage, overlay, and installing pavement markings and striping. The engineer’s estimate for the project was $1,027,534.00. The project is expected to be completed by the end of October 2015.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project will be funded by Trust 188 Road Impact Fees.
To: The Board of Supervisors

From: Robert Bendorf, County Administrator

Date: April 7, 2015

Re: CSAC-EIA Board of Directors

RECOMMENDATION: Appoint Jill Abel as the CSAC-EIA Board Member for the County of Yuba.

DISCUSSION: CSAC-EIA, the County’s insurance provider, requires the County Board of Supervisors to appoint and/or reaffirm the board members from Yuba County in order to maintain their files for voting purposes. Traditionally, the primary voting member has been the Human Resources Director.

COMMITTEE ACTION: None – Administrative only.

FISCAL IMPACT: None – Administrative only.
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Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager
    Holly Powers, Emergency Operations Planner

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: April 7, 2015

Recommendation:
The Board of Supervisors adopt a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

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. Your Board ratified said proclamation on February 25, 2014 and extended on March 10, 2015.

Discussion:
With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The recent rainstorms are seasonally expected and are consistent with the average rainfall during this time of year. At this point, the storms have had no impact on lessening drought conditions. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). 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.

Committee Action:
No committee action was taken due to time constraints.

Fiscal Impact:
There is an unknown impact to the general fund as of this date.
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 DROUGHT
EMERGENCY IN THE COUNTY OF
YUBA.

RESOLUTION NO. _____________

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a
local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20;
and

WHEREAS, conditions of peril to public health and safety remain in the County of Yuba
due to the statewide drought; 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 a local
emergency due to a statewide drought; and
NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continuance 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 ___________ __________ 2015.

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________________________
Chair

ATTEST: DONNA STOTTLMEYER
CLERK OF THE BOARD OF SUPERVISORS

__________________________________________
APPROVE AS TO FORM:
COUNTY COUNSEL
The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

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

TO:      Board of Supervisors
         Yuba County

FROM:    Lynne Olsen, Director of Nursing
          Health & Human Services Department

DATE:    April 7, 2015

SUBJECT: Resolution Authorizing the Chair to accept and appropriate funds
         and authorizing the Director of Health and Human Services to Enter
         into Agreement with First 5 Yuba for Grant Funds

RECOMMENDATION: It is recommended that the Board of Supervisors approve the
Resolution of the Board authorizing the Chair to accept and appropriate grant funds
from First 5 Yuba for sponsorship of the May 2, 2015, Community Baby Fair and
further authorizing the Director of Health and Human Services to enter into and
execute the agreement and other related documents.

BACKGROUND: First 5 Yuba has made grant funds available through their
Community Education and Outreach Sponsorship Activity Program to provide health
and safety education to parents of young children in Yuba County. The Health and
Human Services Department, through its Public Health Division, has been awarded
grant funds for the sponsorship of a Community Baby Fair to be held on May 2, 2015.

DISCUSSION: This Resolution of the Board would allow the Health and Human
Services Department to enter into Agreement with First 5 Yuba for $1,000.00 in grant
funds to help defer the cost of the providing activities at the Community Baby Fair.

COMMITTEE: Due to time constraints, this item was not presented to the Human
Services Committee.

FISCAL IMPACT: Approval of this Resolution of the Board will not impact County
General Funds.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE
CHAIR OF THE BOARD TO ACCEPT
AND APPROPRIATE GRANT FUNDS
FROM FIRST 5 YUBA AND
AUTHORIZE THE DIRECTOR OF
HEALTH AND HUMAN SERVICES
DEPARTMENT TO EXECUTE THE
RELATED AGREEMENTS AND
OTHER PERTINENT DOCUMENTS

RESOLUTION NO. __________

WHEREAS, First 5 Yuba has made funds available under their Community Education and Outreach Sponsorship Activity Program; and

WHEREAS, Yuba County Health and Human Services Department, through its Public Health Division (YCHHSD), has been awarded sponsorship funds in the amount of $1,000.00 to help defer the cost of providing health and safety education activities to parents of young children in Yuba County at the May 2, 2015, Community Baby Fair; and

WHEREAS, the funds from First 5 Yuba Commission will be used to: 1) contract with Playzeum, a mobile children’s museum, to provide learning activities for the children; 2) contract with a local photographer to provide keepsake photos from the photo booth to expectant mothers and families with infants; and 3) purchase approximately 35 food grinders as raffle prizes to encourage families to make their own nutritious baby foods.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors that the Chair of the Board is hereby authorized to accept and appropriate $1,000.00 (One Thousand Dollars) for the May 2, 2015, Community Baby Fair, and any subsequent funds awarded for the stated event; and

///
///
///
Agreement for Community Education and Outreach Sponsorship

This agreement ("Agreement") sets forth our mutual understanding of the terms and conditions for the sponsorship awarded by First 5 Yuba Commission, of the County of Yuba (collectively, "Commission"), and Yuba County Health & Human Services Department, Public Health Division. ("Grantee").

The sponsorship shall be in the amount of $1,000.00 and is only to be used to carry out the activities as described on the Community Education and Outreach Sponsorship Application (attached hereto as Exhibit 1).

The purpose of the Community Education and Outreach Sponsorship Program is to support small-scale community activities or events designed to disseminate information such as monthly children’s observances, childhood development topics and other relevant issues that benefit expectant parents, parents/primary caregivers of children ages 0-5 years and their families.

Commission awards the sponsorship with the parties' understanding that Grantee will indemnify, hold harmless and assume the defense of Commission, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly, arising as a result of or in connection with Grantee's activities in connection with this Agreement.

The parties further understand and agree that Grantee: (1) shall maintain and enforce a drug free workplace; (2) shall abide by all health and safety standards set forth by the State of California and/or Commission pursuant to the Injury and Illness Prevention Program; and (3) is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Additionally, Grantee agrees that the event funded will be located in Yuba County, will be tobacco-free and will acknowledge the support of the First 5 Yuba Commission in its advertising. The event may not be for religious purposes, to benefit an individual or to promote a candidate for public office.

Grantee agrees to provide an activity/event report on the event within 30 days of the event that states the number of persons attending (if applicable), activities carried out, feedback from participants (if applicable) and benefits of the event. Grantee’s failure to provide a report may result in Grantee’s being considered ineligible for future funding.

The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained in this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

If these terms are your understanding, please execute this Agreement in the space provided below, indicating that you acknowledge the terms and conditions under which the sponsorship has been awarded and that you certify that the individual signing has the proper authority to bind Grantee to all terms and conditions set forth in this Agreement.

*Government Code section 8352 et seq.*
Signature Section

FIRST 5 YUBA COMMISSION
By:  
Date: 03/04/15

Cynthia Sodari, Executive Director
First 5 Yuba

GRANTEE

I acknowledge and accept the above-listed terms and conditions for receipt of the above-referenced sponsorship.

By:  
Grantee Signature

Print Grantee Name

Organization Name (if applicable)

Address (Street, City, Zip Code)

Telephone Number

Email address

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

APRIL 7, 2015

TO:       YUBA COUNTY BOARD OF SUPERVISORS
FR:       STEVEN L. DURFOR, SHERIFF-CORONER
RE:       BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM

RECOMMENDATION:
1. Approve the Resolution authorizing the Sheriff to execute the State Application for Financial Aid for the Boating Program for Fiscal Year 2015-16;
2. Approve the contract between the County of Yuba and the Department of Boating and Waterways for the purpose of performing boating and safety enforcement activities for Fiscal Year 2015-2016.

BACKGROUND:
This is an annual agreement that has been in effect for many years and requires Board of Supervisor’s approval. The agreement covers the period of July 1, 2015 to June 30, 2016, and provides reimbursement of $166,131 for conducting boating safety and enforcement activities on Yuba County waterways. The funding supplements 2 Deputy Sheriff’s to patrol the County waterways for the FY 2015-2016.

DISCUSSION:
This is the continuation of an agreement that is a benefit to both agencies. The agreement will provide for a total of $166,131 in additional law enforcement revenue. The Sheriff will provide reimbursable law enforcement services in accordance with the attached agreement.

FISCAL IMPACT:
Boat taxes estimated at $20,951.

COMMITTEE ACTION:
Due to the routine nature of this request, this item was placed directly on the Board of Supervisor’s agenda.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE: ) RESOLUTION NO.________
RESOLUTION AUTHORIZING THE )
SHERIFF TO EXECUTE THE STATE )
APPLICATION FOR FINANCIAL )
AID FOR THE BOATING PROGRAM )
FISCAL YEAR 2015-2016 )

___________ ________________

WHEREAS, the California Department of Boating and Waterways performs boating
safety enforcement activities on waterways within the state; and

WHEREAS, the County of Yuba has a need for boating safety enforcement on waters
under its jurisdiction; and

WHEREAS, pursuant to the requirements of California Harbors and Navigation Code
section 663.7 and the California Code of Regulations Title 14, Division 4, Chapter 1, Article
4.5.1, the County of Yuba is eligible and entitled, on an annual basis, to apply for and receive
state financial aid for boating safety and enforcement programs on waters under its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the
County of Yuba hereby makes the following determinations:

1. Sheriff Steven L. Durfor is hereby authorized to execute on behalf of the
   County of Yuba that certain State Application for Financial Aid and Financial
   Aid Agreement for the Boating Program, Fiscal Year 2015-2016, in the form
of copies thereof on file with the Clerk of the Board of Supervisors of the County of Yuba.

2. Sheriff Steven L. Durfor is hereby authorized to execute quarterly and annual activity reports for the Boating Program, for Fiscal Year 2015-2016.

3. Yuba County Auditor, C. Richard Eberle, is hereby authorized to execute on behalf of the County of Yuba, the ‘estimated boat taxes’ and quarterly claims for reimbursement for the Boating Program, for the Fiscal Year 2015-2016.

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

AYES:

NOES:

ABSENT:

______________________________
CHAIR

ATTEST: DONNA STOTTEMEYER

APPROVED AS TO FORM

By: ________________________________
Clerk of the Board of Supervisors

__________________________________________
ANGEL P. MORRIS-JONES, County Counsel
Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 2015-2016

Agency: Sheriff's Department
Address: 215 5th St., Ste.150, Marysville, CA 95901
County: County of Yuba

<table>
<thead>
<tr>
<th>Proposed Program Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Form 801.2)</td>
</tr>
<tr>
<td>2. Operations, Maintenance and Equipment (Form 801.3)</td>
</tr>
<tr>
<td>3. Total direct BS&amp;E proposed program cost (2+3)</td>
</tr>
<tr>
<td>4. Administrative costs</td>
</tr>
<tr>
<td>5. Total BS&amp;E proposed program costs (3+4)</td>
</tr>
<tr>
<td>6. Less: Boat Taxes (Form 801.4)</td>
</tr>
<tr>
<td>7. Total Net Proposed Program Cost (5-6)</td>
</tr>
</tbody>
</table>

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of Form 801.3.
b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

Signature: [Signature]
Date: 11/23/14
Typed Name: Steven L. Durfor, Sheriff-Coroner
Telephone: (530) 749-7777

Revised 2014
# Boating Safety and Enforcement Aid Program

## Proposed Personnel Costs -- 801.2

**Fiscal Year** 2015-2016

### Agency

<table>
<thead>
<tr>
<th>Title</th>
<th>Grade</th>
<th>No. Hours or Months</th>
<th>Pay per Hour or Month</th>
<th>Total Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Deputy III</td>
<td>E</td>
<td>12.00</td>
<td>$5,880.00</td>
<td>$70,560.00</td>
</tr>
<tr>
<td>2. Overtime</td>
<td></td>
<td>40.00</td>
<td>$51.00</td>
<td>$2,040.00</td>
</tr>
<tr>
<td>3. Deputy III</td>
<td>E</td>
<td>12.00</td>
<td>$5,756.00</td>
<td>$69,072.00</td>
</tr>
<tr>
<td>4. Overtime</td>
<td></td>
<td>40.00</td>
<td>$50.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

21. **Total**

|  | 104.00 |                     | **$143,672.00** |

22. **Average Customary Fringe Benefit Percent** 48.00%

23. **Total Proposed Personnel Costs** $212,634.56

Revised 2014
# Boating Safety and Enforcement Aid Program

**Proposed Operations, Maintenance and Equipment Costs -- 801.3**

**Fiscal Year** 2015-2016

<table>
<thead>
<tr>
<th>Agency</th>
<th>Sheriff's Department</th>
<th>County</th>
<th>County of Yuba</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Patrol Vessels:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td>$15,000.00 + Repair</td>
<td>$3,000.00 + Storage</td>
<td>$2,100.00 = $20,100</td>
</tr>
<tr>
<td><strong>Vehicles:</strong></td>
<td>Miles</td>
<td>45,000</td>
<td>Mileage Allowance</td>
</tr>
</tbody>
</table>

**LIST OTHER O&M AND EQUIPMENT**

1. Hull Insurance  $1,800.00
2. Maintenance of Equipment  $3,000.00
3. IT network fee  $960.00
4. 
5. 
6. 
7. 
8. 
9. 
10. 
11. 
12. 
13. 
14. 
15. 
16. 
17. 
18. 
19. 
20. 
21. 
22. 
23. 
24. 
25. 

**Total**  $51,060.00

Revised 2014
Documentation of Estimated Boat Tax Revenues -- 801.4
Fiscal Year 2015-2016

Agency          Sheriff's Department
County          County of Yuba

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year $20,951.00

Certification

I attest that I am a duly authorized representative of the auditor's office of

Yuba county/city;

and that this calculation results in the best estimate of boat tax revenues

for the fiscal year noted.

[Signature]

DATE

11-4-2014

C. Richard Eberle, Auditor-Controller

TELEPHONE

(530) 749-7810
**Application for Financial Aid -- 801**  
**Fiscal Year 2015-2016**

**Agency**  
Sheriff's Department

**County**  
County of Yuba

**Address**  
215 5th St., Ste. 150, Marysville, CA 95901

---

**General Description of Boating Safety and Enforcement Programs:**

*Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet.*

Patrol waterways, enforcing both State and Local boating laws and regulations, conduct boating safety presentations, investigate boating accidents, perform vessel investigations, issue verbal and/or written citations as needed, supervise organized water events, search and recovery of drowning victims, and boating activities as requested.

---

### Waterways to be Patrolled

<table>
<thead>
<tr>
<th>Waterway</th>
<th>Area in Square Miles</th>
<th>Primary Usage&lt;sup&gt;a&lt;/sup&gt;</th>
<th>Type(s) of Patrols&lt;sup&gt;b&lt;/sup&gt;</th>
<th>FT or PT&lt;sup&gt;c&lt;/sup&gt;</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bullards Bar</td>
<td>7.5</td>
<td>B</td>
<td>On-water</td>
<td>FT</td>
<td>420</td>
<td>85</td>
<td>40</td>
<td>360</td>
</tr>
<tr>
<td>Camp Far West</td>
<td>1.9</td>
<td>B</td>
<td>On-water</td>
<td>FT</td>
<td>110</td>
<td>20</td>
<td>35</td>
<td>285</td>
</tr>
<tr>
<td>Englebright</td>
<td>1.2</td>
<td>B</td>
<td>On-water</td>
<td>FT</td>
<td>190</td>
<td>37</td>
<td>26</td>
<td>160</td>
</tr>
<tr>
<td>Merle Collins</td>
<td>1.63</td>
<td>B</td>
<td>On-water</td>
<td>FT</td>
<td>105</td>
<td>15</td>
<td>15</td>
<td>125</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Rivers

<table>
<thead>
<tr>
<th>River</th>
<th>Length in Miles</th>
<th>Primary Usage&lt;sup&gt;a&lt;/sup&gt;</th>
<th>Type(s) of Patrols&lt;sup&gt;b&lt;/sup&gt;</th>
<th>FT or PT&lt;sup&gt;c&lt;/sup&gt;</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feather River</td>
<td>26</td>
<td>B</td>
<td>On-water</td>
<td>FT</td>
<td>40</td>
<td>17</td>
<td>21</td>
<td>175</td>
</tr>
<tr>
<td>Yuba River</td>
<td>25</td>
<td>B</td>
<td>On-water</td>
<td>FT</td>
<td>7</td>
<td>14</td>
<td>2</td>
<td>23</td>
</tr>
</tbody>
</table>

---

<sup>a</sup> Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

<sup>b</sup> A = Fishing, B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

<sup>c</sup> On-water, Foot, truck/vehicle, and/or air

<sup>d</sup> FT = Full-time, PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.

Revised 2014
Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this 1ST day of July, 2015, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called “Department,” and the COUNTY OF YUBA, hereinafter called “Agency”;

WITNESSETH

WHEREAS, Contingent on approval of the Fiscal Year 2015-2016 budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed $166,131.00 for the agreement term in full consideration of Agency’s performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.
C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___ monthly OR ___ quarterly basis. (Please check one)

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency’s allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

**TO DEPARTMENT**

Ms. Corrina Dugger  
Department of Parks and Recreation  
Division of Boating and Waterways  
One Capitol Mall, Suite 500  
Sacramento, CA 95814

**TO AGENCY**

County of Yuba  
215 Fifth Street Suite 150  
Marysville, CA 95901

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2015**, and ending **June 30, 2016**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.
X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: ____________________________

California Department of Parks and Recreation, Division of Boating and Waterways

Date: __________________________

"Department"

COUNTY OF YUBA

By: ____________________________

Title: ____________________________

Date: ____________________________

"Agency"

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

Page 3 of 3
SPECIAL PRESENTATIONS
March 2, 2015

April is almost upon us, which means National Child Abuse Prevention Month! We will be providing ribbons throughout the community.

Casa de Esperanza believes ALL children have the right to feel safe in their home, their school and their community. Each year we ask individuals to wear a blue ribbon to support children. This year we will also be tying blue ribbons onto the 5th Street Bridge on April first. You can also tie a ribbon to your car antenna, just like Bonnie Finney did in 1989, when she started the Blue Ribbon Campaign.

We are asking your council to help us kick off Child Abuse Prevention Month by adopting a proclamation. I have attached an example. We ask each member to lead by example. Please wear and display a blue ribbon throughout the month of April as your commitment to end the suffering of children and to support agencies that carry on the fight every day.

We appreciate the support of the council and each member as we continue this battle together.

If you would like additional ribbons, information regarding child abuse, our Safe, Strong and Free program or you have general questions, please feel free to contact us at (530) 674-5400.

Sincerely,

Jeanine Werner
Legal Projects Director
PROCLAMATION
CHILD ABUSE PREVENTION MONTH
APRIL 2015

WHEREAS, the tragedy of child abuse and neglect affects every community in California and touches the lives of far too many citizens regardless of cultural, ethnic, religious or socioeconomic level; and

WHEREAS, the threat to our children’s welfare is demonstrated by steady increases in the number and in the seriousness of reported cases of child abuse and neglect; and

WHEREAS, if our children are to be productive adults, they should have the right to a childhood free from neglect, physical abuse, sexual molestation and exploitation; and

WHEREAS, it is recognized that primary prevention programs designed to work with children themselves, their parents, and care givers within the community and successful in preventing first time abuse situations; and

WHEREAS, early identification and intervention are essential to successfully interrupting the generational cycle of abuse and neglect. Collaboration among professionals, concerned parents, volunteers and policy makers can help reduce the level of child abuse and neglect in our communities; and

WHEREAS, dedicated volunteers and professionals are working to decrease the incidence of child abuse through prevention programs and coordination among agencies delivering services to child abuse victims and their families; and

WHEREAS, the observance of Child Abuse Prevention Month provides an excellent opportunity for all citizens to reflect on this tragic crime, while rededicating themselves to taking an active role in child abuse prevention activities in their community.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors does hereby proclaim APRIL 2015 AS CHILD ABUSE PREVENTION MONTH IN THE COUNTY OF Yuba and encourages all residents to join with local community efforts in keeping all children "SAFE, STRONG AND FREE".
RECOGNIZING NATIONAL PUBLIC HEALTH WEEK

WHEREAS, in 1995, President Bill Clinton proclaimed the first week of April as National Public Health Week and each year since, the American Public Health Association and the nation's public health community has celebrated this observance by focusing on issues that improve the health of children, adults, and families; and

WHEREAS, some of the greatest achievements of public health include decline of infant mortality, increased life expectancy, preventable disease vaccines, infectious disease control, public health emergency preparedness, improved motor vehicle safety, and the recognition of tobacco use as a health hazard; and

WHEREAS, supporting public health prevention programs will help our children and the community live longer, healthier and more productive lives while reducing health care costs; and

WHEREAS, the first week of April is an appropriate time to recognize the Yuba County Health and Human Service's Public Health employees for their commitment to improving public health and acknowledge their efforts in providing safety workshops, community flu clinics, care coordination, case management, health education, provider trainings, educational outreach events, and home visits; and

WHEREAS, in recognition of National Public Health Week, Yuba County Public Health celebrates by focusing on promoting public health, wellness, and safety. On April 11, 2015, Yuba County Public Health, supported by community partners, invites the public to a free “Health and Safety Block Party” at the Yuba County Library parking lot from 11:00 am to 3:00 pm.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Yuba County proclaim the week of April 6 – 12, 2015, as “National Public Health Week” in Yuba County and recognize the Yuba County Public Health employees for their commitment and dedication to healthier children and families and calls upon all citizens in the celebration and support of improving public health.

CHAIRMAN

CLERK OF THE BOARD
THIS PAGE INTENTIONALLY LEFT BLANK
Date:        April 7, 2015
To:          Board of Supervisors
From:        Robert Bendorf, County Administrator
By:          Grace Mull, Management Analyst
Re:          Resolution Approving Issuance of Multi-Family Housing Revenue Bonds in Accordance with Internal Revenue Code of 1986

Recommendation

Board of Supervisors hold public hearing, adopt resolution for purposes of section 147(f) of the Internal Revenue Code for 1986 approving issuance of multi-family housing revenue bonds and authorize Chairman to sign.

Background/Discussion

The Board of Supervisors is being asked to adopt a resolution which would approve the issuance of multifamily housing revenue bonds by the Golden State Finance Authority (formerly known as California Rural Home Mortgage Finance Authority, or CRHMFA Homebuyers Fund) (the “Authority”) for the purpose of financing the acquisition and rehabilitation of a multifamily residential housing facility located in the County (the “Project”).

The Project is a 103-unit multifamily rental housing project located at 6035 College View Drive, Maryville, California 95901, and is generally known as East Linda Apartments. The purpose of the resolution is to allow the financing to meet a requirement of the Internal Revenue Code of 1986. The adoption of this resolution is the first step in the process of financing the proposed Project. Prior to the issuance of bonds the Project will need to receive “private activity bond” allocation from the California Debt Limit Allocation Committee (“CDLAC”) and the Authority will be required to adopt a resolution which would approve the execution and delivery of certain bond documents that would reflect the terms of the bonds.

The Internal Revenue Code of 1986 (the “Code”) requires that the “applicable elected representatives” of the jurisdiction in which a project to be financed with “private activity bonds” is situated adopt a resolution approving the issuance of such “private activity bonds” after a public hearing has been held which has been noticed in a newspaper of general circulation in such jurisdiction. The proposed resolution would act as the approval by the “applicable elected representatives” with respect to the proposed Project. The CDLAC application for “private activity bond” allocation for a multifamily housing project requires the inclusion of the approved resolution.
The Authority has submitted to CDLAC an application for “private activity bond” allocation for the purpose of financing the acquisition and rehabilitation of the Project and has advised CDLAC of the proposed date for the public hearing and consideration of the resolution; if the Board of Supervisors adopts this resolution, the Authority will supplement the submission to CDLAC.

The County would not be a party to the financing documents. As set forth in Section 6 of the Amended and Restated Joint Exercise of Powers Agreement of the Authority, the debt would not be secured by any form of taxation, or by any obligation of either the County or the Authority. Neither would the debt represent or constitute a general obligation of either the County or the Authority. Pursuant to the governing California statutes and the JPA Agreement, a member or associate member of the Authority is not responsible for the repayment of obligations incurred by the Authority. The debt would be payable solely from amounts received pursuant to the terms and provisions of financing agreements to be executed by the Developer of the proposed facility. In the financing documents the Developer will also provide comprehensive indemnification to the Authority and its members and associate members, including the County.

The County’s membership in the Authority bears with it no cost or other financing obligation, but serves as a public acknowledgement by the host jurisdiction of the project financing.

**Committee**

This item was not presented at Committee level.

**Fiscal Impact**

There is no fiscal impact associated with this item as it is administrative only.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION APPROVING FOR PURPOSES  )  Resolution No. __________
OF SECTION 147(1) OF THE INTERNAL  )
REVENUE CODE FOR 1986 THE ISSUANCE  )
OF MULTIFAMILY HOUSING REVENUE  )
BONDS BY THE GOLDEN STATE FINANCE  )
AUTHORITY TO FINANCE THE ACQUISITION;  )
REHABILITATION AND EQUIPPING OF A  )
MULTIFAMILY HOUSING PROJECT  )
LOCATED WITHIN YUBA COUNTY  )

WHEREAS, Yuba County (the "County") is a member of the Golden State Finance Authority (formerly known as the California Rural Home Mortgage Finance Authority, or CRHMFA Homebuyers Fund), a joint powers authority organized and existing under the laws of the State of California (the "Authority"); and

WHEREAS, the Authority is authorized, pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of the Amended and Restated Joint Exercise Powers Agreement, originally dated as of July 1, 1993, as thereafter from time to time amended and restated, among certain local agencies throughout the State of California (the "Agreement"), including the County, to issue its revenue bonds in accordance with Chapter 7of Part 5 of Division 31 of California Health and Safety Code for the purpose of providing financing for the acquisition, rehabilitation and equipping of multifamily rental housing for persons and families of low or moderate income; and

WHEREAS, East Linda Marysville AR, L.P., a California limited partnership (the "Borrower") has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed $5,900,000 (the "Bonds") and lend the proceeds of the Bonds to the Borrower or related entities for the purpose of financing the costs of acquisition, rehabilitation and equipping of a 103-unit multifamily rental housing project located at 6035 College View Drive, Marysville, California 95901, Yuba County, generally known as East Linda Apartments (the "Project"); and

WHEREAS, the Project is located wholly within the County; and
WHEREAS, the interest on the Bonds may qualify for a federal tax exemption under Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”), only if the bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the issuance of the Bonds by the Authority must be approved by the County because the Project is located within the territorial limits of the County; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) is the elected legislative body of the County and is an “applicable elected representative” with respect to the approval of the issuance of the Bonds under section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Board of Supervisors approve the issuance of Bonds by the Authority in order to satisfy the public approval requirement of section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the County caused a notice to appear in the Appeal Democrat, which is a newspaper of general circulation in the County, on March 10, 2015 to the effect that a public hearing would be held in respect to the Project on April 7, 2015 regarding the issuance of bonds; and

WHEREAS, the County held said public hearing on such date, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the minutes of said hearing have been presented to the Board of Supervisors;

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

1. The recitals hereinabove set forth are true and correct, and this Board of Supervisors so finds.

2. Pursuant to and solely for purposes of Section 147(f) of the Code, the Board of Supervisors hereby approves the issuance of the Bonds by the Authority in one or more series to finance the Project and to reimburse certain costs of the Project incurred no more than 60 days prior to the date of the adoption of this Resolution. It is intended that this Resolution constitute approval of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located in accordance with: (i) said Section 147(f) of the Code; and (ii) Section 6 of the Agreement.
3. The payment of the principal, prepayment premium, if any, and purchase price of and interest on the Bonds shall be solely the responsibility of the Borrower. The Bonds shall not constitute a debt or obligation of the County.

4. The adoption of this Resolution shall not obligate the County or any department thereof to (i) provide any financing to acquire or rehabilitate the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the rehabilitation or operating of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

5. The officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

BE IT FURTHER RESOLVED, the County Clerk is hereby directed to forward a certified copy of this Resolution to the Bond Counsel for the bonds, addressed as follows:

Kathryn P. Peters, Esq.
Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ________ day of _____________, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: __________________________

Mary Jane Griego, Chairman

ATTEST: DONNA STOTTELMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

By: __________________________

By: __________________________
TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director

SUBJECT: Update Ordinance Code Chapter 10.30, Floodplain Management

DATE: March 24, 2015

Recommendation
That the Board repeal and re-enact Ordinance Code Title X, Chapter 10.30 in its entirety to better address the requirements of the National Flood Insurance Program and the Community Rating System.

Background
The National Flood Insurance Program (NFIP) provides flood insurance and disaster relief to property owners who live in participating communities. Participation in the NFIP is voluntary; Yuba County joined the NFIP in 1983. Participants in the NFIP have to meet certain minimum standards for construction and floodplain management, and also have to adopt a floodplain management ordinance that specifies the County’s floodplain management requirements. The State of California provides a template for floodplain management ordinances; this template reflects the minimum standards required by the NFIP.

Discussion
The NFIP also encourages communities to implement higher standards under the Community Rating System (CRS) program. The CRS program provides incentives in the form of premium discounts for communities to go beyond the minimum floodplain management requirements by developing extra flood protection measures. A community’s CRS classification determines the premium discount for policyholders. There are ten CRS classifications: Class “1” requires the most credit points and gives the greatest premium discount (45%); while Class “10” receives no discount. Yuba County is a Class “6” community, and receives a 20% discount on flood insurance premiums. The standards for achieving discounts changed in 2013, so Yuba County needs to adjust its floodplain management standards accordingly. The proposed changes clarify NFIP minimum requirements, remove the existing prohibition against having enclosed areas below the lowest floor elevation, update references, remove minor inconsistencies within the chapter, and minimize floodplain management requirements for the public.

The proposed changes to Chapter 10.30 were first discussed at the Land Use & Public Works Committee on October 21, 2014. A summary of the proposed changes from the current Chapter 10.30 are as follows:

1. Increase allowable exemption size and cost for small, low-cost sheds (10.30.050)
2. Explicitly exempt farming activities and landscape maintenance from definition of development;
3. Define normal farming activities (10.30.050)
5. Authorize County to allow elevation of structures to 5’ above grade in “A” zone in lieu of performing detailed study to determine BFE (10.30.070 and 10.30.080)
6. Eliminate prohibition against elevating on fully enclosed area (10.30.070)
7. Owners must present information demonstrating that improvements within SFHA are not Significant Improvements under the NFIP (10.30.070)
8. Added NFIP requirements for placement of fill in SFHA and for Elevation Certificates for new and substantially improved structures (10.30.070)
9. Added clarifications concerning NFIP requirements for flood openings (10.30.080)
10. Added clarification concerning need for variance when wet-floodproofing structures (10.30.080)
11. Added subsection for wet-floodproofing agricultural structures (10.30.080)
12. Added requirement for Elevation Certificates for manufactured homes (10.30.080)
13. Clarified what types of structures may be wet-floodproofed (10.30.090)

The above changes were introduced as an ordinance to repeal and reenact Chapter 10.30 in its entirety on November 18, 2014. A second reading was held on December 9, 2014 and continued to January 13, 2015. At the January 13th hearing the Board directed staff to work with Supervisor Fletcher on additional edits to be considered and to return to the full Board on March 24, 2015. As a result of staff working with Supervisor Fletcher, the following two additional changes are being presented:

1. Added language that Wet-floodproofed structures should not be used as collateral for a federally backed lender and shall not be considered insurable structures under the National Flood Insurance Program, nor shall they be eligible for relief funds in the case of flood damage (10.30.090).
2. Deleted the statement that a violation of this ordinance shall constitute a misdemeanor (10.30.060)

Committee Action
The Land and Public Works Committee reviewed an initial request on October 28, 2014 and recommended approval. Additional revisions to the proposed ordinance were made after direction was provided from members of the Board of Supervisors.

Fiscal Impact
The fiscal impact of updating ordinance code chapter 10.30 is anticipated to be negligible.
ORDINANCE NO. ____________

AN ORDINANCE AMENDING TITLE X, CHAPTER 10.30
OF THE YUBA COUNTY ORDINANCE CODE
BY REPEALING AND REENACTING CHAPTER 10.30 AS AMENDED
RELATING TO FLOODPLAIN MANAGEMENT

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_________________________
Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTLEMEYER
Clerk of the Board of Supervisors

By: _________________________

APPROVED AS TO FORM
ANGIL MORRIS-JONES
Yuba County Counsel

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

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

Section 2. Chapter 10.30 of Title X of the Yuba County Ordinance Code is hereby repealed and Chapter 10.30 is hereby reenacted as amended and set forth herein below:

CHAPTER 10.30

FLOODPLAIN MANAGEMENT

Sections

10.30.010 STATUTORY AUTHORIZATION
10.30.020 FINDINGS OF FACT
10.30.030 STATEMENT OF PURPOSE
10.30.040 METHODS OF REDUCING FLOOD LOSSES
10.30.050 DEFINITIONS
10.30.060 GENERAL PROVISIONS
10.30.070 ADMINISTRATION
10.30.080 PROVISIONS FOR FLOOD HAZARD REDUCTION
10.30.090 VARIANCE PROCEDURES

10.30.010 STATUTORY AUTHORIZATION. The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County of Yuba does hereby adopt the following floodplain management regulations.

10.30.020 FINDINGS OF FACT.

(a) The flood hazard areas of Yuba County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(b) These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected
from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

10.30.030 STATEMENT OF PURPOSE. It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide [i.e. mudflow] or flood related erosion areas. These regulations are designed to:

(a) Protect human life and health;

(b) Minimize expenditure of public money for costly flood control projects;

(c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(d) Minimize prolonged business interruptions;

(e) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;

(f) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;

(g) Ensure that potential buyers are notified that property is in an area of special flood hazard; and

(h) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

10.30.040 METHODS OF REDUCING FLOOD LOSSES. In order to accomplish its purposes, this ordinance includes regulations to:

(a) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

(b) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction, and mitigated to prevent future losses for existing structure;

(c) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;

(d) Control filling, grading, dredging, and other development which may increase flood damage; and

(e) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or
which may increase flood hazards in other areas.

10.30.050 DEFINITIONS. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

(a) "A zone" - see "Special flood hazard area".

(b) "Accessory structure" means a structure that is either:

   i. Solely for the parking of no more than 2 cars; or

   ii. A small, low cost shed for limited storage, less than 450-450 square feet and $1,500 10,000 in value.

(c) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

(d) "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

(e) "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

(f) "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

(g) "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

(h) "Area of special flood hazard" - See "Special flood hazard area."

(i) "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

(j) "Base flood elevation" (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, AI-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

(k) "Basement" means any area of the building having its floor subgrade - i.e., below ground level -
on all sides.

(l) "Building" - see "Structure".

(m) "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. For the purposes of this ordinance, the following activities shall not be considered development:

1. Normal farming activities; or
2. Residential and commercial landscape maintenance.

(n)(n) "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

(o)(o) "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 17, 1982.

(p)(p) "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

(q)(q) "Flood, flooding, or flood water" means:

i. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and

ii. The condition resulting from flood-related erosion.

(r) "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

(s) "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

(t) "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary
and Floodway Map, and the water surface elevation of the base flood.

(u) "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source - see "Flooding."

(v) "Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.

(w) "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

(x) "Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

(y) "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.

(z) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "Regulatory Floodway."

(aa) "Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

(bb) "Fraud and victimization" as related to Section 10.30.090 of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the County of Yuba will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

(cc) "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship
building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

(dd) "Governing body" is the local governing unit, i.e. county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

(ee) "Hardship" as related to Section 10.30.090 of this ordinance means the exceptional hardship that would result from a failure to grant the requested variance. The County of Yuba requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

(ff) "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

(gg) "Historic structure" means any structure that is:

i. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

ii. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

iii. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

iv. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

(hh) "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

(ii) "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
(ii) "Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see “Basement” definition).

i. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building’s lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

1. The flood openings standard in Section 10.30.080(a)(iii)(3);

2. The anchoring standards in Section 10.30.080(a)(i);

3. The construction materials and methods standards in Section 10.30.080(a)(ii); and

4. The standards for utilities in Section 10.30.080(b).

ii. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see “Basement” definition). This prohibition includes below-grade garages and storage areas.

(kk) "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

(ll) "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(mm) "Market value” shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation which has accrued since the structure was constructed.

i. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry.

ii. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the Floodplain Administrator, but shall not include economic or other forms of external obsolescence.

Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are
included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

(nn) "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

(oo) "New construction", for floodplain management purposes, means structures for which the "start of construction" commenced on or after May 17, 1982, and includes any subsequent improvements to such structures.

(pp) "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 17, 1982.

(qq) "Normal Farming Activities" means plowing, seeding, cultivating, minor drainage, harvesting, field leveling outside defined watercourses, contouring, and planting.

(rr) "Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

(ss) "One-hundred-year flood" or "100-year flood" - see "Base flood."

(tt) "Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

(uu) "Public safety and nuisance" as related to Section 10.30.090 of this ordinance, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

(vv) "Recreational vehicle" means a vehicle which is:

i. Built on a single chassis;

ii. 400 square feet or less when measured at the largest horizontal projection;
iii. Designed to be self-propelled or permanently towable by a light-duty truck; and

iv. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(ww) "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

(xx) "Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.

(yy) "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

(zz) "Sheet flow area" - see "Area of shallow flooding."

(aaa) "Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FBFM or FIRM as Zone A, AO, A1-A30, AE, A99, AR or, AH.

(bbb) "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

(ccc) "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

(ddd) "Substantial damage" means:
i. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred; or

ii. Flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. This is also known as "repetitive loss."

(eee) "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

i. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

ii. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

(fff) "Variance" means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

(ggg) "Violation" means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

(bhh) "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(iii) "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

10.30.060 GENERAL PROVISIONS.

(a) LANDS TO WHICH THIS ORDINANCE APPLIES. This ordinance shall apply to all areas of special flood hazards within the jurisdiction of Yuba County.

(b) BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD. The areas of
special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for Yuba County, California” dated November 17, 1981 or subsequent versions currently effective, with accompanying Flood Insurance Rate Maps (FIRM’s) and Flood Boundary and Floodway Maps (FBFM’s), dated May 17, 1982 or subsequent versions currently effective, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the County of Yuba by the Floodplain Administrator. The study, FIRM’s and FBFM’s are on file at the Community Development and Services Agency, 915 8th Street, Marysville, CA.

(c) COMPLIANCE. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the County of Yuba from taking such lawful action as is necessary to prevent or remedy any violation.

(d) ABROGATION AND GREATER RESTRICTIONS. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(e) INTERPRETATION. In the interpretation and application of this ordinance, all provisions shall be:

i. Considered as minimum requirements;
ii. Liberally construed in favor of the governing body; and
iii. Deemed neither to limit nor repeal any other powers granted under state statutes.

(f) WARNING AND DISCLAIMER OF LIABILITY. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Yuba County, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

(g) SEVERABILITY. This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.
10.30.070 ADMINISTRATION.

(a) DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR. The Community Development
and Services Agency Director or designee is hereby appointed to administer, implement, and
enforce this ordinance by granting or denying development permits in accord with its provisions.

(b) DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR. The duties
and responsibilities of the Floodplain Administrator shall include, but not be limited to the
following:

i. Permit Review.

Review all development permits to determine:

1. Permit requirements of this ordinance have been satisfied, including determination of
   substantial improvement and substantial damage of existing structures;

2. All other required state and federal permits have been obtained;

3. The site is reasonably safe from flooding;

4. The proposed development does not adversely affect the carrying capacity of areas where
   base flood elevations have been determined but a floodway has not been designated.
   This means that the cumulative effect of the proposed development when combined with
   all other existing and anticipated development will not increase the water surface
   elevation of the base flood more than 1 foot at any point within the County of Yuba nor
   adversely affect adjacent property owners; and

5. All Letters of Map Revision (LOMR’s) for flood control projects are approved prior to
   the issuance of building permits. Building permits must not be issued based on
   Conditional Letters of Map Revision (CLOMR’s). Approved CLOMR’s allow
   construction of the proposed flood control project and land preparation as specified in the
   “start of construction” definition.

ii. Development of Substantial Improvement and Substantial Damage Procedures.

   The County shall utilize FEMA publication FEMA P-758, “Substantial Improvement /
   Substantial Damage Desk Reference” or its successor document for identifying and
   adminstering requirements relating to substantial improvement and substantial damage. The
   County shall utilize FEMA publication FEMA 213, “Answers to Questions About
   Substantially Damaged Buildings,” for indentifying and adminstering requirements for
   substantial improvement and substantial damage.

iii. Review, Use and Development of Other Base Flood Data.
When base flood elevation data has not been provided by FEMA in accordance with Section 10.30.060(b), the Floodplain Administrator shall require the development permit applicant to present for review base flood elevation and floodway data from a federal or state agency, or other source, in order to administer Section 10.30.080. If a base flood elevation is not available, a base flood elevation shall be developed by the applicant using the detailed methods as described in the most current edition of FEMA publication, FEMA 265, “Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations”. The simplified methods presented in FEMA 265 may be utilized for projects less than 5 acres or 50 lots, whichever is lesser, or for development permit applications for agricultural uses. If the floodplain administrator determines that developing data to establish the base flood elevation would be excessively expensive, the floodplain administrator may at his/her discretion alternatively approve a lowest floor elevation which is five feet above the highest adjacent grade.

iv. Notification of Other Agencies.

1. Alteration or relocation of a watercourse:
   
   a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

   b. Submit evidence of such notification to the Federal Emergency Management Agency; and

   c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base Flood Elevation changes due to physical alterations:

   Within 6 months of information becoming available or project completion, whichever comes first, the Floodplain Administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

3. Changes in corporate boundaries:

   Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

v. Documentation of Floodplain Development.

Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by Section 10.30.080(a)(iii)(1) and Section 10.30.080(d) (Lowest floor elevation of residential construction structures):
2. Certification required by Section 10.30.080(a)(iii)(2) (Lowest floor elevation or floodproofing of nonresidential construction structures);

2-3. Certification required by Section 10.30.080(d) (Lowest floor elevation of manufactured homes);

3-4. Certification required by Section 10.30.080(a)(iii)(3) (Flood Openings);

4-5. Certification of elevation required by Section 10.30.080(c)(i)(3) (Subdivisions and Other Proposed Development);

5-6. Certification required by Section 10.30.080(f)(ii) (Floodways); and

6-7. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

vi. Map Determination.

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 10.30.090.

vii. Remedial Action.

Take action to remedy violations of this ordinance as specified in Section 10.30.060(c).

viii. Planning.

Assure Yuba County General Plan is consistent with floodplain management objectives contained in Chapter 10.30.

ix. Non-conversion of Enclosed Areas Below the Lowest Floor.

All areas below the BFE are prohibited from being enclosed, and to ensure that the areas below the BFE shall not be enclosed, used solely for parking vehicles, limited storage, or access to the building and not be finished for use as human habitation without first becoming fully compliant with the floodplain management ordinance in effect at the time of conversion, the Floodplain Administrator shall:

1. Determine which applicants for new construction and/or substantial improvements have fully enclosed areas below the lowest floor that are 54 (four) feet or higher;

2. Enter into a "NON-ENCLOSURECONVERSION AGREEMENT FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS" or equivalent with the
County of Yuba. The agreement shall be recorded with the Yuba County Recorder as a deed restriction, and prohibit any building enclosures, including breakaway walls, below the BFE. The non-conversion NON-ENCLOSURE agreement shall be in a form acceptable to the Floodplain Administrator and County Counsel, and

3. Have the authority to inspect any area of a structure below the base flood elevation to ensure compliance upon prior notice of at least 72 hours.

(c) DEVELOPMENT PERMIT. A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 10.30.060. Application for a development permit shall be made on forms furnished by the County of Yuba. The applicant shall provide the following minimum information:

i. Plans in duplicate, drawn to scale, showing:

1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
2. Proposed locations of water supply, sanitary sewer, and other utilities;
3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
4. Location of the regulatory floodway when applicable;
5. Base flood elevation information as specified in Section 10.30.060 or Section 10.30.070(b)(iii);
6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 10.30.080(a)(iii)(2) of this ordinance and detailed in FEMA Technical Bulletin TB 3-93.

ii. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 10.30.080(a)(iii)(2).

iii. For a crawl-space foundation, location and total net area of foundation openings as required in Section 10.30.080(a)(iii)(3) of this ordinance and detailed in FEMA Technical Bulletins 1-93 and 7-93.

iv. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

v. All appropriate certifications listed in Section 10.30.070(b)(v) of this ordinance.
For improvements and repairs to existing structures with the lowest floor below the BFE in a Special Flood Hazard Area (SFHA), applicant must provide evidence that such proposed improvements or repairs do not constitute substantial improvements or repairs to the structure prior to obtaining a building permit. For repairs to structures damaged by flood, fire, or other disasters, such evidence must be in accordance with FEMA P-758 “Substantial Improvement / Substantial Damage Desk Reference.”

(d) APPEALS. The Board of Supervisors of Yuba County shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

Any person who wishes to appeal the decision of the Floodplain Administrator may, within fifteen (15) days after such decision is rendered, file an appeal with the Clerk of the Board of Supervisors. The appeal shall be in writing and shall set forth the grounds upon which relief is requested. The decision of the Board of Supervisors shall be final with respect to any variance of appeal.

10.30.080 PROVISIONS FOR FLOOD HAZARD REDUCTION.

(a) STANDARDS OF CONSTRUCTION. In all areas of special flood hazards the following standards are required:

i. Anchoring.

All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

ii. Construction Materials and Methods.

All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below less than one foot above the base flood elevation;

2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on
slopes to guide flood waters around and away from proposed structures.

5. If fill is placed at a site to elevate a building pad above the base flood elevation, then buildings constructed within flood hazard areas must be constructed on compacted fill in accordance with the construction specifications or at least 90 density per ASTM-D698 or equivalent, and extending at least five feet beyond the building foundation walls before dropping below the base flood elevation and shall include appropriate protection from erosion and scour. The design of the fill must be approved by a registered professional engineer.

iii. Elevation and Floodproofing.

1. Residential Construction. All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:


   b. In an AO zone, elevated above the highest adjacent grade to a height one foot above the depth number specified in feet on the FIRM, or elevated at least three feet above the highest adjacent grade if no depth number is specified.

   c. In an A zone, without BFE’s specified on the FIRM (unnumbered A zone), elevated one foot above the base flood elevation, as determined under Section 10.30.070(b)(iii). If the floodplain administrator determines that developing data to establish the base flood elevation would be excessively expensive, the floodplain administrator may at his/her discretion alternatively approve a lowest floor elevation which is five feet above the highest adjacent grade. In an A zone, without BFE’s specified on the FIRM (unnumbered A zone), elevated one foot above the base flood elevation, as determined under Section 10.30.070(b)(iii).

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be in the form of a National Flood Insurance Program – Elevation Certificate and shall be provided to the Floodplain Administrator. Such certification and verification shall be provided to the Floodplain Administrator.

2. Nonresidential Construction. All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with Section 10.30.080(a)(iii)(1) or:

   a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under Section 10.30.080(a)(iii)(1), so that the structure is watertight with walls substantially impermeable to the passage of water;
b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

c. Be certified by a registered civil engineer or architect that the standards of Sections 10.30.080(a)(iii)(2)(a&b) are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. **Flood Openings.** All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:

a. For non-engineered openings:

   1. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

   2. The bottom of all openings shall be no higher than one foot above grade;

   2-3. **Openings must be located so that the portion of the opening intended to allow for inflow and outflow is below the BFE;**

   3-4. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater. The measurement of the net open area must take into consideration any coverings that have solid obstructions, such as grilles, fixed louvers, or faceplates; and

   4-5. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or

b. Be certified by a registered civil engineer or architect.

4. **Manufactured homes.**

   a. See Section 10.30.080(d).

iv. **Garages and low cost accessory structures.**

   1. **Attached garages.**

      a. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters.
See 10.30.080(a)(iii)(3). Areas of the garage below the BFE must be constructed with flood resistant materials. See Section 10.30.080(a)(ii).

b. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

2. Detached garages and accessory structures.
   a. “Accessory structures” used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 10.30.050, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

   1. Use of the accessory structure must be limited to parking or limited storage;

   2. The portions of the accessory structure located below the BFE must be built using flood-resistant materials;

   3. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;

   4. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or at least one foot above the BFE;

   5. The accessory structure must comply with floodplain encroachment provisions in Section 10.30.080(f);

   5-6. The owner has first obtained a wet-floodproofing variance for the accessory structure, except that no variance is required for small, low-cost sheds; and

   6. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Section 10.30.080(a)(iii)(3).

b. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 10.30.080(a).

v. Agricultural structures

   1. Agricultural structures shall be elevated or dry-floodproofed to at least one foot above the BFE. Agricultural structures may be constructed such that its floor is below the BFE provided the owner applies for and receives a wet-floodproofing variance in accordance with Section 10.30.090.

(b) STANDARDS FOR UTILITIES.

   i. All new and replacement water supply and sanitary sewage systems shall be designed to
minimize or eliminate:

1. Infiltration of flood waters into the systems; and

2. Discharge from the systems into flood waters.

ii. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

(c) **STANDARDS FOR SUBDIVISIONS AND OTHER PROPOSED DEVELOPMENT.**

i. All new subdivision proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than 50 lots or 5 acres, whichever is the lesser, shall:

   1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).

   2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.

   3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:

      a. Lowest floor elevation.

      b. Pad elevation.

      c. Lowest adjacent grade.

ii. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

iii. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

iv. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

(d) **STANDARDS FOR MANUFACTURED HOMES.**

i. All manufactured homes that are placed or substantially improved, on sites located; (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or
subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

1. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

ii. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map that are not subject to the provisions of Section 10.30.080(d)(i) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either:

1. Lowest floor of the manufactured home is at least one foot above the base flood elevation; or

2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be in the form of a National Flood Insurance Program – Elevation Certificate and shall be provided to the Floodplain Administrator. Such certification and verification shall be provided to the Floodplain Administrator.

(e) STANDARDS FOR RECREATIONAL VEHICLES.

i. All recreational vehicles placed in Zones A1-30, AH, and AE will either:

1. Be on the site for fewer than 180 consecutive days; or

2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

3. Meet the permit requirements of Section 10.30.070(c) of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 10.30.080(d)(i).

(f) FLOODWAYS. Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:
i. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than 1 foot at any point within the County of Yuba.

ii. Within an adopted regulatory floodway, the County of Yuba shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

iii. If Sections 10.30.080(f)(i & ii) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 10.30.080.

10.30.090 VARIANCE PROCEDURE.

(a) NATURE OF VARIANCES. The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the ordinance are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this ordinance would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the Yuba County Board of Supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this ordinance are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

(b) CONDITIONS FOR VARIANCES.

i. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level,
providing that the procedures of Sections 10.30.070 and 10.30.080 of this ordinance have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

ii. Variances to allow wet floodproofing of new or substantially improved non-residential structures may be issued for the following categories of structures:

1. Structures functionally dependent upon close proximity to water;

2. Accessory structures used solely for parking (two-car detached garages or smaller) or limited storage; and

3. Agricultural structures used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, storage of agricultural equipment, or providing temporary shelter for livestock.

4. Wet-floodproofed structures constructed under a variance should not be used as collateral for a federally backed lender and shall not be considered insurable structures under the National Flood Insurance Program, nor shall they be eligible for relief funds in the case of flood damage.

V. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of this ordinance) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the Yuba County Board of Supervisors need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the Yuba County Board of Supervisors believes will both provide relief and preserve the integrity of the local ordinance.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and
2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Yuba County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

vi. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

(c) APPEAL BOARD GUIDELINES.

i. In hearing requests for variances, the Yuba County Board of Supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the:

1. Danger that materials may be swept onto other lands to the injury of others;

2. Danger of life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

4. Importance of the services provided by the proposed facility to the community;

5. Necessity to the facility of a waterfront location, where applicable;

6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

7. Compatibility of the proposed use with existing and anticipated development;

8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

9. Safety of access to the property in time of flood for ordinary and emergency vehicles;

10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and

11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

ii. Variances shall only be issued upon a:
1. Showing of good and sufficient cause;

2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause “fraud and victimization” of the public, or conflict with existing local laws or ordinances.

iii. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Sections 10.30.090(c)(i) through 10.30.090(c)(iv) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

Upon consideration of the factors of Section 10.30.090(b)(i) and the purposes of this ordinance, the Yuba County Board of Supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.
March 13, 2015

TO ALL INTERESTED AND AFFECTED PARTIES

Re: Central Valley Salmon, subsections 7.50(b)(5), (68) and (156.5), Title 14, California Code of Regulations, California Regulatory Notice Register, January 2, 2015, Notice File No. Z2014-1223-02, Register 2015, No. 1-Z.

Notice was given that any person interested may present statements, orally or in writing, relevant to this rulemaking at a discussion and adoption hearing to be held at the Flamingo Conference Resort & Spa, 2777 Fourth Street, Santa Rosa, California, on Wednesday, April 8, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard. The noticed date and location is unchanged for receipt of oral and written comments; however the adoption hearing is now scheduled for the Commission’s teleconference meeting to be held on April 17, 2015. Moving the adoption date to the April 17, 2015 teleconference meeting will provide the time needed for final Pacific Fishery Management Council (PFMC) regulatory recommendations to the National Marine Fisheries Service, which will not be available until April 16, 2015.

Notice is now given that any person interested may participate in the adoption hearing teleconference April 17, 2015, at 10:00 a.m., or as soon thereafter as the matter may be heard, at any of the following locations:

- Resources Building – Room 1320, Fish and Game Commission Conference Room, 1416 Ninth Street, Sacramento, CA 95814
- California Department of Fish and Wildlife, 50 Ericson Court, Arcata, CA 95521
- California Department of Fish and Wildlife, 20 Lower Ragsdale Drive, Suite 100, Monterey, CA 93940
- California Department of Fish and Wildlife, 1933 Cliff Drive, Suite 9, Santa Barbara, CA 93109
- California Department of Fish and Wildlife, 4665 Lampson Avenue, Los Alamitos, CA 90720

Sincerely,

[Signature]

Jen D. Snellstrom
Associate Government Program Analyst

BOS CORRESPONDENCE A
NOTICE OF PETITION FOR TEMPORARY CHANGE INVOLVING THE TRANSFER UNDER FORESTHILL PUBLIC UTILITY DISTRICT PERMIT 15375 (APPLICATION 21945)

On March 12, 2015, Foresthill Public Utility District (FPUD) filed a petition for temporary change to transfer up to 2,000 acre-feet of water pursuant to California Water Code section 1725 et seq. FPUD requests the temporary addition of the Banks Pumping Plant (Banks) as a point of rediversion and the Santa Clara Valley Water District (SCVWD) service area as a place of use to FPUD’s Permit 15375 (Application 21945). The transfer water is stored in FPUD’s Sugar Pine Reservoir. The stored water would be released into North Shirrtail Canyon Creek, thence the North Fork American River, and subsequently into Folsom Reservoir by June 1, 2015. The water would be released from Folsom Reservoir into Lake Natoma, impounded by Nimbus Dam. The water would then be released from July through September 2015 from Nimbus Dam into the Lower American River, and subsequently would flow into the Sacramento River and the Delta. The water would then be conveyed from Banks into the South Bay Aqueduct and delivered to SCVWD facilities through existing turnouts.

Any correspondence directed to the Petitioner should be emailed to: 1) Foresthill Public Utility District, c/o Henry N. White, gm@foresthillpud.com.

Pursuant to California Water Code section 1726(f), any interested party may file a comment regarding this petition. Comments must be received by the Division of Water Rights by 4:30 p.m. on April 8, 2015. A copy must also be provided to the Petitioner at the email address above. To obtain detailed information regarding the proposed transfer, you may view the petition by visiting the Division’s website at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or by email at patricia.fernandez@waterboards.ca.gov. Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia D. Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: March 23, 2015
LETTER FROM THE EXECUTIVE DIRECTOR

On behalf of our Executive Team and dedicated employees, I am pleased to present the Annual Report of the Board of Equalization (BOE) for the fiscal year ended June 30, 2014.

The team here at the BOE is clearly focused on its mission, which is to serve the public through fair, effective and efficient tax administration, as we collect and distribute revenues to support state and local government public services.

We are pleased to report that during this period the BOE generated $60.4 billion, representing more than 30 percent of all state revenue for the fiscal year. Our total cost for all operations was $578 million, which amounts to only 93 cents for every $100 in revenue collected.

As the Board of Equalization are proud to serve the great people of California and to make voluntary compliance with tax laws as easy as possible.

Sincerely,

[Signature]

Director
The BOE is unique, holding the distinction of being the only elected tax board in the United States. Composed of five Board Members, the BOE administers more than 30 tax and fee programs that generate revenue essential to our state. Additionally, the Board hears appeals from various business tax assessments, Franchise Tax Board actions, and public utility assessments. The BOE serves a significant role in the assessment and administration of property taxes by issuing rules and regulations, establishing the tax values of railroads and specified privately-held public utilities, and overseeing the assessment practices of the state’s 58 county assessors.

Public Board meetings offer taxpayers and other interested parties the opportunity to participate in the formulation of rules and regulations adopted by the Board and to interact with the Members as they carry out their official duties. The Board meets monthly.
February 12, 2015

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI  
Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, April 5 – 11, 2015

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, April 5 – 11, a special event in your county.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with in your county media, may encourage them to publicize this subject more widely. Send your proclamation to us in advance for display at Safety Seat Checkup Day on April 11.

- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, March 29 – April 4, sponsored by the Peace Officers Association of Los Angeles County, to protect children’s welfare.

- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

**Safety Seat Checkup Day on Saturday, April 11, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles**

On April 11, families will receive a detailed inspection of the installation and use of their safety seats by trained volunteers. Parents will be told if the safety seats have been recalled or need replacement parts and shown how to use them correctly. Error rates at previous events have been found to be more than 90%.

Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

The national non-profit organization dedicated to child passenger safety since 1980
Safety Seat Checkup Day

Saturday, April 11 • 10:00 a.m. to 2:00 p.m.*

*For a checkup appointment, call 310/222-6860. If you do not have an appointment, there may be a wait of more than one hour or you may be turned away.

11:30 a.m. Welcome Ceremony and Recognition of Notable Guests

Petersen Automotive Museum
6060 Wilshire Blvd., Los Angeles 90036 (Wilshire at Fairfax parking lot)

Buckling up is a family affair.

Safety Seat Checkup Week April 5 – 11, 2015

Sponsors: California Office of Traffic Safety, Pomona Police Dept.
Major Supporter: Peace Officers Association of Los Angeles County

FREE SAFETY SEAT CHECKUP
More than 90% of the car seats we check have one or more errors.
Meet Bucklebear and his friends.
Help save children's lives with your tax-deductible support.

SafetyBeltSafe U.S.A. Box 553 Altadena, CA 91003 310/222-6860 www.carseat.org
SafetyBeltSafe U.S.A. is the national, non-profit, member-supported organization for child passenger safety.

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
CALIFORNIA CHILD PASSENGER SAFETY LAW

- **Children under age 8** must be properly buckled into a car seat or booster in the back seat.
- **Children age 8 or older** may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or child safety seat.
- **Everyone in the car** must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than $500 and get a point on their driving records.

Most kids need to ride in a booster seat until age 10 to 12. Using a booster instead of just a belt prevents 45% of crash injuries.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child’s knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost safety seats, call your local health department at ________

For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.

For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.

For more information: SafetyBeltSafe U.S.A. www.carseat.org 800-745-SAFE (English) 800-747-SANO (Spanish)

Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

#630CA Pg. 1, 2-24-13
California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child’s brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

(V.C. 27360) All children under age 8 must be properly buckled into a safety seat or booster in the back seat. Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 49" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

(V.C. 27360.5) Children age 8 or more may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

Consequences for failing to properly buckle up any child under 16

- The parent gets the ticket if a child under 16 is not properly buckled up.
- The driver gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than $500* per child; the fine for a second offense could be more than $1000* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

Related Information

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer’s instructions for the maximum weight (30-45 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test (see other side).
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

(V.C. 27315) Drivers and passengers 16 or older must be properly buckled up in vehicle safety belts. The driver may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than $100* per person. Passengers also may be ticketed for not being properly buckled up.

(V.C. 23116) Pickup truck passengers also must be properly buckled up. The driver may be ticketed for letting passengers ride in the back of a pickup truck. Passengers also may be ticketed for not being properly buckled up. The cost of a ticket could be more than $250* for each unbuckled adult. No exemption for camper shells.

Other Laws to Protect Children

- Children left in vehicle (V.C. 15620): A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than $500.*
- Smoking in a vehicle [Health and Safety Code 118948(a)] is prohibited if a child under 18 is present. The cost of a ticket could be more than $500.*
- Helmets (V.C. 21212, 21204, 27803): Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

*Fine amounts shown include penalty assessments

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003  www.carseat.org (800) 745-SAFE

This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety.
Important: Call to check if there is a more recent version before reproducing this document.

#630CA Pg. 2, 2-24-13
March 25, 2015

The Honorable Mary Jane Griego, Chairman
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

Dear Chairman Griego and Board Members,

We are writing on behalf of the Connected Capital Area Broadband Consortium (CCABC) to express our strong support for AB 1262 (Wood), Telecommunications: Universal Service: California Advance Services Fund (CASF), to transfer $5 million to the Rural and Urban Regional Broadband Consortia Grant Account.

The CCABC is one of 18 consortia in California working to expand connections to and usage of high-speed Internet in underserved communities in Sacramento, Sutter, Yolo and Yuba counties. Valley Vision, a nonprofit social enterprise focused on economic, environmental and social issues in the Sacramento and surrounding regions, manages CCABC.

We work in a region with more than 3 million residents and a footprint of 7,720 miles, from the northern central valley to the peaks of the Sierra Nevada. We recognize how important broadband is to the future of urban centers and rural communities, which is why since our inception we have worked to expand broadband deployment and adoption.

For the past three years, these 18 rural and urban regional consortia have been working to promote ubiquitous broadband deployment and to advance broadband adoption in unserved and underserved areas throughout the state. AB 1262 would allow these consortia to continue working with telecommunication providers and key community stakeholders to promote CASF for years to come.

You may know us well or this may be an initial introduction, but we have achieved much progress in a short time. The following is a brief list of accomplishments:

- Prepared broadband as a green strategy outreach, research, reports, and policy documents, i.e., *Broadband and the Environment, Technology Strategies for Greener California*
  


2320 Broadway • Sacramento, CA 95818 • (916) 325-1630 • valleyvision.org
• Assisted in the planning and facilitation of the Yolo Broadband Strategic Plan [http://www.yolocounty.org/general-government/yolo-lafco/shared-services-initiative/yolo-broadband](http://www.yolocounty.org/general-government/yolo-lafco/shared-services-initiative/yolo-broadband)

• Compiled an inventory of adoption and digital literacy assets in the region and mapped existing infrastructure and primary gaps, needed to apply for CASF funding [http://valleyvision.org/sites/files/pdf/bb_scoping_study_findings_final_report.pdf](http://valleyvision.org/sites/files/pdf/bb_scoping_study_findings_final_report.pdf)


• Implemented Digital Access projects at four area high schools in conjunction with Scholarship Sacramento

• Created an adaptable tri-fold broadband resource document for Yuba, Sutter and Sacramento counties in three different languages

• Convened stakeholders and community partners on a quarterly basis around key topical areas such as Core Curriculum, Telehealth, and economic development

• Produced a widely distributed newsletter called e-Connect engaging more than 1,000 key stakeholders on issues such as grants for broadband infrastructure and rural county connectivity projects

• Worked with the California Air Resources Board on the AB 32 Scoping Plan update resulting in the inclusion of broadband as a core infrastructure

• Promoted the pollution-reduction benefits of broadband to the EPA and to the California Office of Planning and Research among others

We believe AB 1262 is essential to both economic competitiveness and achieving the state’s broadband goal of reaching 98% broadband deployment and 80% adoption for California by 2015, goals acknowledged by the California Broadband Council (CBC); California Public Utilities Commission (CPUC); and California Emerging Technology Fund (CETF).

Valley Vision and CCABC are seeking your support via an endorsement letter to Assembly Member Wood for introducing this important legislation. We commend your commitment to help close the digital divide in California.

Best regards,

Bill Mueller  
Chief Executive  
Trish Kelly  
Senior Vice President  
Jodi Mulligan-Pfile  
Project Lead
cc: The Honorable Andy Vasquez Jr., District 1
    The Honorable John Nicoletti, District 2
    The Honorable Roger Abe, District 4
    The Honorable Randy Fletcher, District 5
    Donna Stottlemyer, Clerk of the Board of Supervisors
EXISTING LAW

Existing law establishes the California Advanced Services Fund, referred to as the CASF, in the State Treasury. Existing law also requires the Public Utilities Commission to develop, implement, and administer the CASF to encourage deployment of high-quality advanced communications services to all Californians that will promote economic growth, job creation, and substantial social benefits of advanced information and communications technologies.

BACKGROUND

As work continues to progress in achieving greater broadband expansion, it is imperative to continue the state's commitment to help ensure universal access to basic telecommunications services, such as broadband.

Under current law, the Public Utilities Commission (PUC) is required to administer a program using moneys in the California Advance Services Fund (CASF) to encourage deployment of high-quality advance communication services to all Californians. This occurs in two areas: first, by providing funding for infrastructure projects that provide broadband access to households that are unserved or underserved; and second, by providing monies to consortia that assist in preparing grant applications and educating communities on their specific broadband needs.

When the CASF was first created, the Legislature recognized the need to provide specific funding to consortia. As such, $10 million was deposited into the Rural and Urban Regional Broadband Consortia Grant Account.

Unfortunately, this account is about to be exhausted. Therefore, if further monies are not available, many rural consortia will no longer be able to provide the appropriate broadband educational service nor assist in preparing applications for CASF grants. One option to preserve funding for consortia activities is to make an internal transfer within the CASF.

For the past three years, rural and urban consortia have been working to promote universal broadband deployment and to advance broadband adoption in unserved and underserved areas throughout the state.

BILL SUMMARY

AB 1262 would transfer $5 million from the Broadband Infrastructure Revolving Loan Account to the Rural and Urban Regional Broadband Consortia Grant Account.

This will provide approximately two additional years of funding to continue working with telecommunication providers and key community stakeholders to promote CASF for years to come.

SUPPORT

California Center for Rural Policy
Rural County Representatives of California

STATUS

Introduced: February 27, 2015

FOR MORE INFORMATION

Contact:
Tony T. Bui
(916) 319-2002
tony.bui@asm.ca.gov
March 10, 2015

The Honorable Jim Wood
Member, California State Assembly
State Capitol, Room 5164
Sacramento, CA 95814

RE: Assembly Bill 1262 – SUPPORT

Dear Assembly Member Wood:

On behalf of the Rural County Representatives of California (RCRC), I offer our support for your Assembly Bill 1262, which makes an internal transfer of moneys collected for the California Advanced Services Fund (CASF).

RCRC is an association of thirty-four rural California counties and the RCRC Board of Directors is comprised of elected supervisors from those member counties. The deployment of technology in rural areas of California is a high priority for our member counties. As we continue to work with the Federal government, the Legislature, the Governor, and the private sector to achieve greater broadband expansion, it is imperative to continue the state’s commitment to help ensure universal access to basic telecommunications services, such as broadband.

Under existing law, the Public Utilities Commission (PUC) is required to administer a program using moneys in the CASF to encourage deployment of high-quality advance communication services to all Californians. This occurs in two areas: first, by providing funding for infrastructure projects that provide broadband access to households that are unserved or underserved; and second, by providing monies to consortia that assist in preparing grant applications and educating communities on their specific broadband needs.

When the CASF was first created, the Legislature recognized the need to provide specific funding to consortia. As such, $10 million was deposited into the Rural and Urban Regional Broadband Consortia Grant Account. Unfortunately, this account is about to be exhausted. Thus, if further monies are not available, many rural consortia will no longer be able to provide the appropriate broadband educational service nor assist in preparing applications for CASF grants. One option to preserve funding for
The Honorable Jim Wood  
Assembly Bill 1262  
March 10, 2015  
Page 2

consortia activities is to make an internal transfer within the CASF. AB 1262 proposes such a transfer, specifically moving $5 million from the Broadband Infrastructure Revolving Loan Account to the Rural and Urban Regional Broadband Consortia Grant Account. This will provide approximately two additional years of funding.

RCRC and a number of consortia located throughout California appreciate your authorship of AB 1262. And, we look forward to enacting this bill into law so that we can extend the current efforts of consortia in addressing the broadband needs of many rural communities.

If you should have any questions or concerns regarding RCRC’s support of AB 1262, please do not hesitate to contact me at (916) 447-4806.

Sincerely,

[Signature]

PAUL A. SMITH  
Senior Legislative Advocate

cc: Members of the Assembly Utilities & Commerce Committee
March 27, 2015

Ms. Barbara Evoy, Deputy Director
Division of Water Rights
State Water Resources Control Board
P.O. Box 2000
Sacramento, CA 95812-2000

Subject: Plumas Mutual Water Company Petition for Change Involving Water Transfer under License 7296 (Application 480)

Dear Ms. Evoy:

On behalf of Plumas Mutual Water Company (Company), enclosed are the following documents relative to a Petition for Change Involving Water Transfer (Petition) under the Company’s License 7296 (Application 480):

1. Petition for Change Involving Water Transfers Form with Attachment (one original and one copy).
2. Environmental Information Form with Attachment (one original and one copy).
3. Check in the amount of $3,455.50 to cover the Petition fees.
4. Check in the amount of $850.00 to cover the fee for the Department of Fish and Wildlife.

The Company is petitioning to temporarily add points of diversion, point of rediversion, place of use, and purposes of use to its License 7296 in order to transfer up to a total of 4,828 AF to participating State Water Contract (SWC) Agencies by groundwater substitution. The Company’s Petition and proposed 2015 Water Transfer are consistent with the Governor’s State of Emergency Drought Proclamation dated January 17, 2014 and subsequent Proclamation of a Continued State of Emergency dated April 25, 2014. As indicated in the Governor’s April 25, 2014 Proclamation, the 30-day comment period required by Water Code Section 1726(f) is suspended and a 15-day comment period is to be provided for temporary water transfers under Water Code Section 1725, which includes this Petition. As you are aware, time is of the essence to process this Petition for the implementation of the water transfer to the Authority; and we appreciate your attention to this Petition.
Please call if you have any questions or require additional information.

Sincerely,
MBK ENGINEERS

[Signature]

Darren Cordova

cc: Steve Danna, Plumas Mutual Water Company
    Dustin Cooper, Minasian, Spruance, Baber, Meith, Soares & Sexton, LLP
    Amanda Montgomery, Division of Water Rights
    Nancy Quan, DWR SWPAO
    Bill Brewster, DWR Central District
    Nichole Morgan, CVRWQCB (via certified mail)
    Lauren Mulloy, Department of Fish and Wildlife (via certified mail)
    Board of Supervisors, County of Fresno (via certified mail)
    Board of Supervisors, County of Kings (via certified mail)
    Board of Supervisors, County of Los Angeles (via certified mail)
    Board of Supervisors, County of Napa (via certified mail)
    Board of Supervisors, County of Orange (via certified mail)
    Board of Supervisors, County of Riverside (via certified mail)
    Board of Supervisors, County of San Bernardino (via certified mail)
    Board of Supervisors, County of San Diego (via certified mail)
    Board of Supervisors, County of San Luis Obispo (via certified mail)
    Board of Supervisors, County of Santa Barbara (via certified mail)
    Board of Supervisors, County of Santa Clara (via certified mail)
    Board of Supervisors, County of Stanislaus (via certified mail)
    Board of Supervisors, County of Tulare (via certified mail)
    Board of Supervisors, County of Ventura (via certified mail)
    Board of Supervisors, County of Yuba (via certified mail)
PETITION FOR CHANGE INVOLVING WATER TRANSFERS

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements. (Cal. Code Regs., tit. 23, §715 et seq.) Provide attachments if necessary.

☑ Point of Diversion
Wat. Code, §1701

☑ Point of Rediversion
Wat. Code, §1701

☑ Place of Use
Wat. Code, §1701

☑ Purpose of Use
Wat. Code, §1701

☐ Temporary Urgency
Wat. Code, §1435

☑ Temporary Change
Wat. Code, §1725

☐ Long-term Transfer
Wat. Code, §§382, 1735

☐ Instream Flow Dedication
Wat. Code, §1707

Application 480 Permit 249 License 7296 Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion – Provide source name and identify points using both Public Land Survey System descriptions to \%\% level and California Coordinate System (NAD 83).

Present:

See Attachment No. 1

Proposed:

See Attachment No. 1

Place of Use – Identify area using Public Land Survey System descriptions to \%\% level; for Irrigation, list number of acres irrigated.

Present:

See Attachment No. 1

Proposed:

See Attachment No. 1

Purpose of Use

Present:

Irrigation.

Proposed:

Irrigation, Municipal, Industrial, Domestic.

Instream Flow Dedication – Provide source name and identify points using both Public Land Survey System descriptions to \%\% level and California Coordinate System (NAD 83).

Upstream Location:

Not Applicable.

Downstream Location:

List the quantities dedicated to instream flow in either: ☐ cubic feet per second or ☐ gallons per day:

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Will the dedicated flow be diverted for consumptive use at a downstream location? ☐ Yes ☐ No
If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream.

Proposed New User(s)

Provide the names, addresses, and phone numbers for all proposed new user(s) of the water right.

See Attachment No. 1
Amount of Water to be Transferred

Up to 4,328 acre-feet will be transferred. If the basis of right is direct diversion, the average rate of diversion for the maximum 30-day period of use is Up to 37.3 cubic feet per second or million gallons per day.

General Information – Provide the following information, if applicable to your proposed change(s).

Have you attached an analysis which documents that the amount of water to be transferred or exchanged would have been consumptively used or stored in the absence of the proposed temporary change or long-term transfer?  ○ Yes  ○ No

Have you attached an analysis of any changes to streamflow, water quality, timing of diversion or use, return flows, or effects on legal users from the proposed temporary change or long-term transfer? ○ Yes  ○ No

Have you attached an analysis that shows the proposed temporary change or long-term transfer will not unreasonably affect fish, wildlife, or other instream beneficial uses? ○ Yes  ○ No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:

☐ ownership  ☐ lease  ☐ verbal agreement  ☐ written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

Not applicable.

Give name and address of any person(s) taking water from the stream between the present point of diversion or rediversion and the proposed point of diversion or rediversion, as well as any other person(s) known to you who may be affected by the proposed change.

See Attachment No. 1

All Right Holders Must Sign Below: I (we) declare under penalty of perjury that this involves only the amount of water which would have been consumptively used or stored in the absence of the proposed temporary change, and that the above is true and correct to the best of my (our) knowledge and belief.

Dated 3-21-2015 at 1001 Feather River Blvd, Plumas Lake, CA 95961

Right Holder or Authorized Agent Signature

Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:
(1) the form Environmental Information for Petitions, available at: http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
(2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
(3) Department of Fish and Wildlife fee of $880 (Pub. Resources Code, § 10005)
Attachment No. 1

to Petition for Change Involving Water Transfers
License 7296 (Application 480)
held by Plumas Mutual Water Company

PURPOSE OF PETITION

The purpose of this Petition for Change Involving Water Transfers (Petition) is to: (1) add the State Water Project’s (SWP) Harvey O. Banks Pumping Plant and Barker Slough Pumping Plant as points of diversion, (2) add San Luis Reservoir as a point of rediversions, (3) add a portion of the service area of the SWP as an additional place of use, and (4) add municipal, industrial, and domestic purposes of use to Plumas Mutual Water Company’s (Company) License 7296 (Application 480). This petition is being filed to facilitate a temporary transfer (2015 Water Transfer) of up to 4,828 acre-feet (AF) of surface water from the Company during May through October 2015, which will be made available by groundwater substitution, to participating State Water Contractor (SWC) Agencies in order to provide an additional water supply for irrigation, municipal, industrial, and domestic purposes. Groundwater substitution involves the use of groundwater pumped to produce crops within the Company in exchange for a like amount of surface water that will remain instream for diversion at the proposed additional points of diversion. Absent the proposed temporary transfer, the Company would divert the entire quantity of surface water proposed for transfer from the Feather River pursuant to its water right. The proposed 2015 Water Transfer is consistent with the Governor’s State of Emergency Drought Proclamation dated January 17, 2014 and subsequent Proclamation of a Continued State of Emergency dated April 25, 2014.

POINT OF DIVERSION OR REDIVERSION

POINT OF DIVERSION

Present Point of Diversion:

No change in the present point of diversion is proposed. The Company’s authorized point of diversion under License 7296 is listed below:

<table>
<thead>
<tr>
<th>Description*</th>
<th>Located Within*</th>
</tr>
</thead>
<tbody>
<tr>
<td>South 1,940 feet from the NW corner of Section 6, T13N, R4E</td>
<td>¼, ¼ Sec T R</td>
</tr>
<tr>
<td>SW, NW</td>
<td>6 13N 4E</td>
</tr>
</tbody>
</table>

* All references to Section, Township, and Range are to the MDB&M.


Plumas Mutual Water Company License 7296
Attachment to Petition for Change Involving Water Transfers

**Proposed Additional Points of Diversion:**

No change in the present point of diversion is proposed. The Company proposes to add the following points of diversion:

**Banks Pumping Plant via the Clifton Court Forebay**

N 2,126,440 ft., E 6,256,425 ft., California Coordinate System Zone 3, NAD 83, being within the NW ¼ of SE ¼ of Projected Section 20, T1S, R4E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

**Barker Slough Pumping Plant**

N 567,682, E 2,017,761, California Coordinate System Zone 2, within the NE ¼ of SW ¼ of Projected Section 18, T5N, R2E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

**POINT OF REDIVERSION**

**Proposed Additional Point of Rediversion:**

The Company proposes to add the following point of rediversion:

**San Luis Reservoir**

N 1,845,103 ft., E 6,393,569 ft., California Coordinate System Zone 3, NAD 83, being within the SW ¼ of SE ¼ of Projected Section 15, T10S, R8E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division under Application 5630.

**PLACE OF USE**

**Present:**

The present place of use is 4,300 acres within boundaries of Reclamation District No. 784 on the easterly side of Feather River in Townships 13 and 14 North, Ranges 3 and 4 East, MDB&M, as shown on a map contained in the Division’s files for License 7296.

**Proposed:**

No change in the present place of use is proposed. The Company proposes to add a portion of the service area of the SWP as the proposed additional place of use in order to facilitate the temporary water transfer to the participating SWC Agencies. This portion of the
service area of the SWP is shown on Map 1878 – 1, 2, 3 and 4 on file with the Division under Application 5630.

PROPOSED NEW USERS

The proposed new users will be water users within the following SWC Agencies listed below:

Central Coast Water Authority
Ray Stokes
255 Industrial Way
Buelton, CA  93427-9565

County of Kings
c/o Jacob Westra
1001 Chase Avenue
Corcoran, CA  93212

Dudley Ridge Water District
c/o Rick Besecker
Provost & Pritchard Engineering Group, Inc.
286 W. Cromwell Avenue
Fresno, CA  93711-6162

Kern County Water Agency
Lara Kimm
P. O. Box 58
Bakersfield, CA  93302

Metropolitan Water District of Southern California
Steve Hirsch
1121 L. Street, Suite 900
Sacramento, CA  95814-3974

Napa County Flood Control and Water Conservation District
Philip M. Miller, PE
804 First St.
Napa, CA  94559-2623

Oak Flat Water District
Anthea Hansen
P.O. Box 1596
Patterson, CA  95363

Palmdale Water District
Jon Pernula
2029 East Avenue Q
Palmdale, CA  93550

Santa Clara Valley Water District
Francis Brewster
5750 Almaden Expressway
San Jose, CA  95118

Tulare Lake Basin Water Storage District
Jacob Westra
1001 Chase Avenue
Corcoran, CA  93212

GENERAL INFORMATION

Surface water will be made available for transfer from the Company's groundwater substitution program, consistent with the Draft Technical Information for Preparing Water Transfer Proposals, dated November 2014 (Draft Technical Information) published by the Department of Water Resources (DWR) and U.S. Bureau of Reclamation (Reclamation). The Draft Technical Information has been developed to address the concerns of DWR and Reclamation relative to the potential impacts that water transfers may have on other legal users, instream beneficial uses, and the overall economy and environment. The Company has submitted a
proposal to DWR for a water transfer to participating SWC Agencies during 2015, which includes detailed information relative to historical groundwater pumping, groundwater well characteristics, groundwater monitoring and reporting elements, and associated maps. DWR will conduct an extensive review of these documents in order to ensure that the quantity of water proposed to be made available by the Company meets the relevant criteria to demonstrate a reduction in surface water use will occur as a result of the proposed temporary transfer. In addition, it is our understanding that Reclamation has addressed potential concerns with the U.S. Fish and Wildlife Service (USFWS). Absent the proposed temporary transfer to the participating SWC Agencies, groundwater would not be pumped by the Company for its groundwater substitution program to make surface water available for these SWC Agencies; thus, the Company would have diverted surface water to meet its irrigation demands. The crops produced within the Company and the associated irrigation practices would occur with or without the proposed temporary water transfer.

Only wells which have been approved by DWR will be used for the proposed temporary transfer. In accordance with Water Code Section 1745.10, the Company does not believe the proposed transfer to the participating SWC Agencies by groundwater substitution will result in an overdraft of the underlying groundwater basin. Groundwater elevation data for DWR’s Monitoring Well No. 13N04E07E001M, which is located within the Company’s boundary, shows that during 1947 through 2015, groundwater elevations fluctuated seasonally each year with greater fluctuations during drier periods. Similarly, DWR’s Monitoring Well Nos. 13N04E07L001M and 14N04E30N003M, located within and north of the Company, respectively, show annual fluctuations with no apparent trend in declining groundwater elevations. As a condition of participation in the proposed temporary transfer, the Company has developed groundwater monitoring, reporting, and mitigation plans to ensure the proposed transfer does not result in any unreasonable and adverse impacts to the groundwater basin or third parties. Evaluation and approval by DWR of the groundwater monitoring, reporting, and mitigation plans will be obtained for the Company’s groundwater substitution program.

As a result of this proposed temporary transfer, the flow in the Feather River downstream of the Company’s present point of diversion will increase by up to 4,828 AF during the period of the transfer over what would have occurred absent the proposed transfer. The increased flow in the Feather River to the proposed additional point of diversion will be a small percentage of the total flow and will be water that would be diverted by the Company absent this proposed transfer. The Company’s reduced diversions will provide additional flows during critical periods of the year, up to a maximum of approximately 37 cfs assuming the groundwater wells proposed to participate in the water transfer are operating simultaneously. Therefore, there will be no injury to other legal water users, water quality, or return flows; in fact, these increased flows may provide benefits for fisheries and wildlife and may result in a positive effect to the water users between the present point of diversion and the proposed additional point of diversion.

On May 28, 1971, the Company executed an Agreement on Diversion of Water from the Feather River with the DWR (Agreement), for the purpose of a water rights settlement
associated with the operation of Oroville Dam, specifically relative to the Company’s License 7296. The proposed quantity for the 2015 Water Transfer is based on a 100% supply under the Company’s Agreement with DWR. As the transfer period approaches, if it appears the supply under the Company’s Agreement will be less than 100%, the transfer quantity may be reduced. The Company’s beneficial use of water from the Feather River during 2015 will include diversions for its crop water demands and surface water made available for transfer by groundwater substitution. Due to the drought conditions during 2015, the Division has identified that curtailment notices may be issued for all post-1914 water rights within the Sacramento River Basin, which includes the Feather River. In the case that the Division issues such curtailment notices, the transfer from the Company may occur under its Agreement with DWR. Although the Company may receive a curtailment notice for its License 7296, the Company will continue beneficial use of water in accordance with the terms of its water rights and the Company’s Agreement with DWR for the reasons identified above.

See files of the State Water Resources Control Board for more information regarding other legal water users, which may include the Delta water users, the CVP, the SWP, and the Cities of Sacramento and West Sacramento. The Department of Fish and Wildlife (DFW) has been contacted and provided no comments at this time. The Central Valley Regional Water Quality Control Board (CVRWQCB) has also been contacted and provided information regarding the proposed temporary water transfer; CVRWQCB staff are currently reviewing this information. Copies of this petition have been provided to Lauren Mulloy (916-358-2909) of DFW and Nichole Morgan (916-464-4787) of the CVRWQCB for review and comment.